



**RFP# 2023-17**

**REQUEST FOR PROPOSALS**  
for Consultant/Firm to provide a  
**Multi-jurisdiction Hazard Mitigation**  
**Action Plan Update**  
*For Gregg County, Texas*

**PROPOSAL DUE DATE:**

**By 2:00pm Wednesday, August 30, 2023**

*Gregg County Purchasing Office  
101 East Methvin Street, Suite 205  
Longview, Texas 75601*

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## **GREGG COUNTY, TEXAS REQUEST FOR PROPOSALS**

In accordance with the Laws of the State of the Texas, Gregg County is seeking sealed proposals for a consultant/firm to provide a Multi-jurisdictional Hazard Mitigation Action Plan Update for Gregg County, Texas.

**SEALED PROPOSALS** addressed to the Purchasing Agent for Gregg County, Texas must be received in the Purchasing Department at, 101 East Methvin, Suite 205, Longview, Texas 75601 not later than 2:00 p.m. on Wednesday, August 30, 2023 for the following:

### **Consultant/Firm to provide a Multi-jurisdiction Hazard Mitigation Action Plan Update *For Gregg County, Texas***

Solicitation documents are now posted on the Gregg County Website [www.co.gregg.tx.us](http://www.co.gregg.tx.us) on the Purchasing Department webpage. Please click on the ***Current Bids Tab*** to download the RFP document. Only paper responses are allowed for this RFP; facsimiles will not be accepted. Paper documents may also be obtained from the office of the Purchasing Agent.

All documents relating to this Request for Proposal including but not limited to, the RFP document, questions and their responses, addenda and special notices will be posted on the Gregg County Purchasing Department website under the ***addendums tab*** and available for download by bidders and other interested parties. *It is the bidders'/respondents' sole responsibility to review this site and retrieve all related documents prior to the Bid due date.*

## PROPOSAL INSTRUCTIONS

- ❖ **Submission of Proposals:** Respondent shall submit (2) sets of proposals documents one with original signatures and one copy. Respondents shall also submit one flash drive (jump, thumb) with a copy of proposal. **All shall be sealed and marked RFP# 2023-17 Hazard Mitigation Update for Gregg County, Texas** and mailed/hand delivered to the address below by the closing date specified. **A facsimile transmission is not an acceptable response to this RFP Process and will not be considered.**

Gregg County Purchasing  
Kelli Davis, NIGP-CPP, CPPB  
Purchasing Agent  
101 East Methvin, St. 205  
Longview, Texas 75601

- ❖ Questions concerning this sealed process shall be directed to Gregg County Purchasing Director by email to [purchasing@co.gregg.tx.us](mailto:purchasing@co.gregg.tx.us); Kelli Davis. Failure to comply with this guideline could result in disqualification.
- ❖ **All proposals must be sealed** when returned to Gregg County.
- ❖ RESPONSES WILL BE received and publicly acknowledged at the Gregg County Purchasing Department located at the address listed above on **Wednesday, August 30, 2023 by 2:00PM**. Vendors, their representatives and interested persons may be present; only the names of the vendors who submitted a response will be read aloud – all information will remain confidential until a contract is awarded; if any.
- ❖ It is the Respondents sole responsibility to print and review all pages of the RFP document, attachments, questions and their answers, addenda and special notices. Failure to provide original signature on these forms could render statement non-responsive.
- ❖ Any Proposals received after the date and/or hour set for RFP opening will not be accepted. The late Respondent will be notified and will advise Gregg County Purchasing as to the disposition by either pick up, return at bidder's expense, or destroyed with written authorization.
- ❖ If responses are sent by mail to the Purchasing Department, the Respondent shall be responsible for actual delivery of the RFP to the Purchasing Department before the advertised date and hour for opening of bids. If mail is delayed either in the postal service or in the internal mail system of Gregg County beyond the date and hour set for the RFP opening, proposals thus delayed will not be considered and will be disposed of as authorized.
- ❖ Respondents are encouraged to review this entire Request for Proposal Packet (RFP). All questions regarding this RFP must be in writing and sent by email to Purchasing Agent Kelli Davis at [kelli.davis@co.gregg.tx.us](mailto:kelli.davis@co.gregg.tx.us) or by fax to 903-237-2682. Contact with other personnel of the county other than the Purchasing Agent regarding the Request for Proposals may be grounds for elimination from the selection process. **Deadline for submitting questions is Friday, August 25, 2023 by 5:00PM**

## TERMS AND CONDITIONS

**DISCLOSURE OF CERTAIN RELATIONSHIPS:** Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Gregg County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed as defined in Section 176.006, Texas Local Government Code. A person commits an offense if the person violates Section 176.006, Texas Local Government Code. An offense under this section is a Class "C" misdemeanor. A copy of the law is available at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. The forms for reporting are available at <http://www.ethics.state.tx.us/forms/CIQ.pdf>.

**DISCLOSURE OF INTERESTED PARTIES:** In compliance with Section 2252.908 of the Texas Government Code, Gregg County Commissioners Court may not enter into a contract with a business entity as a result of acceptance or award of this solicitation unless the business entity submits a disclosure of interested parties form as required by this statute. Notification will be given to the business entity recommended for award upon which the business entity will be required to submit the completed form prior to award. A copy of this law is available at <http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2252.htm>. The on-line form is available at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). The Definitions are included in Chapter 46, Ethics Commission Rules: <https://www.ethics.state.tx.us/tec/1295Info.htm>.

### **PROHIBITION OF CONTRACT WITH CERTAIN COMPANIES:**

Vendors/Contractors/Providers must be in compliance with the provisions of §2252.152 and §2252.153 of the Texas Government Code, which states in part, contracts with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations are prohibited. A governmental entity may not enter into a contract with any company listed on the Comptroller of the State of Texas website identified under Section 806.051 or Section 2253.253, which do business with Iran, Sudan or any Foreign Terrorist Organization. By submitting a signed response to this request, contractor verified to Lubbock County that it is not on any such list.

**CHAPTER 2270 VERIFICATION:** Gregg County is legally prohibited from contracting for goods and services unless the contract contains written verification from the contractor that it does not, and will not during the term of the contract boycott Israel as described in Texas Government Code §808.001(1). By submitting a response to this request, the respondent is affirming compliance with Chapter 2270 of the Texas Government Code.

**SUSPENSION AND DEBARMENT** - This RFP and contract as a result of this RFP is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later

determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/sub recipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.” Respondent certifies that at the time of submission of its proposal, Respondent was not on the federal government’s list of suspended, ineligible, or debarred contractors and that Respondent has not been placed on this list between the time of its proposal submission and the time of execution of the Contract. If Respondent is placed on this list during the term of the Contract, Respondent shall notify the Gregg County Director of Purchasing. False certification or failure to notify may result in termination of the Contract for default. Must have an Active SAMs registration.

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:** Gregg County hereby notifies all Proposers that in regard to any contract entered into pursuant to this RFP, Disadvantaged Business Enterprises (DBE’s) will be afforded equal opportunities to submit Proposals and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award.

**HISTORICALLY UNDERUTILIZED BUSINESS/DISADVANTAGED BUSINESS ENTERPRISES:** The County is committed to ensuring that Historically Underutilized Businesses (HUB), Disadvantaged Business Enterprises (DBE), Small Business Enterprises (SBE), Minority, and Women-owned Business Enterprises (MWBE) receive a fair and equal opportunity for participation in Gregg County’s Procurement Process,

**CLEAN AIR ACT** – By submitting a response to this RFP the contractor/consultant/firm agrees and certifies to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The contractor agrees to report each violation to the (insert name of non-federal entity entering into the contract) and understands and agrees that the (insert name of the nonfederal entity entering into the contract) will, in turn, report each violation as required to 40 42 U.S.C. §§ 7401-7671q. This also includes all applicable standards, orders, or regulations issued pursuant to the Clean Air Act. 41 33 U.S.C. §§ 1251-1387, as amended. 42 2 C.F.R. Part 200, Appendix II, § G. Contract Provisions Guide 20 assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

**FEDERAL WATER POLLUTION CONTROL ACT** - By submitting a response to this RFP the contractor/consultant/firm agrees and certifies to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The contractor agrees to report each violation to the (insert name of the non-federal entity entering into the contract) and understands and agrees that the (insert name of the nonfederal entity entering into the contract) will, in turn, report each violation as required to assure notification

to the (insert name of the pass-through entity, if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.”

**TERM:** Any contract resulting from this RFP shall be effective for the duration of the development and writing of the updated Hazard Mitigation Plan and until the acceptance of the Hazard Mitigation Plan by FEMA.

**TITLE VI NOTICE/ NONDISCRIMINATION:** By submitting a Proposal, the Respondent certifies that it will comply with the following nondiscrimination statutes and their implementing regulations. Title VI of the Civil Rights Act of 1964, as amended (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance. Title VI has been broadened by related statutes, regulations, and executive orders as found in Appendices “A” through “E” as delineated in the USDOT Standard Title VI/Non-Discrimination Assurances- Specific Assurances to prohibit discrimination on other grounds including, but not limited to, religion, sex, age, and disability.

**CONTRACTS SUBJECT TO FEDERAL AWARD:**

The procurement standards of 2 CFR, Part 200, including, but not limited to 2 CFR 200.317-200.326, address the County’s requirements as a non-Federal entity, in regards to contracts it enters into that are subject to federal award. Pursuant to 2 CFR 200.236, the County, as a non-Federal entity, is required to include into contracts subject to federal award, the applicable provisions and contract clauses described in Appendix II to 2 CFR 200, (Contract Provisions for non-Federal Entity Contracts Under Federal Awards). In addition, should the County’s contracts under Federal award be subject to assistance from the Federal Emergency Management Agency (FEMA), FEMA requires the inclusion of contract terms in addition to those under Appendix II to 2 CFR 200.

**DAVIS BACON ACT:** All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

**COPELAND ANTI-KICKBACK ACT** - The Copeland "Anti-Kickback" Act prohibits workers on construction contracts from giving up wages that they are owed.<sup>24</sup> Additional requirements are listed below, and relevant definitions are at 29 C.F.R. § 3.2. The applicable implementing regulations are intended to assist with enforcement of the Davis-Bacon Act’s minimum wage provisions as well as various statutes with similar minimum wage provisions for federally assisted construction.

**TERMINATION** - Gregg County may terminate this Agreement for any reason upon ten (10) days written notice to the other party. County may terminate this Agreement immediately upon written notice if Contractor breaches this Agreement. In the event of any termination, Contractor shall promptly deliver to the County any and all Work Materials prepared for the County prior to the effective date of such termination, all of which shall become County's sole property. After receipt of the Work Materials, County will pay Contractor for the services which the County determines were satisfactorily performed as of the effective date of the termination.

Excuses for Non-Performance. Either party shall be absolved from its obligations under this contract when and to the extent that performance is delayed or prevented (and in the County of Gregg's case when and to the extent that its need for the articles, materials or work to be supplied hereunder is reduced or eliminated) by reason of acts of God, fire explosion, war riots, strikes, labor disputes, or governmental laws, orders or regulations.

**DEFAULT.** If Contractor or Subcontractor shall breach any provision hereof or shall become insolvent, enter voluntarily or involuntary bankruptcy or receivership proceedings or make an assignment to the benefit of creditors, County of Gregg shall have the right (without limiting any other rights or remedies which it may have hereunder or by operation of law) to terminate this contract by written notice to Contractor whereupon County shall be relieved of all further obligation hereunder except the obligation to pay the reasonable value of Contractor's prior performance (at not exceeding the contract rate), and Contractor shall be liable to County for all costs incurred by County in completing or procuring the completion of performance in excess of the contract price herein specified. The County's right to require strict performance of any obligation here under shall not be affected by any previous waiver, forbearance of course of dealing. Time is of the essence thereof.

#### **EQUAL EMPLOYMENT**

- a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.
- b. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(6), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. 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 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor .
- c. 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 U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 Page 8 of 25 [www.fema.gov/procurement-disaster-assistance-team](http://www.fema.gov/procurement-disaster-assistance-team) To Table of Contents 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 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 U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 Page 9 of 25 [www.fema.gov/procurement-disaster-assistance-team](http://www.fema.gov/procurement-disaster-assistance-team) To Table of Contents 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 applicant 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 applicant 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 applicant 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 applicant 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 U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 Page 10 of 25 [www.fema.gov/procurement-disaster-assistance-team](http://www.fema.gov/procurement-disaster-assistance-team) To Table of Contents 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 applicant 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 applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**ACCESS TO RECORDS.** The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide (insert name of state agency or local or Indian tribal government), (Gregg County, Texas), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 Page 23 of 25

[www.fema.gov/procurement-disaster-assistance-team](http://www.fema.gov/procurement-disaster-assistance-team) To Table of Contents his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the County of Gregg and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States. 2. CHANGES a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured

## SCOPE OF WORK

### **PROJECT OVERVIEW:**

Gregg County is issuing this RFP seeking a firm/consultant with expertise in Hazard Mitigation Action Planning for the purpose of updating the 2018 Gregg County Hazard Mitigation Action Plan for the County and participating Gregg County governmental entities. The Plan shall be in compliant with the criteria set forth in the following non-exclusive list: (Not all may apply)

- Public Law 93-288, as amended (Stafford Act)
- 44 CFR, Emergency Management and Assistance
- Disaster Mitigation Act of 2000
- OMB Regulations 2 CFR, Grant and Agreements
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Executive Order 12372, Intergovernmental Review of Programs and Activities
- Executive Order 12549, Debarment and Suspension
- Executive Order 12612, Federalism
- Executive Order 12699, Seismic Design
- Executive Order 12898, Environmental Justice
- Coastal Barrier Resources Act, Public Law 97-348
- Single Audit Act, Public Law 98-502
- Sandy Recovery Improvement Act publications
- 16 U.S.C. § 470, National Historic Preservation Act
- 16 U.S.C. § 1531, Endangered Species Act References
- FEMA program publications, guidance and policies
- Required Contract Clauses for Contracts Under Federal Award
- CFR 200, Appendix II & FEMA

The purpose of the Gregg County Multi-Jurisdictional Hazard Mitigation Action Plan is to provide an update of the 2018 Hazard Mitigation Plan that meets the requirements of and is approved by FEMA, so as to ensure that the following entities/partners are eligible for future hazard mitigation funding:

1. Gregg County
2. Clarksville City
3. City of Easton
4. City of Gladewater
5. City of Kilgore
6. City of Lakeport
7. City of Longview
8. City of White Oak
9. East Texas County of Governments

**The plan updated must ensure the following:**

- The plan shall meet or exceed the Final Rule for Local Mitigation Plans found in 44 C.F.R § 201.6.
- It is highly recommended that technical assistance be provided to the sub-recipient throughout the plan development process.
- The natural hazards assessed by the plan, at minimum, must be coordinated with the current FEMA-approved version of the State Hazard Mitigation Plan.
- The plan shall be submitted to FEMA for review and approval following State Hazard Mitigation Officer review and concurrence that the plan meets 44 C.F.R § 201.6.
- The firm shall utilize the Local Mitigation Planning Handbook as well as the Local Mitigation Plan Review Guide as guidance documents for developing the plan.
- The firm shall review and use the Local Mitigation Plan Review Tool, found in the Local Mitigation Plan Review Guide as a reference during the drafting of the plan, to ensure that the plan is completed correctly. A completed and accurate Local Mitigation Plan Review Tool must be submitted to the recipient and FEMA when a review is requested.
- The firm must be aware that each jurisdiction seeking approval of the plan must meet all requirements of 44 C.F.R § 201.6 to receive continued eligibility for FEMA mitigation grant programs.

The selected consultant will provide services to complete the following services (included but not limited to):

- A. Organize and lead the hazard mitigation planning team.
- B. Comprehensive review of all existing documents related to HMP.
- C. Facilitate and document input from the public, neighboring communities, and local and elected officials, agencies and other organizations.
- D. Research, develop and write and update 2018 Gregg County Hazard Mitigation Action Plan. Draft all applicable annexes and appendices.
- E. Work with the County to develop/update the maps needed to accompany the plan.
- F. The consultant will develop, update and maintain a project timeline, and provide monthly progress reports to the County Emergency Management Coordinator.
- G. Facilitate up to three meetings with County staff, external stakeholders, and response partners to include:
  - Public Meeting-Presentation of community-wide hazards, vulnerabilities, and consequences (Damage Estimates)
  - Core Planning Team – Presentation of the Updated Draft Plan
- H. The plan update shall be developed in accordance with the following guidance:
  - FEMA’S Local Multi-Hazard Mitigation Planning Guidance
  - FEMA’s Using Benefit-Cost Review in Mitigation Planning: State and Local Mitigation Planning

- Any additional State or Federal laws, standards, or requirements not specifically listed herein.

I. The plan update must include:

- Documentation of the planning process used to develop the plan, including how it was prepared, who was involved in the process and how the public was involved.
- A risk assessment which provides the factual basis for activities proposed in the strategy to reduce loss from identified hazards. The plan update must assess risk for the County as a whole and the risks faced by the individual cities, which are participating in the plan. The Risk assessment must include:
  - An updated description of the type, location and extent of all natural hazards that can affect Gregg County and the cities within Gregg County.
  - Updated Historical information on previous occurrences of hazard events and the probability of future hazard events.
  - An updated description Gregg County's vulnerability to the hazards. This update should include an overall summary of each hazard and its impact on the individual cities within Gregg County.
  - Update the mitigation strategy that provides the blueprint for reducing the potential losses identified in the risk assessment, based on existing authorities, policies, programs and resources, and its ability to expand on and improve these existing tools.
  - Update mitigation goals to reduce or avoid long-term vulnerabilities to the identified hazards.
  - The updated action plan should describe how the identified actions will be prioritized implemented and administered by the County and the individual jurisdictions.

J. The plan update must include an updated plan for maintenance process which provides:

- Update description of the method and schedule for monitoring, evaluating and updating the mitigation plan within a five-year cycle.
- The plan update must include documentation that the plan has been formally adopted by the governing body of the jurisdiction requesting approval of the plan (County Commissioners, City Council, or other local jurisdiction governing boards.)

K. Review the updated draft document with designated County staff and Texas Emergency Management Agency staff for compliance with applicable state and federal laws, regulations, and standards and correct any deficiencies.

L. Complete all revisions of draft as necessary.

M. The vendor will facilitate the submittal of the updated plan to Texas State Hazard Mitigation Officer for initial review and coordination. (FEMA)

N. The vendor must make any changes to the plan as specified in the Texas HMO and FEMA review Processes.

O. Final revised plan shall be written to a standard which will be capable of being approved by the Federal Emergency Management Agency when submitted by Gregg County.

P. Final revised plan shall be compliant with 44 CFR 201.6 (Local Mitigation Plans) and CPG 101.

Q. The final revised plan shall be provided to County Emergency Management Staff as one (1) electronic, editable copy in Microsoft Word format (version to be approved by County) and ten (10) hard copies no later than the last day of the Project Schedule deadline.

R. The vendor will prepare the plan for adoption by Gregg County and the cities within Gregg County.

S. The updated mitigation plan will include all required elements, as defined in the FEMA Local Mitigation Plan Review Guide. The plan will meet or exceed the Final rule for local mitigation planning found in 44 CFR, Section 201.6, in order to be approved by FEMA. In addition, the natural hazards assessed in the plan will coordinate with the current FEMA - approved State of Texas hazard Mitigation Plan and will adequately address all natural hazards with any probability of occurrence in the County. The County's floodplain administrator, emergency management coordinator, county engineer, GIS administrator, and others as needed will serve as points of contact and local subject matter experts for the consultant.

T. Plan Adoption: adoption and approval phases by local and state government, and FEMA.

- The Gregg County Attorney will provide a legal review of the updated drafts and final copy law to ensure compliance with all required laws, statutes and regulations
- The updated plan will be submitted for State review, and recommendation prior to adoption.
- Upon recommendation from TDEM, the County and participating municipalities will adopt the plan.
- The adopted plan will be submitted for FEMA review and approval

U. Project Schedule

The selected vendor shall:

- Provide an updated draft report for comment 120 days after award of contract.
- Provide a final report with addressed comments 210 days after contract award.

V. Additional Deliverables

- A non-proprietary database to contain all the data collected.
- Provide 10 hard copies of the final draft plan and all data collected.

## PROPOSAL SUBMISSION REQUIREMENTS

Qualified Respondents interested in responding to this RFP should include the following information along with your submission. All information should be current within the past twenty four (24) months. **The Respondent shall submit responses in the order listed below.**

**Prepare a table of contents for the response being submitted and label in the following order.**

A. Firm Qualifications and Experience

- ✓ Include company name, address and contact information.
- ✓ Include the history and size of the company.
- ✓ Include name and title of the person authorized to contractually obligate company with response and future negotiations; if any.
- ✓ Include any lawsuit information the firm has been involved in the last five (5) years.
- ✓ Provide a listing of all county government clients during the last three years.
- ✓ Provide any additional information that would demonstrate your companies experience and competence in providing the services requested.

B. Qualifications and Experience of Staff Assigned to Project (if awarded)

- ✓ Technical ability and experience, including proof of plans written/updated and approved by other localities and Texas Department of Emergency Management demonstrating compliance with public policy.
- ✓ Identify the responsible probable staff that will be working on this project.
- ✓ Include resumes for each staff member and experience working on Hazard Mitigation Action Plans

C. References & Recommendations

List of three recent clients where similar services with FEMA and hazard mitigation plans were performed or updated, including organization name, contact information (including e-mail and phone number), description of work performed, and dates of service.

D. Forms & Documents

- ✓ Include completed forms as required in this RFP document including Exhibit B completed FEMA Form
- ✓ Include insurance certificate and or a statement from your insurer verifying your insurance coverages.

E. Detailed Price Proposal

- ✓ Provide all fee's associated to the cost of updating Gregg County's Hazard Mitigation Plan.
- ✓ Fee estimates and actual billing are to be itemized
- ✓ Detail hourly billing rates for all level of personnel planning to work on this project
- ✓ Detail milestone payment requests
- ✓ Detail extra fees such as travel, supplies
- ✓ Combine for a total fee



## **EVAULATION CRITERIA AND PROCESS**

After public opening of submissions, an evaluation committee will score and rank the returns based on the criteria listed below. After a short list has been determined, the committee may interview some or all of the top ranked firms. The Respondent(s) with the highest scores may be invited to prepare a Best and Final Offer for consideration by the evaluation committee. The evaluation committee will determine the most highly qualified firm based on the information submitted and will begin contract negotiations. If a contract cannot be negotiated with the highest ranked firm then the County will formally end negotiations and will notify the second ranked firm for negotiation, and so on. Gregg County reserves the right at its sole discretion to determine if pursuing contract negotiations in in the best interest of the County. The County is under no obligation to pursue contract negotiations.

During the evaluation process the county may at its discretion, request one or all of the firms to make oral presentations. The County also reserves the right to request additional information or clarifications from proposers or to allow corrections of errors or omissions as deemed in the best interest of the County. Gregg County reserves the right at its sole discretion to determine if presentations are in the best interest of the county and is under no obligation to request presentations from all Respondents. Gregg County reserves the right to request presentations from one or all firms.

Gregg County reserves the right at its sole discretion to determine the process for proposal evaluation and may elect to accelerate the evaluation process by combining or eliminating any or all of the evaluation phases. Gregg County reserves the right without prejudice to reject any or all submittals to this RFP.

### **Evaluation Criteria**

1. Qualifications and Experience of the Respondent and Team	<b>35 points</b>
2. References and Recommendations	<b>15 points</b>
3. RFP Instructions Compliance Forms (include insurance certificate)	<b>15 points</b>
4. Fee/Price	<b>35 points</b>

# Required Forms

## COMPLIANCE WITH FEDERAL AND STATE LAWS

### CERTIFICATION OF ELIGIBILITY

By submitting a Proposal in response to this solicitation, the Respondent certifies that at the time of submission, they are not on the Federal Government's list of suspended, ineligible, or debarred entities. In the event of placement on list between the time of Proposal submission and time of award, the Respondent will notify Gregg County Purchasing Agent. Failure to do so may result in terminating this contract for default.

### RELATING TO STATE CONTRACTS WITH AND INVESTMENTS IN COMPANIES THAT BOYCOTT ISRAEL AND INVESTMENTS IN COMPANIES THAT DO BUSINESS WITH IRAN, SUDAN, OR ANY OTHER FOREIGN TERRORIST ORGANIZATIONS.

Effective September 1, 2017, Respondent verifies that they do not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is defined by Texas Government Code Section 808.001, effective September 1, 2017. Respondent further verifies that they are not engaged in business with Iran, Sudan, or any foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

### DISCLOSURE OF INTERESTED PARTIES

The law states that a governmental entity may not enter into certain contracts with a non-exempt business entity unless the business submits a disclosure of interested parties to the governmental entity. By submitting a Bid in response to this solicitation, the Respondent agrees to comply with HB 1295, Government Code 2252.908. Respondent agrees to provide Gregg County Purchasing Agent, and/or requesting department, the "Certificate of Interested Parties," Form 1295 as required, within **ten (10)** business days from notification of pending award, renewal, amended or extended contract.

### FEMA CONTRACT PROVISIONS/FORMS

By submitting a Proposal in response to this solicitation, the Respondent certifies that they have read the FEMA Contract Provisions located in Exhibit C and Exhibit D agrees to all FEMA Contract requirements and provisions for Federal Awards.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

## RFP SIGNATURE FORM

The undersigned, on behalf of and as the authorized representative of Respondent, agrees this Proposal becomes the property of Gregg County after the official opening.

The undersigned affirms the Respondent has familiarized itself with the local conditions under which the work is to be performed; satisfied itself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a proposal.

The undersigned agrees, on behalf of Respondent, that if this Proposal is accepted, to furnish all materials and services upon which price(s) are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be (90) calendar days.

The undersigned affirms that they are duly authorized to execute this contract, that this Proposal has not been prepared in collusion with any other Respondent, nor any employee of Gregg County, and that the contents of this Proposal have not been communicated to any other Respondent or to any employee of Gregg County prior to the official opening of this Proposal.

Respondent hereby assigns to Gregg County all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this solicitation. ***Failure to sign and return this form will result in the rejection of the entire Proposal.***

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**LEGAL NAME AND ADDRESS OF RESPONDENT:**

Name \_\_\_\_\_ Title \_\_\_\_\_

Tel. No. \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

**COMPANY IS:**

Business included in a Corporate Income Tax Return?     YES     NO

Corporation organized & existing under the laws of the State of \_\_\_\_\_

Partnership consisting of \_\_\_\_\_

Individual trading as \_\_\_\_\_

Principal offices are in the city of \_\_\_\_\_

To: Vendors of Gregg County, Texas  
From: Kelli L. Davis, CPPB, Purchasing Agent  
Re: ***Conflict of Interest Form (CIQ)***

Vendor;

Below, please find link below to a Conflict of Interest Questionnaire. Please complete this form if you have a conflict of interest with any Gregg County Official, Employee, or Department. The questionnaire should reflect the name of the individual with whom the conflict of interest occurs. If you have any questions regarding compliance with Chapter 176 of the Texas Local Government Code, please consult your legal representative. Compliance is the responsibility of each individual, business, agent or representative who is subject to the law's filing requirements.

<http://www.ethics.state.tx.us/forms/CIQ.pdf>

Original completed forms should be filed with the County Clerk's Office and a copy sent to the Gregg County Purchasing Department either through RFP return, fax, or email. Please see contact information below.

**Gregg County Clerk**

Gregg County Courthouse  
101 East Methvin, St. 200  
Longview, Texas 75601  
Ph; 903-236-8430

**Gregg County Purchasing Department**

Email: [purchasing@co.gregg.tx.us](mailto:purchasing@co.gregg.tx.us)  
Ph: 903-237-2684  
Fx: 903-237-2682

***Applicable Law***

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Gregg County (County Clerk) no later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Texas Local Government Code.



Gregg County Purchasing Department  
Kelli L. Davis, CPPB, CPP Purchasing Agent  
101 E. Methvin St., Suite 205, Longview, Texas 75601  
Phone (903) 237-2684 Fax (903) 237-2682 [purchasing@co.gregg.tx.us](mailto:purchasing@co.gregg.tx.us)

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August 09, 2023

To: Longview News-Journal

From: Kelli L. Davis, CPPB, CPP

Subject: Advertisement RFP# 2023-17 Consultant/Firm to provide a Hazard Mitigation Action Plan Update for Gregg County, Texas

Please run the following ad on Wednesday, August 16, 2023 and Wednesday, August 23, 2023 in the Longview-News Journal.

#### PUBLIC NOTICE

Sealed proposals will be received by the County Purchasing Agent, Kelli Davis at the Purchasing Department, at 101 E. Methvin St., Suite 205, Longview, TX 75601, on Wednesday, August 30, 2023 by 2:00 PM for RFP No. 2023-17 Consultant/Firm to provide a Hazard Mitigation Action Plan Update for Gregg County, Texas. Late proposals will not be accepted. Specifications will be available on Wednesday, August 16, 2023 by visiting [www.co.gregg.tx.us](http://www.co.gregg.tx.us) on the Purchasing Department web page, or request by e-mail at [purchasing@co.gregg.tx.us](mailto:purchasing@co.gregg.tx.us) or by calling (903)-237-2684. Payment will be made after items have been received in accordance with award. Vendors must bid unit costs, but may offer lump sum discounts. Gregg County reserves the right to accept or reject in whole or in part any RFP received and to waive any irregularities or formalities in the best interest of Gregg County.