Orange County Drainage District
8081 Old Hwy 90
Orange, TX 77630

REQUEST FOR PROPOSALS
Grant Administration/Professional Services

The Orange County Drainage District intends to apply for the Mitigation Reallocation Program (MRP) funding from the Texas General Land Office (GLO). Accordingly, the District is soliciting proposals from qualified Grant Administrative Service Providers to provide pre-award and post-award management services for application preparation and project implementation for MRP contract(s), if awarded.

Interested Service Providers may find copies of **RFP-2026-01-GRANT-MRP-GLO** on the District's website at: https://www.ocddtx.com/purchasing/ (search under "Current Procurement Opportunities") and at https://www.civcastusa.com (search for "Orange County Drainage District"). Please submit **five (5)** hard copies and email a digital copy of your proposal of services and a statement of qualifications to: **Orange County Drainage District, Attn: Joe Escobedo, District Purchaser, 8081 Old Hwy 90, Orange, Texas 77630, email: jescobedo@ocddtx.com**. Proposals must be **received** by the District no later than **Tuesday, September 1, 2026, at 12:00 p.m.** to be considered.

The District reserves the right to negotiate with any and all proposers, pursuant to the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards. Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit proposals. The Orange County Drainage District is an Affirmative Action/Equal Opportunity Employer. All qualified applicants will receive consideration for employment or procurement selection without regard to race, color, religion, sex, age, disability, veteran status, or national origin. Servicios de traducción están disponibles por peticion.

REQUEST FOR PROPOSALS FOR GRANT APPLICATION AND ADMINISTRATIVE SERVICES

RFP-2026-01-GRANT-MRP-GLO

Issued: August 12, 2026

Due Date:
Tuesday, September 1, 2026, at 12:00 pm

ORANGE COUNTY DRAINAGE DISTRICT
8081 Old Highway 90, Orange, Texas 77630
(409) 745-3225 Telephone (409) 745-3004 Facsimile

August 12, 2026

Re: Proposed Contract Funding for Mitigation Reallocation Program (MRP) - Texas General Land Office (GLO) (RFP-2026-01-GRANT-MRP-GLO)

Dear Service Providers:

Attached is a copy of the Orange County Drainage District's ("District") Request for Proposals ("RFP") for grant administration services. These services are being solicited to assist the District in its application(s) for and implementation of one or more contracts, if awarded, from the Texas General Land Office's ("GLO's") Mitigation Reallocation Program (MRP). The District is considering applying for such funding to support eligible activities in the District. Multiple contracts may be awarded as a result of this solicitation.

Service Providers may submit proposals for any or all activities listed in the attached Scope of Work. Multiple contracts may be awarded as a result of this solicitation. The District will, in its sole discretion, determine the number of contracts awarded, and may decide not to award any contracts.

The submission requirements for this proposal are included in the attached RFP. Please submit a proposal for services and statement of qualifications to:

Mr. Joe Escobedo, District Purchaser
8081 Old Hwy 90
Orange, TX 77630
Email to: jescobedo@ocddtx.com

The **deadline** for submission of proposals is **Tuesday, September 1, 2026, at 12:00 pm.** It is the responsibility of the submitting entity to ensure that the proposal is received in a timely manner. Proposals received after the deadline will not be considered for award, regardless of whether the delay was outside the submitting provider's control. The District reserves the right to negotiate with any and all Service Providers submitting timely proposals.

The Orange County Drainage District is an Affirmative Action/Equal Opportunity Employer. All qualified applicants will receive consideration for employment or procurement selection without regard to race, color, religion, sex, age, disability, veteran status, or national origin. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, Veteran-Owned Business Enterprises, and Labor Surplus Area firms are encouraged to submit proposals.

Sincerely,

Joe Escobedo
District Purchaser

Enclosures: Request for Proposals and attachments as indicated below:

Attachments:

A. Scope of Services
B. Grant Administrator Rating Sheet
C. Certificate of Insurance for Service Provider
D. Child Support Statement for Negotiated Contracts and Grants
E. Civil Rights Compliance
F. System for Award Management Information
G. Anti-Collusion Affidavit
H. Form CIQ (Conflict of Interest Questionnaire)
I. Certification Regarding Lobbying
J. Disclosure of Lobbying Activities
K. Certificate of Interested Parties (Form 1295)
L. Mandatory State Contract Clauses
M. Mandatory Federal Contract Clauses

ORANGE COUNTY DRAINAGE DISTRICT

8081 Old Highway 90, Orange, Texas 77630
(409) 745-3225 Telephone (409) 745-3004 Facsimile

REQUEST FOR PROPOSALS FOR
GRANT APPLICATION AND ADMINISTRATIVE SERVICES
RFP-2026-01-GRANT-MRP-GLO

The Orange County Drainage District ("District") is seeking proposals from competent service provider(s) ("Service Providers") to assist with pre-award and post-award management in support of eligible grant application and administration activities if funded under the Texas General Land Office's ("GLO's") Mitigation Reallocation Program (MRP).

I.
SCOPE OF SERVICES

The following outlines the scope of services associated with the RFP. Note, "application" and "award" in this RFP refer to a sub-application submitted to the funding agency and a subaward granted by the funding agency. **Any work performed before the award of a Management Services Agreement is considered "at risk," and the Orange County Drainage District is under no obligation to fund or pay for such work.** The Service Provider(s) are to provide application and contract-related management services, including but not limited to the following areas:

1. **Administrative Services.** A sample detailed Scope of Services ("SOS") for MRP administration services provided by the GLO is enclosed as Attachment "A." The Service Provider(s) to be hired will provide contract-related management services, including but not limited to the following areas:

   a. **Pre-Funding Services.*** Service Provider(s) will assist in developing project scope(s) and complete a Mitigation Reallocation Program (MRP) application(s). The Service Provider(s) will work with the District and its Engineers, as applicable, to provide the concise information needed to submit one or more complete Mitigation Reallocation Program (MRP) applications and related documents. The required information shall be submitted in a format specified by the GLO.

   b. **Post Funding Services**. Service Provider(s) will administer and provide project delivery of infrastructure, utilities, housing, and eligible projects approved for Mitigation Reallocation Program (MRP) funding. The selected Service Provider must comply with all requirements established by the GLO, including, but not limited to, any applicable statutes, rules, and regulations promulgated by the U.S. Government and/or the State of Texas. The Post-Funding Services shall consist of general grant administration services including:

1) Administrative Duties,

2) Construction Management,

3) Acquisition Duties (as necessary), and

4) Environmental Services.

c. **List of Tasks.** Service Provider(s) will be required to specify a complete list of actual tasks to be performed under each of these categories in your response, including, if necessary, a brief description of each task.

**Pre-funding services are not eligible for CDBG reimbursement and must be paid with local or other non-CDBG funds.*

II.
STATEMENT OF QUALIFICATIONS

The District is seeking qualified professional grant administration Service Providers experienced in grant application preparation and administration/project delivery. Please provide the following as it relates to your qualifications:

1. **History.** A brief history of the Service Provider, including general background, knowledge of and experience working with relevant agencies and programs.

2. **Experience.** Service Provider’s related experience in applying for and managing federally funded local projects, in particular recent experience.

3. **Past Performance/Actual Experience.** A description of Service Provider’s work performance and experience with CDBG, CDBG Mitigation, FEMA Hazard Mitigation, or similar projects, including a list of at least three references from past local government clients, with information describing the relevancy of the previous performance.

4. **Proposed Scope of Work.** A description of the specific parts of the Scope of Work the Service Provider intends to perform. If the Service Provider intends to provide services related to all parts of the Scope of Work, indicate that fact in your response.

5. **Capacity to Perform.** A description of the Service Provider’s capacity to perform the chosen Scope of Work activities as well as resumes of all employees and subcontractors who may be assigned to provide services if the Service Provider’s firm is selected, identifying current employees and proposed hires and subcontractors.

6. **Available Resources.** A statement substantiating the resources of the Service Provider as well as the ability to carry out the Scope of Work requested within the specified timeline.

III.
PROPOSED COST OF SERVICES

1. **Cost Proposal.** The Service Provider shall submit a cost proposal to accomplish the scope of work by activity or to complete a specific service outlined above and for any additional services required. The proposed budget must include all costs that are necessary to successfully complete the Scope of Work. Please note that the District will not use the lowest/best bid as the sole basis for entering into this contract; rather, the award will be made to the Service Provider(s) offering the best value, considering cost and other factors. The District reserves the right to negotiate pricing.

2. **Participation by Small Businesses, Minority and Women's Business Enterprises.** The District will consider dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises. As such, Service Providers may specify any maximum limit to the total dollar value of grant funds Service Provider(s) are able and willing to manage. Service Provider(s) may submit proposals for any or all activities. The District will give preference to firm-fixed pricing. The proposal must include all costs that are necessary to successfully complete these activities.

   Upon the award of this contract, profit (either %/actual cost) must be identified and negotiated as a separate element of the price for any contract in excess of $50,000.00**.**

IV.
EVALUATION CRITERIA

The District will rank and evaluate submitted proposals according to the following criteria and using the rating sheet enclosed as Attachment "B." The weight given to each area of evaluation is as follows:

Criteria	**Maximum Points**
Experience	30
Work Performance	30
Capacity to Perform	20
Proposed Cost	20
Total	**100**

V.
SUBMISSION REQUIREMENTS

All proposals shall include the following items:

1. **Statement of Qualifications ("SOQ" or "SOQs").** Each Service Provider shall submit a SOQ, as outlined in Section II, demonstrating competence and expertise in the areas of practice outlined in this solicitation. SOQs shall be limited to not more than **twenty (20) pages**, exclusive of resumes, tabs, and required attachments. The Statement of Qualifications will be used to rank the proposals using the Grant Administration Rating Sheet (Attachment "B"). The SOQ shall include:

   a. Any information that the Service Provider deems appropriate in support of its proposal;

   b. Service Provider's company profile;

   c. A list of past local governmental clients, as well as resumes of all employees and/or subcontractors who will, or may, be assigned to contract, should the Service Provider receive a grant administration services contract award in response to this RFP; and

   d. A list with a minimum of five (5) references.

2. **Certificate of Insurance (Attachment "C").** Each Service Provider must affirmatively state that the Grant Administrator, if selected by the District, is capable of obtaining, and shall obtain insurance in the following minimum amounts:

   a. **Commercial General Liability Limits (Underlying Coverage):**

Each Occurrence	$2,000,000
Fire Damage to Rented Premises	$ 300,000
Medical Expenses	$ 10,000
Personal & Adv. Injury	$1,000,000
General Aggregate	$2,000,000
Products-Comp/Ops Aggregate	$2,000,000

   b. **Auto Liability Limits (Underlying Coverage):**

Combined Single Limits for Owned, Hired & Non-Owned	$1,000,000

   c. **Umbrella Liability Limits for Commercial General Liability (I, above) and Auto Liability (II, above):**

Each Occurrence	$ 5,000,000
Aggregate	$ 5,000,000

d. **Professional Liability (Underlying Coverage):**

Per Claim	$ 2,000,000
Annual Aggregate	$ 2,000,000

3. **Child Support Statement for Negotiated Contracts and Grants (Attachment "D").** Service Provider(s) must complete the Child Support Statement as mandated by the State of Texas. Please refer to Attachment "D" for guidance.

4. **Civil Rights Compliance (Attachment "E").** Service Providers, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Please complete the statement in the form attached as Attachment "E."

5. **System for Award Management (Attachment "F").** Service Providers must have a current registration in the System for Award Management (https://sam.gov/SAM/). Neither the Service Provider nor its principals may be debarred or suspended or otherwise be on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the Service Provider as well as its principals are **not** listed (i.e., are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the search results that includes the record date. This clearance information must be included in the service provider's Proposal.

6. **Anti-Collusion Affidavit (Attachment "G").** Service Providers must complete and include the Anti-Collusion Affidavit attached as Attachment "G."

7. **Form CIQ (Attachment "H").** Service Providers must identify any and all actual or potential conflicts of interest (if any) the Service Provider or key employees may have regarding these grant administration services, and a plan for eliminating or mitigating the conflict(s). Note that the District may, in its sole discretion, determine whether or not a conflict disqualifies a Service Provider, and/or whether or not a conflict mitigation plan is acceptable. Chapter 176 of the Texas Local Government Code requires that any vendor or person who enters or seeks to enter into a contract with the District entity must disclose, in Form CIQ, the Service Provider or other associated person's employment, affiliation, business relationship, family relationship, or provision of gifts that might cause a conflict of interest with a local government entity. Form CIQ is included in this RFP and must be submitted with the response. If no such conflicts, or potential conflicts, exist, then the Service Provider shall state that fact.

8. **Certification Regarding Lobbying (Attachment "I").** For proposals exceeding $100,000, the Service Provider must include a Certification for Contracts, Grants, Loans, and Cooperative Agreements in the format attached as Attachment "I."

9. **Disclosure of Lobbying Activities (Attachment "J").** Service Providers must complete a Disclosure of Lobbying Activities of the Service Provider, its principals and/or key employees in the form attached as Attachment "J."

10. **Form 1295 - Certificate of Interested Parties. (Attachment "K").** Effective January 1, 2018, all contracts and contract amendments, extensions, or renewals executed by the District will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Section 2252.908 of the Texas Government Code. Form 1295 must be completed by the successful Service Provider at the time of execution of any contract awarded in response to this RFP. Form 1295 is included in this RFP for reference as Attachment "K."

11. **Mandatory State Contract Clauses (Attachment "L").** All contracts between the District and a Service Provider must include the mandated state contract clauses as reflected in Attachment "L."

12. **Mandatory Federal Contract Clauses (Attachment "M").** All contracts between the District and a Service Provider must include the mandated state contract clauses as reflected in Attachment "M."

VI.
SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

1. **Mandatory Solicitation.** Small and minority businesses, women's business enterprises, and labor surplus area firms ***must*** participate in this RFP. If the successful Service Provider is a prime contractor and may use subcontractors, the following affirmative steps are required of the prime Service Provider:

   a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.

   b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

   c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.

   d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.

   e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the Department of Commerce.

   f. For purposes of compliance, select the MBDA Center that is in closest proximity to your community. Email your RFP to the appropriate center.

2. **MBDA Centers.** Minority-owned businesses may be eligible for contract procurement assistance with public and private sector entities from MBDA centers:

Dallas MBDA Business Center
8828 N. Stemmons Frwy, Ste. 550B
Dallas, Texas 75247
(214) 920-2436
Site: https://www.mbdadfw.com
Email: admin1@mbdadallas.com

Houston MBDA Business Center
3100 Main Street, Ste. 701
Houston, Texas 77002
(713) 718-8974
Site: https://www.mbda.gov/business-center/houston-mbda-business-center
Email: MBDA@hccs.edu

El Paso MBDA Business Center
2401 East Missouri Avenue
El Paso, Texas 79903
(915) 351-6232
https://www.mbda.gov/business-center/el-paso-mbda-business-center
Email: treed@ephcc.org

San Antonio MBDA Business Center
501 W. Cesar E. Chavez Blvd., Ste. 3.324B
San Antonio, Texas 78207
(210) 458-2480
https://www.mbda.gov/business-center/san-antonio-mbda-business-center
Email: orestes.hubbard@utsa.edu

3. **Small and Women Business Enterprise Centers.** Small and woman-owned businesses may be eligible for assistance from SBA Women's Business Centers:

Dallas Fort Worth WBC
7800 N. Stemmons Fwy., Ste. 120
Dallas, Texas 75247
(214) 572-9452
https://womensbusinesscenterdfw.com/
Email: wbcdfw@liftfund.com

WBEA – Women's Business Center
9800 Northwest Freeway, Ste. 120
Houston, Texas 77092
(713) 681-932
https://www.wbea-texas.org/womens-business-center
Email: wbc@wbea-texas.org

LiftFund Women's Business Center
600 Soledad Street
San Antonio, Texas 78205
(888) 215-2373 ext. 3000
https://womensbusinesscentersa.com/
Email: wbc@liftfund.com

4. **Small Business Development Centers.** SBA also provides assistance at Small Business Development Centers located across Texas:

https://americassbdc.org/small-business-consulting-and-training/find-your-sbdc/

VII.
DEADLINE AND FORM OF SUBMISSION

1. **Deadline/Number of Physical Copies.** Proposals must be **received** in the District's office no later than **Tuesday, September 1, 2026, by 12:00 p.m.** It is the Service Provider's

responsibility to ensure the proposal is received in a timely manner. Proposals received after the deadline will not be considered for the award, regardless of whether the delay was beyond the Service Provider's control. Please provide an original and five (5) hard copies of your proposal and email a digital copy to the following address: **Mr. Joe Escobedo, District Purchaser, Orange County Drainage District, 8081 Old Highway 90, Orange, Texas 77630; email: jescobedo@ocddtx.com. (If the original is in color, please submit the copies in color and mark "Copy").**

2. **Method of Delivery.** The proposal must be delivered in a sealed 9 x 12 or larger envelope clearly marked on the outside: **"RFP-2026-01-GRANT-MRP-GLO"**.

3. **Project Contact Person.** Any and all questions or requests for additional information shall be directed to Mr. Joe Escobedo by email at jescobedo@ocddtx.com, and such email must include **"RFP-2026-01-GRANT-MRP-GLO"** in the subject heading thereof. Alternatively, questions may be submitted online via CIVCAST at www.civcastusa.com, which is equivalent to contacting the District directly. All questions or requests must be submitted **no later than Wednesday, August 19, 2026, at 5:00 p.m**. The District will attempt to respond to such inquiry within three (3) business days.

VIII.
OPENING OF PROPOSALS

1. **Opening of Proposals.** The District will open the proposals at **2:00 p.m. on Tuesday, September 1, 2026,** in the Boardroom of the Orange County Drainage District located at **8081 Old Highway 90, Orange, Orange County, Texas 77630**. The public is invited to attend.

Attachment "A"
SCOPE OF GRANT ADMINISTRATION AND OTHER SERVICES

The grant administration service provider ("Service Provider") shall provide the following scope of services:

I.
SCOPE OF SERVICES REQUESTED

Service Providers will assist the District and the Texas General Land Office (GLO) in fulfilling State and Federal Mitigation Reallocation Program (MRP) statutory responsibilities related to recovery in connection with any federally declared disaster. Service Providers will assist the GLO and/or grant recipients in completing Mitigation Reallocation Program (MRP) projects. Service Providers may be qualified to provide Grant Administration services for one or more programs or services (environmental, acquisition, general administration, etc.). Any grant administrative services must comply with the U.S. Department of Housing and Urban Development (HUD) and with guidelines issued by the GLO.

II.
DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

1. **Capacity to Perform Services.** Service Provider must be able to perform the tasks listed herein to be considered eligible for an award under this Solicitation. Service Providers should provide a detailed narrative of their experience for each item below. Service Providers should clearly indicate if they intend to provide services in-house with existing staff or through subcontracting or partnership arrangements. Grant Administration Services will be provided in conformance with the guidance documents and use forms provided by the District utilizing GLO guidance. The Service Providers shall furnish pre-funding and post-funding grant administrative services to complete the Mitigation Reallocation Program (MRP) projects, including, but not limited to the following:

    a. **Pre-Funding Services.** Service Provider will develop project scope and complete Mitigation Reallocation Program (MRP) application(s). The provider will work with the District and, if applicable, the engineer to provide the concise information needed to submit complete Mitigation Reallocation Program (MRP) funding application(s) and related documents. The required information shall be submitted in a format specified by the GLO.

    b. **Post-Funding Services.** Service Provider will provide grant administration services required to complete infrastructure, acquisition, housing, and other eligible projects approved for Mitigation Reallocation Program (MRP) funding. The selected service provider must comply with all program requirements established by the GLO.

2. General Grant Administrative Duties:

a. Ensure program compliance, including all Mitigation Reallocation Program (MRP) requirements and all parts thereof, the current Federal Register, etc.

b. Assist the District in establishing and maintaining financial processes.

c. Obtain and maintain copies of the District's most current contract including all related change requests, revisions, and attachments.

d. Establish and maintain recordkeeping systems on behalf of the District.

e. Assist the District with resolving monitoring and audit findings.

f. Serve as monitoring liaison for the District.

g. Assist the District with resolving third-party claims.

h. Report suspected fraud to the GLO.

i. Submit timely responses to the GLO requests for additional information.

j. Complete draw request forms and supporting documents.

k. Facilitate outreach efforts, application intake, and eligibility review.

l. Utilize and assist with the GLO's system of record to complete milestones, submit documentation, reports, draws, change requests, etc.

m. Submit change requests and all related required documentation.

n. Coordinate, as necessary, between the District and any other appropriate service providers (i.e., Engineering, Environmental, etc.), contractors, subcontractors, and the GLO to effectuate the services requested.

o. Assist, as needed, in public hearings.

p. Work within the GLO's system of record.

q. Provide monthly project status updates.

r. Funding release will be based on deliverables identified in the contract.

s. Labor and procurement duties:
   1) Provide all Labor Standards Officer (LSO) Services.
   2) Ensure compliance with all relevant labor standards regulations.

3) Ensure compliance with procurement regulations and policies.
4) Maintain document files to support compliance.

t. Financial duties:
1) Prepare and submit all required reports (Section 3, Financial Interest, etc.).
2) Assist the District with the procurement of audit services.
3) Assist the District in establishing and maintaining a bank account for program funds.
4) Implement and coordinate the Affirmatively Furthering Fair Housing (AFFH) requirements as directed by HUD and the GLO.
5) Implement and coordinate Section 504 requirements.
6) Ensure program compliance.
7) Ensure that fraud prevention and abuse practices are in place and are being implemented.
8) Prepare and submit all close-out documents.
9) Submit all invoices no later than sixty (60) days after the expiration of the contract. All outstanding funds may be swept after sixty (60) days. The provider may request an extension of this requirement in writing.
10) Assist in preparation of contract revisions and support documents including, but not limited to, amendments/modifications and change orders.

u. Perform any other administrative duty required to deliver and complete assigned projects.

3. Construction Management.

a. Assist in submitting/setting up project applications in the GLO's system of record.

b. Compile and collate complete contract/bid packages that meet GLO program requirements. The packages will contain supporting documentation that meets or exceeds the requirements of the GLO's program. If applications lack the required forms, the provider may assist the District by coordinating the acquisition of the necessary documentation.

c. Monitor, report, and evaluate the Service Provider's performance; notify the District if the Service Provider(s) fails to meet established scheduled milestones. Receive, review, recommend, and process any change orders as appropriate to the individual projects.

d. Assist with project activity draws/close out.

e. Submit all the necessary documentation for draws and to close a project activity in the GLO's system of record. The provider will compile, review for completeness, and collate complete contract/closeout packages that meet GLO program requirements for draw requests. If applications lack the required forms, the provider may assist the District in obtaining the necessary documentation.

f. Assist in developing Architectural and Engineering plans with guidance from the GLO.

g. Assist in the reassignment and scope alignment (as necessary).

4. Acquisition Duties.

a. Submit acquisition reports and related documents.

b. Establish acquisition files (if necessary).

c. Complete acquisition activities (if necessary).

5. Environmental Services

a. Review each project description to ascertain and/or verify the level of environmental review required: Exempt, Categorical Exclusion not Subject to 58.5, Categorical Exclusion Subject to 58.5, Environmental Assessment, and Environmental Impact Statements.

b. If necessary, conduct tiered environmental review and submit broad and site-specific environmental reviews as required by 24 CFR Part 58.

c. Prepare, complete, and submit HUD-required forms for environmental review and provide all documentation to support environmental findings;

d. Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance.

e. Be able to perform or contract special studies, additional assessments, or permitting to secure environmental clearance. These may include, but are not limited to, biological assessments, wetland delineations, asbestos surveys, lead-based paint assessments, archeology studies, architectural reviews, Phase I & II ESAs, USACE permits, etc.

f. Prepare all responses to comments received during the comment phase of the environmental review, including State/Federal Agency requiring further studies and/or comments from public or private entities during the public comment period.

g. Maintain close coordination with local officials, project engineers, and other members of the project team to ensure an appropriate level of environmental review is performed, and no work is conducted without authorization.

h. Complete and submit the environmental review into GLO's system of record.

i. Conduct one or more site visits, as necessary, to the project location and complete a field observation report.

j. Prepare and submit for publication all public notices including, but not limited to, the Notice of Finding of No Significant Impact (FONSI), Request for Release of Funds floodplain/wetland early and final notices in required order and sequence.

k. Provide documentation of clearance for Parties Known to be Interested as required by 24 CFR 58.43.

l. Process environmental review and clearance in accordance with NEPA.

m. Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required.

n. Prepare and submit Monthly Status Report.

o. Participate in regularly scheduled progress meetings.

Attachment "B"

GRANT ADMINISTRATOR RATING SHEET

RFP-2026-01-GRANT-MRP-GLO

Grant Recipient: Orange County Drainage District	**MRP**	**GLO**
Grant Administrator Candidate:		
Evaluator:	**Date:** / / 2026	

EXPERIENCE: Rate the Grant Administrator for experience in the following areas:

Factor	**Max Pts.**	**Score**
Related Experience/Background with federal and state funded projects	5	
Related Experience/Background with specific flood mitigation projects, acquisition of property, coordination with regulatory agencies, and implementation of flood mitigation projects.	5	
Related Experience/Background with specific services. a. Administrative, construction management and related experience. b. Environmental review.	 10 5	
References from current/past clients.	5	
Total Score:	**30**	

WORK PERFORMANCE: Rate the Grant Administrator for performance in the following areas:

Factor	**Max Pts.**	**Score**
Submits requests to client and funding agency in a timely manner.	5	
Responds to client/GLO requests in a timely manner.	5	
Past client/GLO projects completed on schedule.	5	
Work product is consistently of high quality with a low level of errors.	5	
Past client/GLO projects have a low level of monitoring findings/concerns.	5	
Manages projects within budgetary constraints.	5	
Total Score:	**30**	

CAPACITY TO PERFORM: Rate the Grant Administrator for capacity in the following areas:

Factor	**Max Pts.**	**Score**
Qualifications of Professional Administrators/Experience of Staff a. Administrative construction management, and related acquisition b. Environmental Review	 8 4	
Present and Projected Workloads	4	
Demonstrated understanding of scope of the Mitigation Reallocation Program (MRP), as appropriate.	4	
Total Score:	**20**	

PROPOSED COST: Rate the Grant Administrator for cost as calculated below:

Factor		**Max Pts.**	**Score**
Proposed Cost is in line with independent estimate and as compared with all cost proposals received. Calculate as set forth below:		N/A	
A=Lowest Proposal $__________________ B=Current Proposal $__________________	A ÷ B x 20 = Score	20	
Total Score:		**20**	

TOTAL SCORE:

Factor	**Max Pts.**	**Score**
Experience.	30	
Work Performance.	30	
Capacity to Perform.	20	
Proposed Cost.	20	
Total Score:	**100**	

Attachment "C"

<u>CERTIFICATE OF INSURANCE FOR SERVICE PROVIDER</u>

(Attach Certificate of Insurance or Binder along with this Certification)

RFP-2026-01-GRANT-MRP-GLO

I, ______________________________________, as a duly authorized representative of ____, certify that evidence of required general liability, worker's compensation, and professional liability insurance for personnel assigned to the project and automobile insurance for any vehicles used for the project in the amounts set forth in this RFP shall be provided to the issuer of this RFP within ten (10) calendar days of any Notice of Award.

___________________________________	______________________________
Signature of Duly Authorized Representative	Printed/Typed Name of Firm
___________________________________	______________________________
Printed or Typed Name and Title	Date

Attachment “D”

CHILD SUPPORT STATEMENT FOR NEGOTIATED CONTRACTS AND GRANTS
RFP-2026-01-GRANT-MRP-GLO

Under Section 231.006 of the Texas Family Code, the proposed applicant certifies that the individual or business entity named in this contract, bid, or application is eligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

List below the name and Social Security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application.

NAME	SOCIAL SECURITY NUMBER

Section 231.006 of the Texas Family Code, specifies that a child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under a contract to provide property, materials, or services; or receive a state-funded grant or loan.

A child support obligor or business entity ineligible to receive payments described above remains ineligible until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

Except as provided by Section 231.302(d), Family Code, a Social Security number is confidential and may be disclosed only for the purposes of responding to a request for information from an agency operating under the provisions of Parts A and D of Title IV of the federal Social Security Act (42 USC Section 601417 and 651-669).

______________________________ ______________________________
Signature of Duly Authorized Representative Printed/Typed Name of Firm

______________________________ ______________________________
Printed or Typed Name and Title Date

Attachment "E"

CIVIL RIGHTS COMPLIANCE

RFP-2026-01-GRANT-MRP-GLO

1. **Nondiscrimination.** The Service Providers, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Service Providers shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 and Part 710.405(b) of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

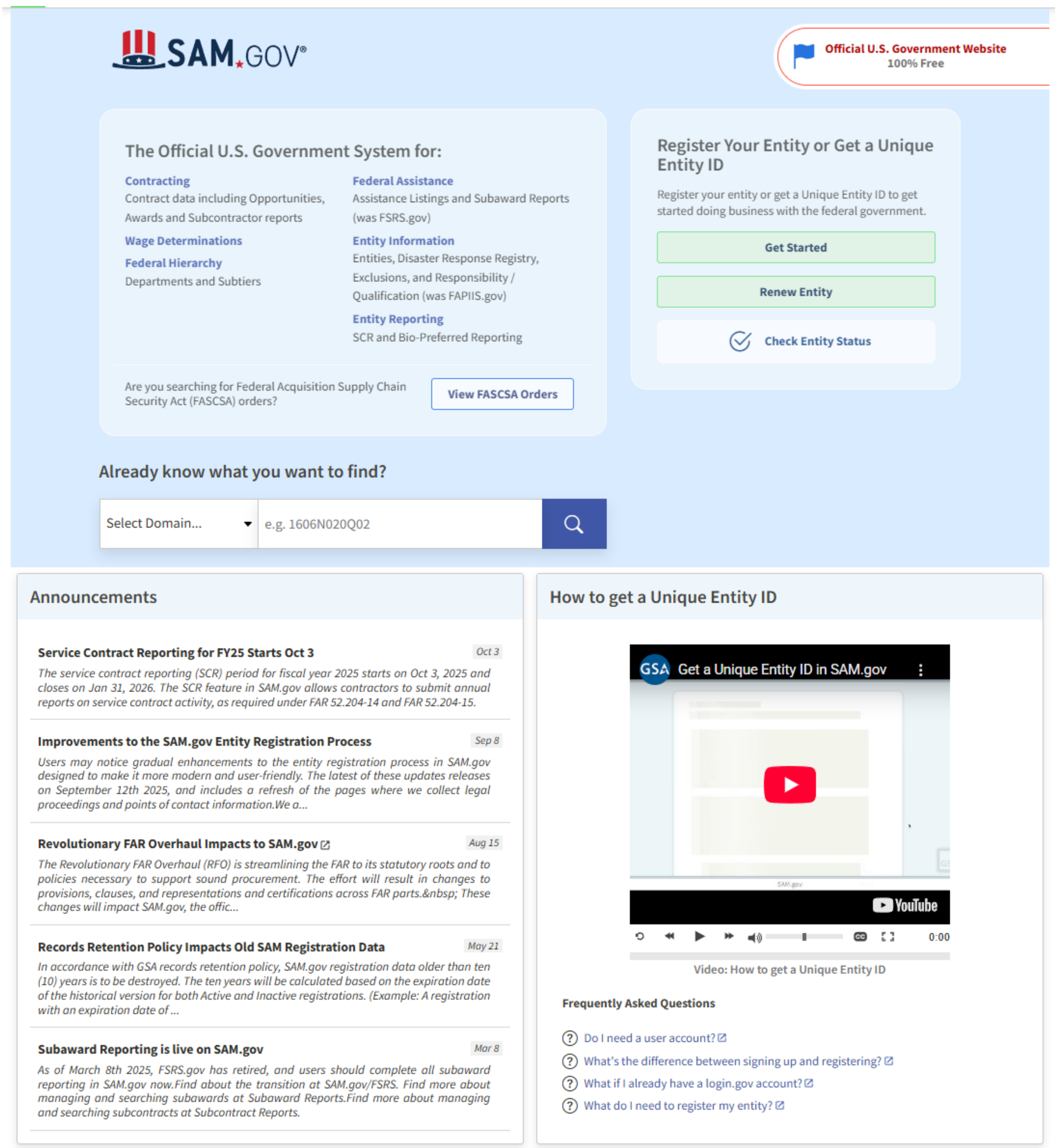
2. **Solicitations for Subcontracts Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Service Providers for work to be performed under a subcontract including procurement of materials or leases of equipment, each potential contractor or supplier shall be notified by the Service Providers of its obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

______________________________	______________________________
Signature of Duly Authorized Representative	Printed/Typed Name of Firm
______________________________	______________________________
Printed or Typed Name and Title	Date

Attachment "F"

SYSTEM FOR AWARD MANAGEMENT INFORMATION

RFP-2026-01-GRANT-MRP-GLO



Attachment “G”

ANTI-COLLUSION AFFIDAVIT
RFP-2026-01-GRANT-MRP-GLO

STATE OF TEXAS §
§
COUNTY OF ____________________ §

BEFORE ME, the undersigned authority, on this day personally appeared ____________________________ known to me to be the person whose name is subscribed to the following, who, upon oath says:

“I am the Manager, Secretary, or other Agent or Officer or the Principal of the Service Provider in the matter of the proposal to which this affidavit is attached, and I have full knowledge of the relations of the Service Provider with the other firms in this same line of business, and the Service Provider is not a member of any trust, pool or combination to control the price of the services in this proposal, or to influence any person to submit a proposal or not to submit a proposal thereon.

“I further affirm that the Service Provider has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.”

AFFIANT FURTHER SAYETH NAUGHT

____
AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME by the above Affiant, who, upon his or her oath, states that the facts contained in the above are true and correct, this____ day of _________________, 2026.

____
NOTARY PUBLIC – STATE OF TEXAS

Service Provider: ____

Signed By: ____

Title: ____

Address: ____

Phone: ____

Fax: ____

Email: ____

PROPOSALS UNACCOMPANIED BY THIS AFFIDAVIT WILL NOT BE CONSIDERED

The Orange County Drainage District is an affirmative action/equal opportunity employer. The District does not discriminate based on race, color, national origin, sex, sexual orientation, gender identity, religion, age, or handicapped status in employment or the provision of services. Section 3 residents, minority business enterprises, small business enterprises, women business enterprises, and labor surplus area firms are encouraged to submit statements of qualifications.

Attachment "H"

<u>FORM CIQ</u>

RFP-2026-01-GRANT-MRP-GLO

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Name of signatory	Signature	Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 8/14/2024

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
(B) a transaction conducted at a price and subject to terms available to the public; or
(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
***
(2) the vendor:
(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that
(i) a contract between the local governmental entity and vendor has been executed; or
(ii) the local governmental entity is considering entering into a contract with the vendor;
(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:
(i) a contract between the local governmental entity and vendor has been executed; or
(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
(3) has a family relationship with a local government officer of that local governmental entity.
(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
(1) the date that the vendor:
(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
(2) the date the vendor becomes aware:
(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
(B) that the vendor has given one or more gifts described by Subsection (a); or
(C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 8/14/2024

Attachment "I"

CERTIFICATION REGARDING LOBBYING
(To be submitted with each bid or offer exceeding $100,000

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all the Districts shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Service Provider, ___________________________________, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Service Provider understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.* apply to this certification and disclosure.

____   _________________________
Signature of Service Provider's Authorized Official   Date

____
Name and Title of Service Provider's Authorized Official

Attachment “J”

DISCLOSURE OF LOBBYING ACTIVITIES

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks “Subawardee,” then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. Identification of Lobbyists.

    (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract b. grant ___ c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application ______ b. initial award c. post-award	**3. Report Type:** a. initial filing ______ b. material change

1. **Name and Address of Reporting Entity:** ____ Prime ____ Subawardee Tier______, if Known: **Congressional District, if known:**	2. **If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime: **Congressional District, if known:**
3. **Federal Department/Agency:**	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: __________________
8. Federal Action Number, *if known:*	**9. Award Amount**, *if known:* **$**
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a) (last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** ___________________________________ **Print Name:** ___________________________________ **Title:** ___________________________________ **Telephone No.:** ____________ **Date:** _____________
Federal Use Only	**Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)**

Attachment "K"

<u>FORM 1295</u>

RFP-2026-01-GRANT-MRP-GLO

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

4

Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** ☐

6 **UNSWORN DECLARATION**

My name is _______________________________, and my date of birth is _______________________.

My address is _______________________________, _____________, _______, _________, ___________.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in ______________ County, State of ___________, on the ______ day of ___________, 20_____.
(month) (year)

____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

Attachment "L"

MANDATORY STATE CONTRACT CLAUSES
RFP-2026-01-GRANT-MRP-GLO

The following clauses are mandated by the State of Texas and must be included with any contract for professional grant administration services funded as a whole, or in part, by an agency of the State of Texas.

1. **Foreign Terrorist Organizations.** Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, Service Provider is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

2. **Israel Boycott.** If employing ten (10) or more full-time employees and this Agreement has a value of $100,000.00 or more, Service Provider does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in Section 808.001 of the Texas Government Code.

3. **Energy Company Boycott.** If employing ten (10) or more full-time employees and this Agreement has a value of $100,000.00 or more, Service Provider does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in Section 809.001 of the Texas Government Code.

4. **Firearm Entity Discrimination.** If employing ten (10) or more full-time employees and this Agreement has a value of $100,000.00 or more, Service Provider does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in Sections 2274.001(6) and (7) of the Texas Government Code.

5. **Human Trafficking. BY ACCEPTANCE OF THIS AGREEMENT, THE SERVICE PROVIDER ACKNOWLEDGES THAT THE DISTRICT IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO DISTRICT FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.**

6. **Child Support Obligation.** Under Section 231.006 of the Texas Family Code, the Service Provider certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this

Agreement may be terminated and payment may be withheld if this certification is inaccurate. *Tex. Fam. Code §§231.006 and 231.302.*

7. **Critical Infrastructure Affirmation.** Pursuant to Section 2274.0102 of the Texas Government Code, the Service Provider certifies that neither it nor its parent company, nor any affiliate of the Service Provider or the affiliate's parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Section 2274.0103 of the Texas Government Code, or (2) headquartered in any of these countries. *Tex. Gov't Code §2274.0102.*

8. **No Conflicts of Interest.** The Service Provider represents and warrants that the provision of goods and services or other performance under the Agreement will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. *Tex. Gov't Code §§2252.908, 2252.032, and 2261.252(b).*

9. **Texas Public Information Act.** Notwithstanding any other provision herein, the Parties expressly acknowledge that this Agreement is subject to the Texas Public Information Act, Texas Government Code §§ 552.001 *et seq.*, as amended (the "Act"). Service Provider expressly understands and agrees that the District shall release any and all information necessary to comply with Texas law without the prior written consent of Service Provider. It is expressly understood and agreed that the District, its officers and employees may request advice, decisions and opinions of the Attorney General of Texas ("Attorney General") in regard to the application of the Act to any software, or any part thereof, or other information or data furnished to the District, whether or not the same are available to the public. It is further understood that the District, its officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that the District, its officers, and employees shall have no liability or obligations to Service Provider for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other information or data furnished to the District in reliance on any advice, decision or opinion of the Attorney General. In the event the Service Provider receives a written request for information pursuant to the Act that affects Service Provider's rights, title to, or interest in any information or data or a part thereof, furnished to the District by Service Provider under this Agreement, then the District will promptly notify Service Provider of such request. The District may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. Service Provider is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act. Service Provider is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged. With respect to electronic mail addresses, Service Provider affirmatively consents to the disclosure of its e-mail addresses that are provided to the District. This consent is intended to comply with the requirements of the Act and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by Service Provider and agents acting on behalf of

Service Provider and shall apply to any e-mail address provided in any form for any reason, whether related to this Agreement or otherwise.

10. **Suspension and Debarment.** The Service Provider certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration of the United States. *Tex. Gov't Code §2155.077.*

11. **Work Product.** All reports, documents, electronic files, studies, and other work products produced by the Service Provider under this Agreement shall become the property of the District upon creation and shall be delivered to the District upon request or upon termination of this Agreement.

Attachment "M"

<u>MANDATORY FEDERAL CONTRACT CLAUSES</u>
RFP-2026-01-GRANT-MRP-GLO

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts may contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

All Contracts

THRESHOLD	PROVISION	CITATION
>$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation-adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>$10,000	All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)

	of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.	

	(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment	

	practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.	
>$2,000	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a	2 CFR 200 APPENDIX II (D)

	contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or the District must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	
>$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
>$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations	2 CFR 200 APPENDIX II (G)

	issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	
None	Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.316.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system.	2 CFR 200.336

	The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	
None	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.	2 CFR 200.321
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report,	2 CFR 200.334

	respectively, as reported to the Federal awarding agency or pass-through entity in the case of a recipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of	

	the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.	
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of Mitigation Reallocation Program (MRP) funds through the Texas General Land Office (GLO). If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. §6201