



JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6
PURCHASING DEPARTMENT

Karen K. Johnson, MBA, CTCD/CTCM: Chief Business Officer

6550 Walden Rd., Beaumont, Texas 77707 Phone: 409-842-1818 Fax: 409-842-2729

LEGAL NOTICE
Advertisement for Request for Proposal

August 6, 2026

Notice is hereby given that sealed proposals will be accepted by Jefferson County Drainage District No. 6's (District) Purchasing Department for RFP 26-026/SC, Five (5) -Year Update to the Jefferson County Drainage District No. 6 Hazard Mitigation Plan. **Specifications for this proposal may be obtained from the District's website, <https://dd6.org/departments/purchasing/notices-for-bid/>.**

Proposals are to be sealed and addressed to the Chief Business Officer with the proposal number and name marked on the outside of the envelope or box. Proposers shall forward an original and four (4) hard copies of their proposal to the address shown below. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and only the firm name will be read aloud in the Jefferson County Drainage District No. 6 Board Room at the time and date below. Proposals shall be opened in a manner that avoids disclosure of the contents to competing Proposers and maintains the confidentiality of the proposals during negotiations. Proposals will be open for public inspection after the award of the contract, except for trade secrets and confidential information. Proposers are invited to attend the sealed proposal opening.

PROPOSAL NAME:	Five (5) -Year Update to the Jefferson County Drainage District No. 6 Hazard Mitigation Plan
PROPOSAL NO:	RFP 26-026/SC
DUE DATE/TIME:	2:00 PM CDT, August 27, 2026
MAIL OR DELIVER TO:	Jefferson County Drainage District No. 6 Purchasing Department 6550 Walden Road Beaumont, Texas 77707

Any questions relating to these requirements should be directed to Shelby Clodfelter, CTCD, Buyer/Contract Administrator II, in writing to sclodfelter@dd6.org by August 24, 2026, by 1:00 PM, CST. Jefferson County Drainage District No. 6 reserves the right to accept or reject any or all bids, to waive technicalities and to take whatever action is in the best interest of the District.

All interested vendors are invited to submit a proposal in accordance with the terms and conditions stated in this bid. All contractors/subcontractors whose System for Award Management (SAM.gov) registration is not active or that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs may not undertake any activity in part or in full under this project.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.



Karen K. Johnson, MBA, CTCD/CTCM
Chief Business Officer

Jefferson County Drainage District No. 6, Texas

Publish: Beaumont Examiner August 6th, and August 13th, 2026

Table of Contents

Table of Contents	1
Proposal Submittal Checklist	2
Introduction to Proposers	3
Response Format	18
Proposal Submittal	21
Scope of Services	22
Project Requirements	22
Proposal Evaluation and Selection Process	25
Cost Proposal	27
Proposer References	28
Signature Page	29
Conflict of Interest Questionnaire	30
Notice of Intent (NOI)	31
Subcontracting Participating Declaration Form (VetHUB)	32
Senate Bill 252 Certification	36
Anti-Collusion Affidavit	37

Proposal Submissions:

Proposer is responsible for submitting:

- One (1) *original* proposal copy to include a completed copy of this specifications packet, in its entirety.
- Four (4) numbered proposal *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with proposal submission and any other documentation requested within these specifications.

Additionally, Proposer must monitor the Jefferson County Drainage District No. 6 Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

Proposal Submittal Checklist

The Proposer's attention is especially called to the items listed below, which must be submitted in full as part of the proposal.

Failure to submit any of the documents listed below as a part of your proposal, or failure to acknowledge any addendum in writing with your proposal, or submitting a proposal on any condition, limitation, or provision not officially invited in this Request for Proposal (RFP) may cause for rejection of the proposal.

Proposer shall check each box indicating compliance.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PACKAGE

- ☒ Cover sheet identifying the contract/project being proposed, the name and address of the Proposer, the date of the proposal, and the email address, telephone, and facsimile numbers of Proposer.
- ☒ An acknowledgment and/or response to each section of the proposal.
- ☒ Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- ☒ Identification of three (3) entities for which the Proposer is providing or has provided Janitorial Services of the type requested, including the name, position, and telephone number of a contact person at each entity.
- ☒ Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Proposer and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Proposer and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- ☒ One (1) *original* proposal to include a completed copy of this specifications packet in its entirety; **and** four (4) numbered proposal *hard copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with proposal and any other documentation requested within these specifications.

Each Proposer shall ensure that required parts of the response are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

PLEASE READ THE "PROPOSAL SUBMITTAL CHECKLIST" INCLUDED IN THIS PACKAGE.

Company

Telephone Number

Address

Fax Number

Authorized Representative (Please print)

Title

Authorized Signature

Date

Proposer Must Complete and Return This Page With Proposal.

1. Introduction to Proposers

This Request for Proposal (RFP) is to receive proposals from qualified firms regarding services for a Hazard Mitigation Plan.

The following items are provided as general information and specifications as required by the District Purchasing Department.

1.1 Proposer Instructions

Read the document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of the proposal.

General Requirements apply to all advertised requests for proposals; however, these may be superseded, whole or in part, by the Scope of Services, Guidelines and Specifications, Requested Responses and Information, or other data contained herein. Be sure your proposal package is complete.

1.2 Governing Law

Proposer is advised that these requirements shall be fully governed by the laws of the State of Texas and that Jefferson County Drainage District No. 6 may request and rely on advice, decisions, and opinions of the Attorney General of Texas and the District Attorney concerning any portion of these requirements.

1.3 Ambiguity, Conflict, or other errors in the RFP

If Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Proposer shall immediately notify the District of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request for the same. If the Proposer fails to notify the District prior to the date and time fixed for submission of proposals of an error or ambiguity in the RFP known to Proposer, or an error or ambiguity that reasonably should have been known to Proposer, then Proposer shall not be entitled to compensation or additional time by reason of the error or ambiguity or its later resolution.

The District may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of proposals, by issuance of an Addendum to all parties who have received the RFP. All addenda will be numbered consecutively, beginning with 1.

1.4 Notification of Most Current Address

Firms in receipt of this RFP shall notify Karen K. Johnson, Jefferson County Drainage District No. 6 Chief Business Officer, of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of proposals.

1.5 Proposal Preparation Cost

Cost for developing proposals is entirely the responsibility of Proposers and shall not be charged to Jefferson County Drainage District No. 6.

1.6 Signature of Proposal

A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the Proposer contractually. If the Proposer is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

If the Proposer is a partnership, the true name of the firm shall be provided with the signature of the partner or partners authorized to sign.

If the Proposer is an individual, that individual shall sign. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney or equivalent document must be submitted to the Jefferson County Drainage District No. 6 Purchasing Department prior to the submission of the proposal or with the proposal.

1.7 Economy of Presentation

Proposals shall not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.

1.8 Proposal Obligation

The contents of the proposal and any clarification thereof submitted by the selected Proposer shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

1.9 Incorporation by Reference and Precedence

This Agreement is derived from (1) the RFP, written clarifications to the RFP and the District's response to questions; (2) the Proposer's Best and Final Proposal, and (3) the Proposer's response to the RFP.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including the Scope of Work; (3) the Proposer's Best and Final Proposal, if requested; (4) the RFP, including attachments thereto and written responses to questions and written clarifications; and (5) the Proposers response to the RFP.

1.10 Governing Forms

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Jefferson County Drainage District No. 6's interpretation shall govern.

1.11 Implied Requirements

Products and services not specifically mentioned in the RFP, but which are necessary to provide the functional capabilities described by the Proposer, shall be included in the proposal.

1.12 Compliance with RFP Specifications

It is intended that this RFP describe the requirements and the response format in sufficient detail to secure comparable proposals. Failure to comply with all provisions of the RFP may result in disqualification.

1.13 Proposer Registration: SAM (System for Award Management)

Proposers doing business with Jefferson County Drainage District No. 6 are required to be registered with The System for Award Management (SAM), with an “active” status.

The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

Proposers are strongly encouraged to review their firm’s SAM (System for Award Management) status prior to Proposal Submission.

1.14 Awarded Proposer(s): Submission of FORM 1295 (Texas Ethics Commission)

In accordance with House Bill 1295 (passed January 1, 2016), Proposers entering into contracts and professional agreements with Jefferson County Drainage District No. 6 will be required to complete a Certificate of Interested Parties (FORM 1295).

In 2017, the Texas legislature amended the law to require Form 1295 to include an “unsworn declaration” which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2021. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Upon entering into a contract or professional agreement, the Jefferson County Drainage District No. 6 Purchasing Department will submit a request to the Proposer to both:

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below. Proposers must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.
2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Proposer), to the Jefferson County Drainage District No. 6 Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

1.15 Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

If applicable to the work and services being performed by PROPOSER under the parties’ AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

- (1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Proposer would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.
- (2) In the event of Proposer's breach of its performance obligations, County shall have all rights and remedies against Proposer as provided by law.

(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

Termination for Convenience: Whenever the interests of the District so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the District. County shall give Proposer thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Proposer has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Proposer shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The District may, by written notice of default to Proposer, terminate the parties' Agreement, in whole or in part, if the Proposer fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Proposer's receipt of a Notice of Deficiency provided by County.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by PROPOSER under the AGREEMENT, during the performance of the AGREEMENT, PROPOSER shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

- (1) PROPOSER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. PROPOSER 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, 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. AGREEMENTOR 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) PROPOSER will, in all solicitations or advertisements for employees placed by or on behalf of the PROPOSER, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) PROPOSER will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the PROPOSER'S commitments under this section, and shall

post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) PROPOSER 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.
- (5) PROPOSER 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 for purpose of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the PROPOSER'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the PROPOSER 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.
- (7) PROPOSER will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 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 Proposer. PROPOSER 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 PROPOSER becomes involved in, or is threatened with, litigation with a subcontractor or Proposer as a result of such direction by the administering agency the PROPOSER may request the United States to enter into such litigation to protect the interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by PROPOSER under the parties' AGREEMENT:

- (1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);
- (2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, PROPOSER shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Proposers 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 the Proposer and subcontractor 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 GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by PROPOSER under the parties' AGREEMENT:

- (a) PROPOSER shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.
- (b) PROPOSER or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The PROPOSER shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.
- (c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a Proposer and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply 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 Proposer and its subcontractors shall 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.

- (1) Overtime requirements. No Proposer or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Proposer and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Proposer and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Proposer or subcontractor under any such contract or any other Federal contract with the same prime Proposer, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Proposer, such sums as

may be determined to be necessary to satisfy any liabilities of such Proposer or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- (4) The Proposer and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by PROPOSER under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT 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 GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

PROPOSER shall comply with all applicable standards, orders or regulations 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).

PROPOSER shall include the foregoing requirements in each subcontract exceeding \$100,000.

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by PROPOSER under the parties' AGREEMENT, PROPOSER shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

- (1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the PROPOSER is required to verify that none of the Proposer, its 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).
- (2) The PROPOSER must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the PROPOSER did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- (4) The PROPOSER agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The PROPOSER further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

PROPOSER must file with the GOVERNMENT 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. If not provided with the bid response, PROPOSER must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

- (1) In the performance of this contract, the Proposer shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-
 - (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (b) Meeting contract performance requirements; or
 - (c) At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products/htm>.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the PROPOSER subcontract any of the work under this AGREEMENT, PROPOSER shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use 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.

M. ACCESS TO RECORDS

- (1) PROPOSER agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Proposer which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

- (2) PROPOSER agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) PROPOSER agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

PROPOSER shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. PROPOSER will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, PROPOSER, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

PROPOSER acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the PROPOSER'S actions pertaining to this contract.

1.16 Evaluation

Jefferson County Drainage District No. 6 reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the District's judgment as to the appropriateness of an award to the best evaluated Proposer. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Jefferson County Drainage District No. 6 shall have sole responsibility for determining a reliable source. Jefferson County Drainage District No. 6 reserves the right to conduct written and/or oral discussions/interviews after the proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award in the best interest of Jefferson County Drainage District No. 6.

1.17 Withdrawal of Proposal

The Proposer may withdraw its proposal by submitting a written request over the signature of an authorized individual, as described in paragraph 1.6, to the Purchasing Department any time prior to the submission deadline. The Proposer may thereafter submit a new proposal prior to the deadline. Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.

1.18 Minority-Women Business Enterprise Participation

It is the desire of Jefferson County Drainage District No. 6 to increase the participation of Minority (MBE) and women owned (WBE) businesses in its contracting and procurement programs.

While the District does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

1.19 Award

The District reserves the right to award this contract on the basis of the Best Proposal in accordance with the laws of Texas, to waive any formality or irregularity, to make award to more than one Proposer, and/or to reject any or all proposals. In the event the highest dollar Proposer meeting specifications is not awarded a contract, the Proposer may appear before Board of Directors and present evidence concerning his responsibility.

1.20 Ownership of Proposal

All proposals become the property of The District and will not be returned to Proposers.

1.21 Disqualification of Proposer

Upon signing this proposal document, a Proposer proposes to provide services to the District, and certifies that the Proposer has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the Proposal made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the District believes that collusion exists among the Proposers.

1.22 Contractual Development

The contents of the RFP and the selected proposal will become an integral part of the contract but may be modified by provisions of the contract as negotiated. Therefore, the Proposer must be amenable to inclusion in a contract of any information provided (in writing) either in response to this RFP or subsequently during the selection process.

1.23 Assignment

The selected Proposer may not assign, sell, or otherwise transfer this contract without written permission of the District Board of Directors.

1.24 Contract Obligation

The District Board of Directors must award and execute the contract before it becomes binding on the District or the Proposer. Department heads are not authorized to sign agreements for the District. Binding agreements shall remain in effect until all products and/or services covered by this proposal have been satisfactorily delivered and accepted.

1.25 Termination

The District reserves the right to terminate the contract for default if the awarded Proposer breached any of the terms therein, including warranties of Proposer, or if the Proposer becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the District may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the District's satisfaction, and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified.

1.26 Loss, Damage, or Claim

The Proposer shall totally indemnify the District against all claims by its employees, agents, or representatives or personal injury arising from any cause.

1.27 Taxes

The Proposer and its subcontractors, agents and employees, as the case may be, will be responsible for the payment of all federal, state and local taxes, and deposits or contributions imposed or required by law.

1.28 Non-Discrimination

The successful Proposer will be required to comply with the Americans With Disabilities Act and with all provisions of federal, state, county and local (if any) laws and regulations to ensure that no employee or applicant for employment is discriminated against because of race, color, religion, sex, age, handicap or national origin.

1.29 Conflict of Interest

The agreement entered into pursuant to this RFP will contain the Proposer's warranty that, except for bona-fide employees or selling agents maintained by the Proposer for the purpose of securing business, no person or selling agency has been employed or retained to solicit this contract upon an agreement or understanding for commission, percentage or contingency.

Further, the Proposer will warrant that no kickbacks, gratuities, or contingency fees have been paid in connection with this RFP or contract and none has been promised contingent upon the award of contract. Proposer will still further warrant that to its knowledge and best belief, no one being paid under the agreement between the District and the Proposer, is engaged in any activities which would constitute a conflict of interest with respect to the purposes of said agreement.

1.30 Waiver of Subrogation

Proposer and Proposer's insurance carrier waive any and all rights whatsoever with regard to subrogation against the District as an indirect party to any suit arising out of personal or property damages resulting from the Proposer's performance under this agreement.

1.31 Acknowledgment of Insurance Requirements

By signing its proposal, Proposer acknowledges that it has read and understands the insurance requirements for this proposal. Proposer also understands that evidence of required insurance must be submitted within fifteen (15) working days following notification of acceptance of its Proposal; otherwise, the District may rescind its acceptance of the Proposer's proposal. The insurance requirements are part of this package.

1.32 Insurance

The Proposer (including any and all subcontractors as defined in Section 1.36.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the Proposer. These requirements do not establish limits of the Proposer's liability.

All policies of insurance shall waive all rights of subrogation against the District, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Proposer shall furnish The District with Certificate of Insurance naming The District as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations \$1,000,000

Excess Liability \$1,000,000

Property Insurance (policy below that is applicable to this project):

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 1.36 Below)

1.33 Workers' Compensation Insurance

1.33.1 Definitions:

- 1.33.1.1 Certificate of coverage ("Certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- 1.33.1.2 Duration of the project – Includes the time from the beginning of the work on the project until the Proposer's/person's work on the project has been completed and accepted by the governmental entity.
- 1.33.1.3 Persons providing services on the project ("subcontractor") in article 406.096 – Includes all persons or entities performing all or part of the services under the Proposer has undertaken to perform on the project, regardless of whether that person contracted directly with the Proposer and regardless of whether that person has employees. This includes, without limitation, independent Proposers, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage Proposers, office supply deliveries, and delivery of portable toilets.
- 1.33.2 The Proposer shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Proposer providing services on the project, for the duration of the project.
- 1.33.3 The Proposer must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 1.35 above.
- 1.33.4 If the coverage period shown on the Proposer's current certificate of coverage ends during the duration of the project, the Proposer must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 1.33.5 The Proposer shall obtain from each person providing services on a project, and provide to the governmental entity:

- 1.33.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
- 1.33.5.2 No later than seven (7) days after receipt by the Proposer, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 1.33.6 The Proposer shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 1.33.7 The Proposer shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the Proposer knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 1.33.8 The Proposer shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 1.33.9 The Proposer shall contractually require each person with whom it contracts to provide services on a project to:
 - 1.33.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - 1.33.9.2 Provide to the Proposer, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - 1.33.9.3 Provide the Proposer, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - 1.33.9.4 Obtain from each person with whom it contracts, and provide to the Proposer:
 - 1.33.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 1.33.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
 - 1.33.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 1.33.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 1.33.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 1.36.1. – 1.36.7., with the certificates of coverage to be provided to the person for whom they are providing services.
 - 1.33.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Proposer is representing to the governmental entity that all employees of the Proposer who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that

the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Proposer to administrative penalties, criminal penalties, civil penalties, or other civil actions.

- 1.33.11 The Proposer's failure to comply with any of these provisions is a breach of contract by the Proposer which entitles the governmental entity to declare the contract void if the Proposer does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

1.34 Delivery of Proposals

All proposals are to be delivered by 2:00PM CDT, August 27, 2026 to:

Jefferson County Drainage District No. 6 Purchasing Department
Attention: Karen K. Johnson, Chief Business Officer
6550 Walden Road Beaumont, Texas 77707

District Holidays – 2026:

January 19	Monday	Martin Luther King, Jr. Day
February 16	Monday	Presidents' Day
April 3	Friday	Good Friday
May 25	Monday	Memorial Day
June 19	Friday	Juneteenth
July 3	Friday	Independence Day
September 7	Monday	Labor Day
November 11	Wednesday	Veteran's Day
November 26 & 27	Thursday & Friday	Thanksgiving
December 24 & 25	Thursday & Friday	Christmas
January 1, 2027	Friday	New Year's

The District will not accept any proposals received after the stated time and date and shall return such proposals unopened to the Proposer.

The District will not accept any responsibility for proposals being delivered by third party carriers.

Proposal Submissions shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED PROPOSAL." The outside of the envelope or box shall also include: Proposal Number, Proposal Name, Proposal Due Date, Proposer's Name and Address; and shall be addressed to the Chief Business Officer.

Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Proposers will be read aloud.

1.35 Proposal Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the District to close for business on the date of a proposal submission deadline, the proposal closing will

automatically be postponed until the next business day that District offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the District may issue an addendum to all known Proposers interested in the project to extend the deadline. It will be the responsibility of the Proposer to notify the District of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The District reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal District processes, and proposal/statement of qualifications submissions cannot be received by the District's Purchasing Department office by the exact time specified in the RFP and urgent District requirements preclude amendment to the RFP, the time specified for receipt of proposal will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal District processes resume.

1.36 Questions

Questions may be emailed to sclodfelter@dd6.org

1.37 Tentative Schedule of Events

August 6, 2026	Issuance of Request for Proposal
August 27, 2026	Deadline Submission (late proposals will not be considered)
August 31, 2026	Proposals distributed to Evaluation Committee
September 3, 2026	Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
September 8, 2026	Recommendation for Award

Please note:

The above schedule of events is *tentative* in nature. Dates listed are subject to change.

2. Response Format

2.1 Introduction

Each proposal submitted in response to this RFP must be organized to correspond with those numbered sections of this RFP that require a response. Failure to arrange the proposal as requested may result in the disqualification of the proposal. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive, and will result in disqualification. The response must be complete. Failure to provide the required information may result in the disqualification of the proposal. All pages of the proposal must be numbered, and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

The District requests that proposal submissions NOT be bound by staples, glued spines, or spirals.

2.2 Organization of Proposal Contents

Each proposal must be organized in the manner described below.

- a. Transmittal Letter
- b. Executive Summary
- c. Table of Contents
- d. Proposer Identifying Information
- e. Proposer Personnel and Organization
- f. Project Requirements
- g. Cost Proposal (Appendix A of RFP)
- h. Other information that may be helpful in the evaluation

2.3 Transmittal Letter

The Proposer must submit a transmittal letter that identifies the entity submitting the proposal and includes a commitment by that entity to provide the services required by the District. The transmittal letter must state that the proposal is valid for ninety (90) days from the deadline for delivery of proposals to the District. Any proposal containing a term of less than ninety (90) days for acceptance will be rejected as non-responsive.

The transmittal letter must be signed by a person legally authorized to bind the Proposer to the representations in the response. In the case of a joint proposal, each party must sign the transmittal letter. The Proposer also must indicate, in its transmittal letter, why it believes that it is the most qualified Proposer to provide the services described in this RFP.

The transmittal letter must include a statement of acceptance of the terms and conditions of the contract resulting from this RFP. If Proposer takes exception to any of the proposed terms and conditions stated in this RFP, those exceptions must be noted in the transmittal letter.

However, Proposer must realize that failure to accept the terms specified in this proposal may result in disqualification of the proposal.

2.4 Executive Summary

The Proposer must provide an executive summary of its proposal that asserts that the Proposer is providing in its response all of the requirements of this RFP. The executive summary must not exceed three (3) pages and must represent a full and concise summary of the contents of the proposal. The executive summary must not include any information concerning the cost of the proposal. The Proposer must identify any services that are provided beyond those specifically requested. If the Proposer is providing services that do not meet the specific requirements of this RFP, but in the opinion of the Proposer are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, the Proposer must realize that failure to provide the services specifically required may result in disqualification of the proposal.

2.5 Table of Contents

Each proposal must be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the proposal. Additionally, the table of contents must clearly identify and denote the location of all enclosures of the proposal. The table of contents must follow the RFP's structure as much as is practical.

2.6 Proposer Identifying Information

Proposers must provide the following identifying information:

- a. Name and address of business entity submitting the proposal;
- b. Type of business entity (i.e., corporation, partnership);
- c. Place of incorporation, if applicable;
- d. Name and location of major offices and other facilities that relate to the Proposer's performance under the terms of this RFP;
- e. Name, address, business and fax number of the Proposer's principal contact person regarding all contractual matters relating to this RFP;
- f. The Proposer's Federal Employer Identification Number, The District Proposer Number and The District Business License Number, if any;
- g. Full name and address for each member, partner, and employee of the Proposer (and any sub-contractor) who will perform service's on this project; and
- h. A statement regarding the financial stability of the Proposer, including the ability of the Proposer to perform the functions required by this RFP and to provide those services represented by the Proposer in its response.

2.7 2.7 Conflict of Interest

Each Proposer must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may include an existing business or personal relationship between the Proposer, its principal, or any affiliate or subcontractor, with the District or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the Proposer, the principals, or any affiliate or subcontractor, with any employee of the District or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with state employees may be cause for contract termination. The District will decide if an actual or perceived conflict should result in proposal disqualification.

Each Proposer must reveal any past or existing relationship between the Proposer, its principal, employees, or any affiliate or subcontractor, with any county agency, entity, county employee, or other person in anyway involved in the District's procurement and/or contracting processes.

It shall be the sole prerogative of the District to determine if such relationship constitutes a conflict of interest.

BY SUBMITTING A PROPOSAL IN RESPONSE TO THIS RFP, ALL PROPOSERS AFFIRM THAT THEY HAVE NOT GIVEN, NOR INTEND TO GIVE, AT ANY TIME HEREAFTER ANY ECONOMIC OPPORTUNITY, FUTURE EMPLOYMENT, GIFT, LOAN, GRATUITY, SPECIAL DISCOUNT, TRIP, FAVOR, OR SERVICE TO A PUBLIC SERVANT OR ANY EMPLOYEE OR REPRESENTATIVE OF SAME, IN CONNECTION WITH THIS PROCUREMENT.

2.8 Confidential/Proprietary Information

If any material in the proposal submission is considered by Proposer to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Proposer), Proposer must clearly mark the applicable pages of Proposer's proposal submission to indicate each claim of confidentiality. Additionally, Proposer must include a statement on company letterhead identifying all Proposal section(s) and page(s) that have been marked as confidential. The District will protect from public disclosure such portions of a proposal, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire proposal submission is protected from disclosure because it contains some proprietary information is not acceptable and will make the entire proposal submission subject to release under the Texas Public Information Act.

By submitting a proposal, Proposer agrees to reproduction by the District, without cost or liability, of any copyrighted portions of Proposer's proposal submission or other information submitted by Proposer.

**FAILURE BY PROPOSER TO INCLUDE ALL LISTED ITEMS
MAY RESULT IN THE REJECTION OF ITS PROPOSAL.**

3. Proposal Submittal

The Proposal is due no later than 2:00 PM CDT, August 27, 2026, and shall include the following:

- Cover sheet identifying the contract/project being proposed, the name and address of Proposer, the date of the proposal, and the telephone and facsimile numbers of Proposer.
- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the Proposer is providing or has provided Hazard Mitigation Plans of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Proposer and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Proposer and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- One (1) *original* proposal to include a completed copy of this specifications packet in its entirety; and four (4) numbered proposal *hard copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with proposal and any other documentation requested within these specifications, should be mailed or delivered to:

Jefferson County Drainage District No. 6 Purchasing Department
6550 Walden Road
Beaumont, TX 77707

- Explanations, exceptions, comments, etc., pertaining to the specific sections of the specifications. All comments shall be listed and numbered in order of the respective article of the specification.

4. Scope of Services

4.1 Objective

The District seeks a Proposer to provide a Hazard Mitigation Plan for Jefferson County Drainage District No. 6.

The following requirements and specifications supersede General Requirements where applicable.

The Proposer having become familiar with the local conditions, nature, and extent of the work, and having carefully examined the Specifications, terms, and conditions herein, proposes services, without exception, for the proper execution and completion of the contract.

5. Project Requirements

5.1 Objective

Jefferson County Drainage District No. 6 (The District) is soliciting proposals from organizations experienced in updating a comprehensive disaster mitigation plan. The purpose of this request for proposals is to obtain services necessary to update a hazard analysis, and Mitigation Action Plan for Jefferson County Drainage District No. 6 that moderates the effects of disasters indigenous to the area and which meets the Texas Department of Emergency Management (TDEM) and the Federal Emergency Management Administration (FEMA) requirements. The awarded Proposer will be responsible for including the planning process, risk assessment, and mitigation strategy. Proposers will assess The Districts assets and potential hazards, revise mitigation actions, and analyze overall risk assessment for the District.

Proposers will provide a "Prescriptive approach" with an emphasis on action and implementation of hazard mitigation strategies.

Each proposal must include a detailed work plan that details the Districts Operations Assessment that would be performed for Jefferson County. It shall include detailed personnel assignments. A detailed description of major deliverables to be provided must also be included.

The proposal must include a sample timeline for the completion of each major task included in the proposal to the extent practicable, as well as projected completion dates for each major activity required. All proposals submitted in response to this RFP become the property of Jefferson County.

5.2 Proposer Experience

The successful Proposer must demonstrate extensive experience in and understanding of the nature of research and analysis required in order to carry out the intent of this project.

The proposal must identify all key personnel who are to be part of the proposed consultant team and detail their experience. The District Board of Directors reserves the right to approve each member of the team and to request substitutions.

The Proposer must describe in detail the current and historical experience the Proposer and its subcontractors have that would be relevant to completing the project. The Proposer must provide descriptions and references for all engagements of comparable complexity and sensitivity to the requirements of this RFP that have been conducted within the past five (5) years. References must contain the name of key contacts and a telephone number.

The description of experience must be detailed and cover all relevant contracts that the Proposer and its subcontractors, as applicable, have had and all experience similar to this contract that qualifies the Proposer to meet the requirements of this contract. Included must be the names, titles, addresses, and current telephone numbers of organizations that may be contacted to verify qualifying experience. The Proposer must indicate whether the organizations so listed are included for the purpose of verifying the Proposer's qualifying experience, or the qualifying experience of its subcontractors. Each experience statement also must include the name and types of services directly provided by the Proposer under the contract, and whether the Proposer was the Proposer or subcontractor.

The Proposer must briefly state why it believes its proposed services best meet the District's needs and RFP requirements, and the Proposer also must concisely describe any additional features, aspects, or advantages of its services in any relevant area not covered elsewhere in its proposal.

5.3 Proposer Personnel and Organization

The Proposer must provide resumes of all key personnel that will be involved in performing the project, and must provide for each person:

- a. Full name (including full middle name);
- b. An employment history;
- c. specific description of relevant experience and skills that person has in connection with the conduct of financial advisory services that is the subject of this RFP (limit one page);
- d. A specific indication of what role the individual will have in this project; and
- e. Any additional helpful information to indicate the individual's ability to aid the Proposer in successfully performing the work involved in this RFP (limit to one page).

The resumes must present the required personnel in sufficient detail as to provide the District an indication that the personnel involved can perform the work specified in this RFP. All proposed personnel will be subject to the District approval.

The key personnel who are to work on this project, identified in the proposal as such, are considered to be essential to the services to be provided. No substitutions of key personnel following contract award will be made without the prior written consent of the District.

Each of the successful Proposer's personnel is subject to removal from this project by Jefferson County Drainage District No. 6 Board of Directors. In addition, if the person removed is among the project's key personnel, the replacement must be approved by Jefferson County Drainage District No. 6 Board of Directors. All replacements of key personnel will be paid at the same rate as the person who was replaced, unless the rate normally charged by the replacement is lower, in which case the lower rate will be paid. All replacements of key personnel must be of equal or superior experience as the person replaced.

If applicable, each Proposer must provide a detailed statement setting forth the proposed hourly billing rate for all key personnel, and for each additional staff member to be assigned to the project. The hours each of the key personnel and other staff members are projected to work on the project.

Each Proposer must provide any equipment, software, or data communication lines required by the successful Proposer's personnel to complete the work specified in this document. Each Proposer also must identify any personnel related through blood or marriage to the District or to any current employee of the District.

Each Proposer must provide an organizational chart covering the services offered in its proposal, indicating lines of authority, names, titles, and functions of individuals assigned. The Proposer must assign a contact person to the project.

Proposals should contain a description of the methodology and implementation plan for accomplishing the proposed work. This should include a discussion of schedule and each project phase including, but not limited to, updating information, hazard analysis, Mitigation Action Plan in a commonly utilized format such as Microsoft Word that will enable the District to modify it or update the plan annually as required by TDEM and FEMA.

6. Proposal Evaluation and Selection Process

6.1 Introduction

The proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which the cost response of each proposal must be submitted.

6.2 Cost Proposal

The Proposer must utilize the form provided in Appendix A in its submission of a cost proposal in response to this RFP. The cost proposal must be included in each copy of the proposal. Any reworked version of Appendix A that is intended to be a substitute for Appendix A, that is provided by a Proposer may be determined as non-responsive and may result in the proposal's disqualification.

6.3 Proposal Evaluation and Selection

Prior to the receipt of proposals, the District will establish an Evaluation Committee. The Committee is expected to include representatives from various District departments. The Committee shall consist of a minimum of three (3) persons, and shall not exceed (7) persons.

6.4 Evaluation Criteria:

a. Responsiveness – 15%

This refers to the proposal's complete responsiveness to all written specifications and requirements contained in this RFP.

b. Implementation Plan – 25%

Emphasis is on the efficiency and comprehensiveness of the methods to be used in performing the services requested by this RFP and in managing the project.

c. Proposer Qualifications – 25%

This refers to the overall qualifications of Proposer and its past experience in providing similar services to those requested by this RFP. It also refers to an evaluation of the quality of Proposer's performance on previous local government projects.

d. Personnel Qualifications – 15%

This refers to the number and qualifications of the personnel who would be assigned to the job.

e. Cost of Services – 20%

This is the expected amount Proposer would be compensated for services provided to the District. The District will consider hourly rates, retainer amounts, flat fees or other methods. While this will be an important factor, it will be considered as just one factor in the evaluation and selection process.

The Evaluation Committee may elect to require an oral presentation from each qualified Proposer of the information contained in their proposal. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying Proposer and

will not represent any decision on the part of the evaluation committee as to the selection of a successful Proposer.

Upon completion of their review and any oral presentations, the Evaluation Committee will convene one or more times to discuss the proposals as a group. Each Evaluation Committee member will individually score each proposal independently. The District Purchasing Department will collect all scores and aggregate the scores of all Committee members. The Purchasing Department will then prepare a report identifying the proposal that scored the highest in the selection process according to the evaluation criteria described in this RFP and upon the selection of an apparent successful Proposer, the Board shall appoint the Chief Business Officer to proceed with contract negotiations and attempt to finalize a written contract with the apparent successful Proposer. If a contract cannot be successfully negotiated within a reasonable period of time, negotiations will be terminated, and negotiations with the next highest-ranking Proposer may commence. This process may continue until a contract is signed or the RFP is withdrawn. However, the District may, in its sole judgment and at any time upon failure of negotiations, choose to reissue or withdraw the RFP rather than continue with negotiations. A notice of award will be sent to all Proposer s immediately following execution of a written contract.

APPENDIX A Cost Proposal

Using this form, each Proposer must state its proposed charges. Each Proposer's charges must include the entire cost of providing the services identified in this RFP. Cost will be a factor in the District's selection process.

Cost of Five-Year Update to the Hazard Mitigation Plan for Jefferson County Drainage District No. 6	\$
Name of Proposer:	
Signature:	
Title:	

PROPOSER Must Complete and Return This Page With Proposal.

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

Proposer Must Complete and Return This Page With Proposal.

Signature Page

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County Drainage District No. 6 shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would Proposer be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? Yes ☐ No ☐

This Proposal shall remain in effect for ninety (90) days from proposal opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this proposal is accepted, to furnish any and all items upon which prices are Proposed, at the price and upon the terms and conditions contained in the Request for Proposal, Conditions of Request for Proposal, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other Proposer or to any other person(s) engaged in this type of business prior to the official opening of this proposal. And further, that neither the Proposer nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to submit a proposal or not to submit a proposal thereon.

_____ Proposer (Entity Name)	_____ Signature
_____ Street & Mailing Address	_____ Print Name
_____ City, State & Zip	_____ Date Signed
_____ Telephone Number	_____ Fax Number
_____ E-mail Address	

Proposer Must Complete and Return This Page With Proposal.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
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 in this section is being disclosed. Name of Officer This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section 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 named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No C. Is the filer of this questionnaire employed by 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? ☐ Yes ☐ No D. Describe each employment or business and family relationship with the local government officer named in this section.		

Adopted 8/7/2015

Proposer Must Complete and Return This Page With Proposal.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (VetHUB)

This information must be submitted with your bid.

Proposer intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded). ☐ Yes ☐ No

Instructions for Prime Proposer/Consultant: Proposer shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Proposer Name: _____ HUB: ☐ Yes ☐ No

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Printed Name of Proposer Representative

Signature of Representative

Date

Printed Name of HUB

Signature of Representative

Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the District Chief Business Officer's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Proposer Must Complete and Return This Page With Proposal.

Historically Underutilized Business (VetHUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

Proposer intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded). ☐ Yes ☐ No

Prime Proposer: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: \$ _____ Total HUB Subcontract(s): \$ _____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUPROPOSER DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Texas Bldg & Procurement Comm. ☐ Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Proposer Must Complete and Return This Page With Proposal.

Historically Underutilized Business (VetHUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

VETHUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

**All HUB Subcontractor Participation may be verified with the
HUB Subcontractor(s) listed on Part I.**

Proposer Must Complete and Return This Page With Proposal.

Historically Underutilized Business (VetHUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- ☐ All subcontractors to be utilized are "Non-HUBs." (Complete Part III)
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☐ Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☐ No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The Proposer shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the Proposer selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that Proposer is the apparent low Proposer. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Proposer Must Complete and Return This Page With Proposal.

Historically Underutilized Business (VetHUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

Contact person that will be in charge of invoicing for this project:

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Proposer Must Complete and Return This Page With Proposal.

Senate Bill 252 Certification

On this day, I, Karen K. Johnson, Purchasing Department for Jefferson County Drainage District No. 6 Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Company Name

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

Proposer Must Complete and Return This Page with Proposal.

Anti-Collusion Affidavit

STATE OF TEXAS

§
§
§

COUNTY OF JEFFERSON

ANTI-COLLUSION AFFIDAVIT

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 Respondent in the matter of the Proposal to which this affidavit is attached, and I have full knowledge of the relations of the Respondent with the other firms in this same line of business, and the Respondent 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 Respondent 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, on oath, states that the facts contained in the above are true and correct, this _____ day of _____, 2026.

NOTARY PUBLIC – STATE OF TEXAS

Respondent: _____

Signed By: _____

Title: _____

Address: _____

Phone: _____

Email: _____

NOTE: PROPOSALS NOT ACCOMPANIED BY THIS AFFIDAVIT WILL NOT BE CONSIDERED

Jefferson County Drainage District No. 6, Texas 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 Proposals.

Respondent Shall Return Completed Form with Proposal