

STATE OF TEXAS

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CONTRACT NUMBER: 2022-03-07

COUNTY OF LUBBOCK

PROJECT ADMINISTRATOR FOR
NON-PROFITS GRANT PROGRAM

WHEREAS, LUBBOCK COUNTY has determined there is a need to provide a Project Administrator for Non-Profits Grant Program; and

WHEREAS, LUBBOCK COUNTY has requested and reviewed proposals for a Project Administrator for Non-Profits Grant Program for the Auditor's Office in accordance with applicable State laws; and

WHEREAS, LUBBOCK COUNTY has determined that The Local CFO, LLC can best provide Project Administrator for Non-Profits Grant Program for the Auditor's Office; and

WHEREAS, this agreement is made between The Local CFO, LLC (hereinafter referred to as "CONTRACTOR") and the COUNTY OF LUBBOCK, TEXAS, a body corporate and politic under the laws of the State of Texas, (hereinafter referred to as "COUNTY") acting by and through its duly authorized representative, Lubbock County Judge Curtis Parrish.

NOW THEREFORE, the parties agree as follows:

ARTICLE I
RETENTION OF CONTRACTOR

COUNTY hereby retains CONTRACTOR as an independent contractor and not an employee for services more particularly described in this Agreement.

ARTICLE II
TERM OF AGREEMENT

This Agreement shall become effective March 28, 2022 and continue in full force until project completion.

Any modifications shall be in writing and approved by both parties.

ARTICLE III
CREDENTIALING

CONTRACTOR shall select and assign specific personnel to provide services for COUNTY under this Agreement and shall provide COUNTY with current copies of all licensure, credentialing and insurance information as required by State law. All such information shall be provided at the time of execution of this Agreement.

ARTICLE IV
TERMINATION

TERMINATION FOR DEFAULT: Failure of either party in the performance of any of the provisions of this contract shall constitute a breach of contract, in which case either party may require corrective action within ten (10) business days from date of receipt of written notice citing the exact nature of such breach. Failure of the party being notified to take corrective action within the prescribed ten (10) business days, or failure to provide written reply of why no breach has occurred, shall constitute a Default of Contract.

All notices relating to default by qualifier of the provisions of the contract shall be issued by the COUNTY through the Lubbock County District Attorney's Office, Civil Division, and all replies shall be made in writing to the Lubbock County District Attorney's Office, Civil Division. Notices issued by or issued to anyone other than the Lubbock County District Attorney's Office, Civil Division shall be null and void and shall be considered as not having been issued or received.

COUNTY reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract, and may contract with another party, with or without solicitation of Proposals or further negotiations. At a minimum, qualifier shall be required to pay any difference in service or materials, should it become necessary to contract with another source, plus reasonable administrative costs and attorney fees.

In the event of Termination for Default, Lubbock County, its agents or representatives shall not be liable for loss of any profits anticipated to be made by qualifier.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

No waiver by either party of any event of default under this agreement shall operate as a waiver of any subsequent default under the terms of this agreement.

COUNTY reserves the right to terminate this contract immediately in the event contractor:

- A. Fails to meet delivery or completion schedules; and/or
- B. Fails to otherwise perform in accordance with the accepted Proposals and the contract.

TERMINATION FOR CONVENIENCE: COUNTY may terminate this contract upon at least thirty (30) calendar days prior written notice for its convenience or for any reason deemed by the COUNTY to serve the public interest. As well, COUNTY may terminate this contract upon thirty (30) calendar days prior written notice for any reason resulting from any governmental law, order, ordinance, regulation, or court order. In no event shall COUNTY be liable for loss of any profits anticipated to be made hereunder by qualifier should this contract be terminated early.

ARTICLE V
DUTIES OF CONTRACTOR

CONTRACTOR shall be responsible for all duties specified in the Request for Proposal Number 220110 (Exhibit A) and CONTRACTOR's response to RFP Number 220110 (Exhibit B) which by this reference are incorporated in full into this Agreement, and include but are not limited to, the Scope of Services.

1. Provide technical advisory services related to recovery from COVID-19 and assist Lubbock County non-profits in completing the application process.
2. Develop and implement strategies designated to maximize federal and state assistance to ensure applicants are eligible for the assistance.
3. Provide marketing of the grant program to include guidelines, publicize the program, receive the applications, monitor grant activities and oversee the whole process.
4. Provide support for strategic planning and coordination of all recovery efforts as it relates to grant disbursements.
5. Develop the applications and platform for applying for the grants. CONTRACTOR must advise COUNTY on setting realistic parameters for application in order to efficiently and effectively distribute the grant funding to meet the needs of the non-profits impacted by COVID-19 pandemic in Lubbock County.
6. Review and certify applicants request for assistance to include non-profits eligibility.
7. Review and assist with processing payment requests, determining allowable costs, with scope of review and assistance to be set by COUNTY.
8. Identify potential improvements and maximize public assistance/American Rescue Plan Act funding in conjunction with the COUNTY.
9. Provide oversight and guidance to guarantee compliance with OMB Uniform Guidance 2 CFR, Part 200, including performing internal control risk assessments as required and for ensuring the Lubbock County is in compliance with 2 CFR 200 as it relates to the American Rescue Plan Act Funding.
10. Represent Lubbock County and attend meeting with the U.S. Treasury, or other agencies as may be necessary on behalf of the COUNTY.
11. Provide the COUNTY with grant/funding close-out services to ensure funding is retained.
12. Resolve any requests for information, justification, audit findings and eligibility appeals.
13. Streamline reporting process to ensure continued compliance and provide post-award grants

administration.

14. CONTRACTOR agrees to retain an Information Technology Firm to design and create the web-based platform for application collection and submission. CONTRACTOR agrees to pay the Information Technology Firm a fee of up to \$100,000.00 for which the COUNTY will reimburse the CONTRACTOR.
15. Invoice the COUNTY at least monthly.

ARTICLE VI **DUTIES OF COUNTY**

1. COUNTY shall make payments to CONTRACTOR as specified in ARTICLE VII.
2. COUNTY will pay for all marketing following approval by COUNTY.
3. COUNTY will reimburse CONTRACTOR for the design and creation of a web-based platform for application collection and submission following the receipt of an invoice from CONTRACTOR that includes proof of payment for the platform.

ARTICLE VII **RATES**

COUNTY shall pay directly to CONTRACTOR a two percent (2%) administrative fee in accordance with CONTRACTOR's response to Request for Proposal Number 220110 (Exhibit B) which with the Specifications for RFP Number 220110 are by this reference incorporated in full into this Agreement. COUNTY also agrees to pay directly to CONTRACTOR an amount not to exceed \$100,000.00 to reimburse CONTRACTOR for the purchase of a web-based platform for application collection and submission. Payments will be made as invoiced after approval at a regularly scheduled meeting of the Lubbock County Commissioners Court. The Lubbock County Commissioners Court generally meets the second and fourth Mondays of each month. The COUNTY shall make all payments to CONTRACTOR and shall under no circumstances make any payments directly to CONTRACTOR's personnel for any services rendered to COUNTY.

It is expressly understood and agreed that the County has available the total maximum sum of funds hereinafter certified available by the County Auditor of Lubbock County for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement; that notwithstanding anything to the contrary, or that may be construed to the contrary, the liability of the County as to payment under the terms and provisions of this Agreement is limited to this sum, plus additional amounts of funds from time to time to certified available pursuant to Sections 111.061 through 111.073 of the Local Government Code, as amended, for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement; and that when and if all the funds so certified are expended for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement, the sole and exclusive remedy of the Contractor is to terminate this Agreement.

ARTICLE VIII
FUNDING

This contract is funded with Federal grant funds, the CONTRACTOR acknowledges that the obligations of the COUNTY under this contract are contingent upon the continued availability of grant funding to meet the COUNTY's obligations. If the grant(s) to the COUNTY is reduced, de-obligated, or otherwise discontinued or terminated, CONTRACTOR agrees that the COUNTY may immediately terminate the contract without penalty or any liability whatsoever on the part of the County, the State, or the Federal awarding agency.

ARTICLE IX
RELATIONSHIP OF PARTIES

None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of affecting the provisions of this Agreement.

CONTRACTOR understands and agrees that COUNTY shall not withhold from compensation payable to CONTRACTOR any sums for income tax, unemployment insurance, social security or other withholding pursuant to any law or required by any governmental authority and that payments of such amounts as may be required by law are and shall be the sole responsibility for CONTRACTOR which does hereby indemnify and hold COUNTY harmless from any and all costs or damages arising out of or in any way connected with the payment or nonpayment of such amounts.

It is expressly acknowledged and agreed that neither of the parties, nor any of their employees shall be construed to be agent, employer or representative of the other nor shall any provision of this Agreement create any right in COUNTY to exercise control or direction over the business of CONTRACTOR provided, however, that all services provided to COUNTY hereunder shall be provided and delivered at all times in a manner consistent with the standards of CONTRACTOR's profession, the terms of this Agreement and all applicable laws, rules and regulations of authorities having jurisdiction over COUNTY.

Personnel provided by CONTRACTOR are not employees of COUNTY nor are they entitled to any direct compensation nor any benefits or rights of COUNTY employees as from time to time may be established, and shall provide services for the benefit of COUNTY through CONTRACTOR and only pursuant to this Agreement.

COUNTY has hired contractor to provide Project Administrator for Non-Profits Grant Program for the Auditor's Office. As such, CONTRACTOR has the duty and obligation to perform all obligations to COUNTY under this Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing in similar conditions. CONTRACTOR acknowledges that information obtained directly or indirectly during the course of providing Project Administrator for Non-Profits Grant Program services is to be treated as private and confidential. Confidentiality must be maintained whether the information is stored on paper or on computer, communicated verbally or through

any other means. No property owned by or referencing COUNTY or one of its subdivisions shall be used by any employee, staff member or representative of CONTRACTOR without express approval by the authorized COUNTY representative and then shall be used only for professional purposes within the parameters of this Agreement.

ARTICLE X
INSURANCE

CONTRACTOR, at no cost to COUNTY, shall have and maintain at all times insurance of the types and amounts required in the RFP specifications. Proof of insurance shall be provided to the COUNTY within 10 days from the Effective Date of Contract.

ARTICLE XI
INDEMNIFICATION

CONTRACTOR shall indemnify and hold COUNTY harmless from and against any and all claims, demands, costs, expenses, liabilities and losses (including reasonable attorney's fees) which may arise out of any acts or failure to act of CONTRACTOR, its employees, agents or contractors in connection with the performance of services pursuant to this Agreement.

ARTICLE XII
PROHIBITION TO CONTRACT WITH CERTAIN COMPANIES

CONTRACTOR 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, Section 807.051 or Section 2252.153, which do business with Iran, Sudan or any Foreign Terrorist Organization. By entering into this Agreement, CONTRACTOR verifies to COUNTY that it is not on any such list.

ARTICLE XIII
ISRAEL STATEMENT

Consistent with Texas Government Code § 2271.002 CONTRACTOR verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is defined by § 808.001 of the Texas Government Code. Section 2271.002 of the Government Code only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. The term "company" is defined by §§ 808.001 and 2271.001 of the Texas Government Code.

ARTICLE XIV
MERGERS & ACQUISITIONS

The CONTRACTOR shall notify the COUNTY of any merger or acquisition by another firm, the following documents must be submitted to the COUNTY:

- A. Corporate resolutions prepared by the CONTRACTOR and the new entity ratifying acceptance of the original contract, terms, conditions and prices;
- B. New entity's Federal Identification Number (FEIN);
- C. New entity's proposed operating plans;
- D. New entity's proof of registration in SAM;
- E. New entity's certification regarding debarment;
- F. New entity's certification regarding lobbying; and
- G. W-9 Form for new entity.

Moreover, CONTRACTOR is required to provide the COUNTY with notice of any anticipated merger or acquisition as soon as the CONTRACTOR has actual knowledge of the anticipated merger or acquisition. The CONTRACTOR's proposed plan of operation must be submitted prior to merger to allow time for submission of such plan to the Commissioners' Court for its approval.

ARTICLE XV
DEBARMENT AND SUSPENSION

CONTRACTOR must not be listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB Guidelines at 2 CFR 180 that implement Executive Order 12549 and 12689, "Debarment and Suspension" at any time during the duration of this Agreement.

ARTICLE XVI
BYRD-ANTI LOBBYING AMENDMENT

CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under 31 U.S.C. 1352. CONTRACTOR 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. All appropriate certifications must be filed as required

ARTICLE XVII
CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL

CONTRACTOR must 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, (33 U.S.C. 1251-1387).

ARTICLE XVIII
RECORD RETENTION AND RIGHT TO AUDIT

CONTRACTOR shall keep and maintain all records associated with this contract for a minimum of five (5) years from the close of the contract or as required by Federal or State law or regulation, whichever period is longer. CONTRACTOR shall allow the County reasonable access to the records in CONTRACTOR's possession, custody, or control that the COUNTY deems necessary to assist it in auditing the services, costs, and payments provided hereunder. The CONTRACTOR shall also allow reasonable access to representatives of the Office of Inspector General, the General Accounting Office, the State Auditor's Office, and the other Federal and/or State agencies overseeing the funds that such entities deem necessary to facilitate review by such agencies and qualifier shall maintain fiscal records and supporting documentation for all expenditures in a manner that conforms with OMB Circular A-87 (relocated to 2 C.F.R. Part 225) and this contract.

ARTICLE XIX
MISCELLANEOUS

This agreement, Specifications for RFP Number 220110 and CONTRACTOR's response to RFP Number 220110 constitute the entire understanding between the parties, and no other agreements, representations or contract shall be binding on any of the parties unless set forth in writing and signed by all parties. Should the documents comprising this understanding contain conflicting provisions, provisions of the RFP Specifications shall have priority.

This Agreement supersedes all other prior agreements, either oral or written between the parties with respect to the services to be provided by CONTRACTOR to COUNTY and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner.

Each party to this Agreement acknowledges that no inducements or promises, oral or otherwise, have been made by any party or anyone acting on behalf of any party that is not embodied in this Agreement.

The invalidity or unenforceability of any term or provision of this Agreement shall in no way affect the validity or enforceability of any other term or provision.

Neither party under this Agreement shall have the right to assign or transfer its rights to any third party without prior written consent of the other party.

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the law of the State of Texas and all venue shall be in Lubbock County, Texas.

CONTRACTOR shall secure all necessary site related approvals, permits, licenses.

COUNTY will not be liable to the CONTRACTOR for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, direct, punitive, or exemplary damages.

Nothing in this Agreement shall be construed to waive the requirements of the Texas Public Information Act, and CONTRACTOR understands and agrees that the COUNTY will follow

all requirements of the Texas Public Information Act upon receipt of any public request for information related to this Agreement or any matter covered herein.

CONTRACTOR must comply with all federal, state, county and local laws governing or covering this type of service. Specifically, 2 C.F.R. Part 200, Sections 200.317-200.327, and Appendix II, 2 C.F.R. Part 200.

ARTICLE XX
NOTICES

All notice required under this Agreement shall be sent by certified mail, return receipt requested, or hand delivered to the parties at the following addresses:

CONTRACTOR: The Local CFO, LLC
6609 Toledo, Suite 2
Lubbock, TX 79424

COUNTY: Lubbock County Judge
P.O. Box 10536
Lubbock, Texas 79408

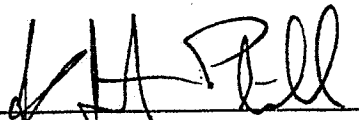
With a copy to: Lubbock County Contract Manager
P.O. Box 10536
Lubbock, TX 79408

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the duly authorized Officers and Agents and have set their hands and seal thereto as of the day and year written below.

LUBBOCK COUNTY, TEXAS:

THE LOCAL CFO, LLC:

Curtis Parrish
County Judge



Jonathan Phillips
Founder & President

DATE SIGNED: _____

DATE SIGNED: 3-23-22

ATTEST:

Kelly Pinion
Lubbock County Clerk

APPROVED AS TO CONTENT:



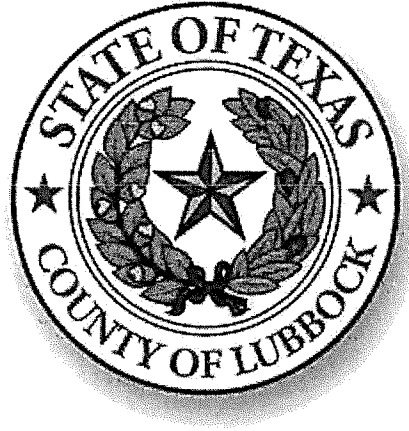
Kathy Williams
Lubbock County Auditor

REVIEWED AS TO FORM ONLY:



Marlise Boyles
Lubbock County District Attorney's Office
Civil Division

EXHIBIT A



LUBBOCK COUNTY

REQUEST FOR PROPOSALS

RFP 220110

PROJECT ADMINISTRATOR FOR GRANT PROGRAM FOR NON-PROFITS

AUDITOR'S OFFICE

I. GENERAL

The Lubbock County Commissioners Court is requesting proposals from firms who can adequately demonstrate they have the resources, experience and qualifications to provide the County with Project Administrator Services for the Lubbock County Auditor's Office.

Schedule:

- Questions Deadline: **Thursday, February 8, 2022, no later than 2 pm**
- Submittals Due: **Thursday, February 17, 2022, no later than 2 pm**
- Oral Presentation: **Week of February 21, 2022 (if applicable)**

SUBMITTAL:

Firms may submit proposals electronically by uploading required documents at Lubbock County partner's website, Bonfire. If submitting electronically, do not submit paper documents. Refer to Exhibit A for Bonfire Submission Instructions.

If you choose to submit in hard copy, submit one original proposal along with supporting documents of your submittal in a sealed envelope or container plainly labeled with the RFP Number

RFP 220110, PROJECT ADMINISTRATOR FOR GRANT PROGRAM FOR NON-PROFITS

along with their vendor name and address on the outside of the envelope or container to the office of the Director of Purchasing.

Physical: LUBBOCK COUNTY PURCHASING
DEPARTMENT Attn: DIRECTOR
OF PURCHASING
916 MAIN STREET, SUITE #503
LUBBOCK, TEXAS 79401

Mailing: LUBBOCK COUNTY PURCHASING
DEPARTMENT Attn: DIRECTOR
OF PURCHASING
PO BOX 10536
LUBBOCK, TEXAS 79408

This Request for Proposals is for your convenience in submitting proposals for the referenced services for Lubbock County.

Sealed proposals or electronic submittals through the Bonfire portal, <https://lubbock.bonfirehub.com> shall be received until:

Thursday, February 17, 2022, prior to 2:00 P.M.,
MARK ENVELOPE: RFP 220110 PROJECT ADMINISTRATOR FOR GRANT PROGRAM

In the event of inclement weather and County Offices are officially closed on a RFP opening day, RFPs will be received until 2:00 p.m. of the next business day, at which time said RFPs will be publicly opened.

FAILURE TO RETURN THE FOLLOWING MAY DEEM YOUR BID AS NON-RESPONSIVE.

- Vendor Acknowledgement Form
- Cooperative Purchasing Agreement
- Non-Collusive Bidding Summary
- Certification Regarding Lobbying
- Cover Letter
- Experience of Proposing Firm
- Prior Work Performance References
- Work Plan
- Costs

Late statements will not be accepted. Each firm is responsible for ensuring responses to this RFP have been delivered by date, time, and location specified. All questions related to the scope of services or questions concerning the submittal of Proposals shall be posted to Lubbock County Purchasing website and the Lubbock County's online bidding platform Bonfire at <https://lubbock.bonfirehub.com>. Respondents are responsible for insuring all answers to questions are reviewed prior to submittal.

WITHDRAWAL OF PROPOSALS: A Proposal may be withdrawn by written fax, email, or mailed request received by Director of Purchasing prior to the time fixed for proposal opening.

INFORMATION/QUESTIONS: All requests for additional information or clarification concerning this RFP must be submitted through the Bonfire electronic procurement portal system or in writing, no later than seven (7) business days prior to the RFP opening date and be addressed to:

Lubbock County Purchasing Department
Attn: Director of Purchasing
916 Main Street, Suite 503
P.O. Box 10536
Lubbock, Texas 79408
Fax: (806)775-7981
E-mail: cwehrman@lubbockcounty.gov

CHANGES TO THE SOLICITATION: Any changes to this RFP will be in the form of a written addendum, which will be furnished to all registered RFP holders. Any requests for modifications or clarifications must be received no later than the questions deadline to allow adequate time for a response or issuance of an addendum.

NON-RESPONSIVE PROPOSALS: A proposal that has one or more of the deficiencies listed below is non-responsive and will not be considered.

- A. The proposal is not signed by the person or persons authorized to bind the contract.
- B. The proposal does not contain the requirements requested in Article III. Evaluation Criteria.
- C. The proposal was not in the hands of the letting official as per the time and location specified in the advertisement.
- D. The Proposer submits more than one proposal, under the same or different name, for a specific proposed contract. (A Proposer may submit a proposal and participate as a material supplier, subcontractor, or both to any or all Proposers contemplating submitting a proposal for this work).

ADDENDA: Addenda are written changes, additions, alterations, corrections or revisions to specifications which change the scope of work. Any addenda issued during the time allowed for the preparation of responses shall be covered in the bid and, in executing the contract; they shall become a part thereof.

Vendor must acknowledge each Addendum(s) on the Vendor Acknowledgement Form.

All addenda, amendments and interpretations of this solicitation shall be in writing. Lubbock County shall not be legally bound by any amendment or interpretation that is not in writing. Only information supplied by the County in writing or in this RFP should be used in preparing responses. All contact that a Respondent may have had before or after receipt of this RFP with any individuals, employees or representatives of the County, and any information that may have been read in any news media or

seen or heard in any communication facility regarding this Bid should be disregarded in preparing responses.

RESPONSES: All responses submitted become the property of Lubbock County and are subject to the Public Information Act (Texas Government Code Chapter 552). All documentation shall be open for public inspection, except for trade secrets and confidential information so identified by firm as such. Any material that is considered as CONFIDENTIAL/PROPRIETARY in nature must be clearly marked on each applicable page as such by the proposer. Marking your entire proposal CONFIDENTIAL/PROPRIETARY is not in conformance with the Texas Public Information Act (*Texas Government Code*, Sec. 552.001, et seq.). Lubbock County will follow all requirements and procedures in the Public Information Act when responding to requests for disclosure of documents.

By submitting a response to this RFP, each firm unequivocally acknowledges that they have read and fully understands this RFP, and has asked questions and received satisfactory answers from Lubbock County regarding any provisions of this RFP to which clarification was desired.

QUALIFICATION COSTS BORNE BY QUALIFIER: Lubbock County shall not be liable for any costs incurred by qualifier in preparation, production, or submission of a qualification and shall not be liable for any work performed by qualifier prior to issuance of fully executed contract and properly issued notice to proceed. Lubbock County shall not be liable for any costs incurred by qualifier by reason of attending a pre-Proposals conference. Lubbock County shall not be liable for any costs incurred by qualifier during negotiations, including but not limited to those incurred by reason of the County invoking use of best and final offers.

NO COMMITMENT BY LUBBOCK COUNTY: This request for Proposals does not commit Lubbock County to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a Proposals in response to this request for Proposals and does not commit Lubbock County to procure or contract for services or supplies.

PERFORMANCE AND PAYMENT BONDS (if required): Successful qualifier, before beginning work, shall execute a performance bond and a payment bond as required under the Special Provisions or the resultant contract if such is required.

DELAYS: The County reserves the right to delay the scheduled commencement date of the contract if it is to the advantage of the County. There shall be no additional costs attributed to these delays should any occur. Qualifier agrees it will make no claims for damages, for damages for lost revenues, for damages caused by breach of contract with third parties, or any other claim by qualifier attributed to these delays, should any occur. In addition, qualifier agrees that any contract it enters into with any third party in anticipation of the commencement of the contract will contain a statement that the third party will similarly make no claim for damages based on delay of the scheduled commencement date of the contract.

COMMUNICATION: Except for the submission of written questions as described in solicitation or in response to requests or inquiries from Lubbock County, firms shall refrain from contacting members of the Selection Committee, Commissioners Court, consultants, or other staff with respect to this RFP or the selection process.

SUBMITTAL OF CONFIDENTIAL MATERIAL: The Owner considers all RFP information, documentation and supporting materials submitted in response to this Request for Proposals to be

non-confidential and/or non-proprietary in nature, and therefore, shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Sec. 552.001, et seq.) after the award of the contract except for trade secrets and confidential information which the Offeror identifies as proprietary. Any material that is to be considered as CONFIDENTIAL/PROPRIETARY in nature must be clearly marked on each applicable page as such by the proposer. Marking your entire proposal CONFIDENTIAL/PROPRIETARY is not in conformance with the Texas Public Information Act (Texas Government Code, Sec. 552.001, et seq.).

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. This provision is mandatory and may not be altered or deleted, as required by Sec. 552.372(b) of the Texas Government Code.

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 Lubbock 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 <https://statutes.capitol.texas.gov/Docs/LG/htm/LG.176.htm>. The forms for reporting are available at <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>.

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. If required, send completed forms to the Lubbock County Purchasing Office located at 916 Main, Suite 503, Lubbock, TX 79401.

CERTIFICATE OF INTERESTED PARTIES (FORM 1295): In compliance with Section 2252.908 of the Texas Government Code, Lubbock 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 <https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2252.htm>. The on-line form is available at <https://www.ethics.state.tx.us/filinginfo/1295/>. The Definitions are included in Chapter 46, Ethics Commission Rules: <https://www.ethics.state.tx.us/rules/commission/ch46.php>.

***NOTE: Publicly Traded business entities do not require a Form 1295.**

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 2252.153, 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 2271 VERIFICATION (Effective September 1, 2019): Lubbock 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 2271.002 of the Texas Government Code.

NON-DISCRIMINATION:

a. Equal Employment Opportunity: Qualifier will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Qualifier will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, disability, genetic information or veteran status. 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. Qualifier agrees to post in conspicuous places, available to employees and applicants for employment, notices of employment.

Qualifier will, in all solicitation or advertisements for employees placed by or on behalf of qualifier, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, disability, genetic information, or veteran status.

Qualifier will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

Qualifier will include the provisions herein in every subcontract or purchase order unless exempted.

b. Drug Free Work Place Act: Qualifier shall comply with all applicable requirements of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 8102, et seq.) and implementing regulations thereunder.

c. Americans with Disabilities Act: Qualifier shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (Public Law 101-136) and implementing regulations thereunder.

d. OSHA Regulations: Qualifier agrees to maintain and to display any applicable materials for its employees in accordance with OSHA regulations.

e. Compliance with Immigration Laws and Use of E-Verify: Qualifier agrees to comply with all requirements of the U.S. Immigration Reform and Control Act of 1986, as amended, and any implementing regulations thereto. Qualifier further agrees to utilize the E-Verify system through the Department of Homeland Security on its employees. Qualifier shall not employ unauthorized aliens, and shall not assign services to be performed to any supplier or subcontractor who are unauthorized

aliens. If any personnel performing any services hereunder are discovered to be an unauthorized alien, then Qualifier will immediately remove such personnel from performing services hereunder and shall replace such personnel with personnel who are not unauthorized alien(s).

f. **State and Federal Law Compliance:** Qualifier agrees to comply with all other State and Federal laws and regulations applicable to the provision of services under this contract.

SYSTEM OF AWARD MANAGEMENT: This solicitation requires registration with the System for Award Management (SAM) in order to be considered for award, pursuant to applicable regulations and guidelines. Registration information can be found at www.sam.gov. Registration must be "ACTIVE" at the time of award without any exclusions.

INSURANCE REQUIREMENTS: Within ten (10) days after the Effective Date of an Agreement, Contractor shall furnish, at its sole cost and expense, the following minimum insurance coverage. Such insurance is a condition precedent to commencement of any services under this Agreement. Contractor shall, in the stated ten (10) day period, furnish to the Lubbock County Director of Purchasing verification of the insurance coverage in the type and amount required herein, meeting all conditions of the Agreement, by an insurance company acceptable to County and authorized to do business in the State of Texas. Such insurance shall show the County as the certificate holder (general liability insurance). Coverage dates shall be inclusive of the term of the Agreement and any and all renewal periods or extensions, if any.

1. Contractor shall provide and maintain General Liability Insurance protecting the interest of the County and Consultant with in an amount of not less than One Million and 00/100 Dollars (\$1,000,000.00) single limit, with certificates evidencing such coverage to be provided to the County prior to the commencement of any services.
2. Contractor shall indemnify County for damages resulting from defects, errors or omissions and shall secure, pay for and maintain in force during the term of the Agreement and thereafter for an additional five (5) years from the date the Project is accepted as completed.
3. Certificates of Insurance: Before commencing the General Services under this Agreement, the Contractor shall deliver to County, Certificates of Insurance satisfactory to the County, or, as and when the County may direct, copies of the actual insurance policies from each insurance company evidencing that insurance as required by this Section is in force, stating policy numbers, dates of expiration, and limits of liability therein.

All copies of policies and Certificates of Insurance submitted to County shall be in form and content acceptable to County.

TERMINATION: By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. If required, send completed forms to the Lubbock County Purchasing Office located at 916 Main, Suite 503, Lubbock, TX 79401.

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFQ and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. This provision is

mandatory and may not be altered or deleted, as required by Sec. 552.372(b) of the Texas Government Code.

TERMINATION FOR DEFAULT: Failure of either party in the performance of any of the provisions of this contract shall constitute a breach of contract, in which case either party may require corrective action within ten (10) business days from date of receipt of written notice citing the exact nature of such breach. Failure of the party being notified to take corrective action within the prescribed ten (10) business days, or failure to provide written reply of why no breach has occurred, shall constitute a Default of Contract.

All notices relating to default by qualifier of the provisions of the contract shall be issued by the County through its Legal Department, and all replies shall be made in writing to the County Legal Department. Notices issued by or issued to anyone other than the County Legal Department shall be null and void and shall be considered as not having been issued or received.

Lubbock County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract, and may contract with another party, with or without solicitation of qualifications or further negotiations. At a minimum, qualifier shall be required to pay any difference in service or materials, should it become necessary to contract with another source, plus reasonable administrative costs and attorney fees.

In the event of Termination for Default, Lubbock County, its agents or representatives shall not be liable for loss of any profits anticipated to be made by qualifier.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

No waiver by either party of any event of default under this agreement shall operate as a waiver of any subsequent default under the terms of this agreement.

County reserves the right to terminate this contract immediately in the event contractor:

- A. Fails to meet delivery or completion schedules; and/or
- B. Fails to otherwise perform in accordance with the accepted qualifications and the contract.

TERMINATION FOR CONVENIENCE: County may terminate this contract upon at least thirty (30) calendar days prior written notice for its convenience or for any reason deemed by the County to serve the public interest. As well, County may terminate this contract upon thirty (30) calendar days prior written notice for any reason resulting from any governmental law, order, ordinance, regulation, or court order. In no event shall County be liable for loss of any profits anticipated to be made hereunder by qualifier should this contract be terminated early.

FORCE MAJEURE: If by reason of Force Majeure either Party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party's responsibility for the continuance of the Force Majeure claimed, but for no longer period.

Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of a public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the Party is unable to overcome and which substantially interferes with operations.

INDEPENDENT CONTRACTOR: Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be independent contractors, responsible for their respective acts or omissions, and that the County shall in no way be responsible for the Respondent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

A description of what information will be required during negotiations to finalize the contract with your firm. Lubbock County's Sample Contract is included in Exhibit B. Any exceptions must be itemized.

FUNDING: If the funds for payment have been provided through Lubbock County budget approved by the Lubbock County Commissioners Court for the fiscal year only. State of Texas prohibits the obligation and expenditure of public funds beyond the fiscal year for which the budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current fiscal year shall be subject to budget approval. The Fiscal Year for Lubbock County extends from October 1st of each calendar year to September 30th of the next calendar year.

RECORD RETENTION AND RIGHT TO AUDIT: Qualifier shall keep and maintain all records associated with this contract for a minimum of five (5) years from the close of the contract or as required by Federal or State law or regulation, whichever period is longer. If awarded this contract, qualifier shall allow the County reasonable access to the records in qualifier's possession, custody, or control that the County deems necessary to assist it in auditing the services, costs, and payments provided hereunder. If this contract involves the use of Federal or State funds, then qualifier shall also allow reasonable access to representatives of the Office of Inspector General, the General Accounting Office, the State Auditor's Office, and the other Federal and/or State agencies overseeing the funds that such entities deem necessary to facilitate review by such agencies and qualifier shall maintain fiscal records and supporting documentation for all expenditures in a manner that conforms with OMB Circular A-87 (relocated to 2 C.F.R. Part 225) and this contract.

INDEMNIFICATION: The contractor agrees to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County of Lubbock, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof, arising out of or in connection therewith on account of the loss of life, property or injury or damage to the person which shall arise from contractor's operations under this contract, its use of County facilities and/or

equipment or from any other breach on the part of the contractor, its employees, agents or any person(s), in or about the County's facilities with the expressed or implied consent of the County. Contractor shall pay any judgment with cost which may be obtained against Lubbock County resulting from contractor's operations under this contract.

Contractor agrees to indemnify and hold the County harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If

Contractor fails to do so, then the County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensation a sum of money reasonably sufficient to liquidate any and all such lawful claims.

MERGERS, ACQUISITIONS: The Qualifier shall be required to notify the County of any potential for merger or acquisition of which there is knowledge at the time that a proposal is submitted.

If subsequent to the award of any contract resulting from this request for proposal the Qualifier shall merge or be acquired by another firm, the following documents must be submitted to the County:

- A. Corporate resolutions prepared by the awarded Bidder and the new entity ratifying acceptance of the original contract, terms, conditions and prices;
- B. New entity's Federal Identification Number (FEIN);
- C. New entity's proposed operating plans;
- D. New entity's proof of registration in SAM;
- E. New entity's certification regarding debarment;
- F. New entity's certification regarding lobbying; and
- G. W-9 Form for new entity.

Moreover, qualifier is required to provide the County with notice of any anticipated merger or acquisition as soon as qualifier has actual knowledge of the anticipated merger or acquisition. The New Qualifier's proposed plan of operation must be submitted prior to merger to allow time for submission of such plan to the Commissioners' Court for its approval.

MONITORING PERFORMANCE: The County shall have the unfettered right to monitor and audit the qualifier's work in every respect. In this regard, the qualifier shall provide its full cooperation and insure the cooperation of its employees, agents, assigns, and subcontractors. Further, the qualifier shall make available for inspection and/or copying when requested, original data, records, and accounts relating to the qualifier's work and performance under this contract. In the event any such material is not held by the qualifier in its original form, a true copy shall be provided.

CONTRACTS SUBJECT TO GRANT FUNDING: Notwithstanding the foregoing, if the contract to be awarded by this procurement is funded with Federal or State grant funds, the qualifier acknowledges that the obligations of the County under the contract are contingent upon the continued availability of grant funding to meet the County's obligations. If the grant(s) to the County is reduced, de-obligated, or otherwise discontinued or terminated, Contractor agrees that the County may immediately terminate the contract without penalty or any liability whatsoever on the part of the County, the State, or the Federal awarding agency.

CERTIFICATION REGARDING LOBBYING: Qualifier certifies that:

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

modification of any Federal contract, grant, loan or cooperative agreement.

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

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

The truthful and fully completed and executed original of the Certification Regarding Lobbying (included with bid packet) must be included with the submission of qualifier's response and is a mandatory requirement of this request for proposals. Qualifier's failure to include the fully completed and executed or original of this Certification shall be considered non-compliant with the requirements of this request for proposals and grounds for the rejection of the qualifier's response. Submission of the certification is a prerequisite for making or entering into a contract with qualifier and is imposed by Section 1352, Title 31, United States Code. Further, any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SECTION 231.006, FAMILY CODE/DELINQUENT CHILD SUPPORT: Pursuant to Title 5, Section 231.006 of the Texas Family Code, as applicable, Qualifier certifies that it, including all of its principals, is/are current in child support payments and that it is eligible to receive payments from State funds under a contract for property, materials, or services. Qualifier acknowledges and agrees that if it is awarded this contract, then the ensuing agreement may be terminated and payment withheld if this certification is inaccurate. Finally, by the submission of its response in this request for proposals, the Qualifier certifies that it has included the names and social security numbers of each person with at least 25% ownership interest in Qualifier within its response to the request for proposals and that all such persons are current in child support payments.

ANTITRUST: Pursuant to 15 U.S.C. § I, et seq., and Texas Business and Commerce Code, Chapter 15, Contractor, by the submission of its proposals, certifies that neither Contractor nor any natural person, proprietorship, firm, corporation, partnership, association, or institution represented by Contractor or anyone acting for such natural person, proprietorship, firm, corporation, partnership, association, or institution has violated any Federal or State antitrust laws or communicated the nature of the offer, directly or indirectly, to any competitor or other person engaged in a similar line of business.

LABOR STANDARDS: On contracts funded under a federal grant: Qualifier acknowledges that the contract to be awarded pursuant to this solicitation is on a grant program funded with Federal funds. Qualifier shall comply with the requirements of 29 CFR Part 5 and Part 30 and shall be in conformity with Executive Order 11246, entitled "Equal Employment Opportunity", Copeland, "Anti-Kickback" Act (40 U.S.C. 3145, 29 C.F.R. Part 3), the Davis-Bacon and Related Acts (40 U.S.C. 3141- 3148, 29 C.F.R. Parts 1,3, and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), and all other applicable Federal, State, and local laws and regulations pertaining to labor standards,

insofar as those acts apply to the performance of this Agreement. Qualifier is also responsible for ensuring that all subcontractors comply with the requirements of 29 CFR Part 5 and Part 30 and shall be in conformity with Executive Order 11246, entitled "Equal Employment Opportunity", Copeland "Anti-Kickback" Act, the Davis-Bacon and Related Acts (29 CFR Parts 1, 3 and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), and all other applicable Federal, State, and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of this Agreement.

Small and minority business, women's business enterprises, and labor surplus area firms (2 C.F.R § 200.321). The County is required to take affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. This includes requiring the prime contractor, if subcontracts are to be let in the performance of this contract, to itself take affirmative steps in letting the subcontract. Accordingly, if subcontracts are to be let in the performance of this contract, the contractor must take affirmative steps in the letting of the subcontract(s), which must include:

- (a) placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (c) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; and
- (d) using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

In accordance with FEMA procurement guidance:

A small business is a business that is independently owned and operated, not dominant in the field of operation in which it is bidding on Lubbock County contracts, and qualified as a small business under the Small Business Administration criteria and size standards at 13 C.F.R. Part 121.

A women's business enterprise is a business enterprise that is: (a) at least 51 percent owned by one or more women or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more women; and (b) whose management and daily operations are controlled by one or more women.

A minority business is a business that is (a) at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority group members; and (b) whose management and daily operations are controlled by one or more minority group members.

It is the intent of this solicitation to enter into a contract that meets Federal guidelines. It is imperative that all responders seeking a contract under this RFQ solicitation must familiarize and adhere to the procurement standards as referenced in 2 C.F.R. Part 200, Sections 200.317-200.327, and Appendix II, 2 C.F.R. Part 200. See attached Exhibit B in reference to the

following.

1. Equal Employment Opportunity
2. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)
3. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)
4. Rights to Inventions Made Under a Contract or Agreement
5. Clean Air Act (42 U.S.C. 7401-7671q.)
6. Debarment and Suspension (Executive Orders 12549 and 12689)
7. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)
8. Procurement of recovered materials (200.323)
9. Prohibition on certain telecommunications and video surveillance services or equipment (200.216)
10. Domestic preferences for procurements (200.322)

RESPONDENTS/PROPOSERS MUST COMPLY WITH: Respondents / Proposers must comply with all Federal, state, county and local laws governing or covering this type of service.

- a. Qualifier shall comply with all applicable local, State, and Federal laws, rules, and regulations.
- b. If this contract is made pursuant to a Federal award, then Contractor acknowledges that the contract is subject, without limitation, to applicable provisions within 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Contractor shall comply with applicable provisions within 2 C.F.R., Sections 200.319 through 200.326, including but not limited to the following:

Debarment and Suspension (Executive Orders 12549 and 12689): A contract award must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. Part 180 that implement Executive Orders 12549 and 12689. The Contractor is required to verify that none of the contractor, 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).

Contractor must comply with 2 C.F.R. Part 180, Subpart C and 2 C.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. Qualifier 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 through the period of any contract that may arise from this offer. The qualifier further agrees to include a provision requiring such compliance in its lower tier covered transactions.

II. Project Description:

Lubbock County is accepting proposals for a Project Administrator to manage a grant program for Lubbock County non-profit organizations. Funding for this program is related to the American Rescue Plan Act (ARPA) of 2021. Non-profit organizations eligible for this grant are determined by the tax exempt status per 501(c)(3) as recognized by the IRS.

SCOPE: The program is to provide reimbursement grants to Lubbock County non-profit organizations for costs of business interruption caused by required closures and expenses in response to the COVID-19 public health emergency. Grant funding guidelines must be developed and reviewed by the County. The Project Administrator must collect sufficient information, documentation, and receipts to reasonably conclude that the grants are in response to COVID-19 and also must satisfy the requirements of the ARP Act and other applicable law. Additionally, non-profit applicants must self-report and certify that they have not and will not receive reimbursement from any other federal, state, or other entity supplanting funding.

Consulting firm must have an understanding of the intricacies of the laws, regulations, policies, timelines, requirements, processes, and systems that govern eligibility and reporting for federal grants and other deferral agencies. Consulting firm must have the ability to perform services remotely with access to electronic tools. The vendor will provide the electronic tools to be able to work remotely and communicate with Lubbock County staff and non-profit organizations applying throughout the grant process.

The selected consulting firm shall assist the County with the following duties as mutually agreed upon as it relates to the review of applicants, distribution, and payments to qualified non-profit organizations:

1. Vendor may use software to assist in the grant process. However, the awarded vendor must protect applicant's private information whether a software is used or not used.
2. Provide technical advisory services related to recovery from COVID-19 and assist Lubbock County non-profits in completing the application process.
3. Develop and implement strategies designated to maximize federal and state assistance to ensure applicants are eligible for the assistance.
4. Provide marketing of the grant program to include guidelines, publicize the program, receive the applications, monitor grant activities and oversee the whole process.
5. Provide support for strategic planning and coordination of all recovery efforts as it relates to grant disbursements
6. Develop the applications and platform for applying for the grants. Vendor must advise Lubbock County on setting realistic parameters for application in order to efficiently and effectively distribute the grant funding to meet the needs of the non-profits impacted by COVID-19 pandemic in Lubbock County.
7. Review and certify applicants request for assistance to include non-profit eligibility.

8. Review and assist with processing payment requests, determining allowable costs, with scope of review and assistance to be set by County
9. Identify potential improvements and maximize public assistance/American Rescue Plan Act funding in conjunction with the County
10. Provide oversight and guidance to guarantee compliance with OMB Uniform Guidance 2 CFR, Part 200, including performing internal control risk assessments as required and for ensuring that Lubbock County is in compliance with 2 CFR 200 as it relates to the American Rescue Plan Act Funding
11. Represent Lubbock County and attend meeting with U.S. Treasury, or other agencies as may be necessary on behalf of the County
12. Provide the County with grant/funding close-out services to ensure funding is retained
13. Resolve any requests for information, justification, audit findings and eligibility appeals
14. Streamline reporting process to ensure continued compliance and provide post-award grants administration

BUDGET: The current total estimated project budget to be provided through the grant is \$5,000,000. Lubbock County will distribute funds to eligible non-profit entities as determined by project administrator.

ESTIMATED TIMELINE: The Project Administrator must have funding expended by June 30, 2022. Grant reimbursements must be for expenses incurred from March 1, 2020, to date. Any unused funding and all grant reporting must be returned to the County no later than September 30, 2022.

III. Evaluation Criteria

The County will evaluate all RFP's received based on the factors outlined in this RFP.

Submittals (electronic or hard copy) shall take the form of a 8 ½ inch by 11-inch report in portrait orientation with a Table of Contents and all pages numbered in sequence. Minimum font type or font size on graphics and charts shall be 10-point type size for text shall be 12 point. Each section shall be clearly identified and labeled.

1. **Cover Letter:** A cover letter with company name, address, phone number, project contract and principal signature is required, expressing interest in the project and certifying that sufficient resources in personnel, equipment, and time are available and can be committed to this project.
2. **Experience of Proposing Firm:** Provide background with federally funded projects. The proposer is required to state its organizational resources, which the proposer considers to be advantageous to the successful completion of the project. Items to be considered include the capabilities and experience of the proposer as it relates to the items detailed under Project

Description, identification of the principal participants including resumes, certifications and licenses, and office locations. Please include the name, position (including qualification) and phone number of the individual(s) that will be assigned to complete this project. These persons may not be withdrawn from the project or personnel substitutions made without consent of Lubbock County. Please identify how many projects the firm currently is obligated to perform and the approximate dollar value of each.

3. **Prior Work Performance References:** Information is required regarding previous work of a similar nature performed by the organization with other governmental units or businesses, if any. This would include a description of the work performed, when the work was performed, the dollar amount of the project, the date, name, address, and telephone number of at least three (3) clients who may be contacted for further information. Please provide verification that the proposer is not involved in any current litigation or been the subject of arbitration.
4. **Work Plan:** Explain the work plan with detailed specific tasks as noted in the Project Description section of this RFP. Provide the approach and strategy to implement the project. Note all tasks and the responsible parties including the County and sub-consultants. Demonstrate how your firm will minimize costs and maximize federal resources including utilization of project management resources in a cost-effective manner, assessment of alternatives, delivery methods, streamlining project and work tasks, quality control methods and so forth.
5. **Costs:** Cost of services to complete the project, not exceeding 3%. (i.e. 3% maximum in administrative fees: Total Budget \$5,150,000. This includes administrative fees of up to 3%. Provide costs to complete the work plan as detailed in the Proposal.

If the cost of proposed professional administration services will exceed \$50,000, then profit (either % / actual cost) must be identified and negotiated as a separate element of the price of the contract. To comply, the bidder must disclose and certify in its proposal the percentage of profit being used.

The RFP review criteria will include the following:

<u>Evaluation Criteria</u>	<u>Weighted Value</u>
a. Experience of Proposing Firm	30
b. Prior Work Performance References	20
c. Work Plan	30
d. Costs	20

The County reserves the following rights:

- a. The County reserves the right to reject any or all proposals in whole or in part received by reason of this Request for Proposals and may discontinue its efforts under

this Request for Proposals for any reason or no reason or solely for the County's convenience at any time prior to actual execution of the contract by the County.

- b. The right to waive any minor irregularities in a response;
- c. The right to request clarification of irregularities submitted and/or to request additional information from any Firm; or
- d. The right to eliminate any firm from consideration if it is determined the firm cannot perform services specified in their response.

Receipt of any proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing bidders and kept secret during the negotiation/evaluation process. However, all documentation shall be open for public inspection after a contract is awarded, except for trade secrets and confidential information so identified by bidder as such. All confidential information should be clearly marked in red.

At the sole discretion of Lubbock County, some or all of the firms considered for service selection may be required to appear for oral presentations. The oral presentations, if required, shall be conducted to solicit information to enable the committee to evaluate the capability of the applicable firms to provide the specific service. Lubbock County will notify the firms of the schedule, order and procedure for the presentation, including the content, time limits, use of handouts or visual aids, etc. Notwithstanding the foregoing, Lubbock County emphasizes that it may elect to forego oral presentations. Consequently, all responses shall be comprehensive and clear on their face, and no firm should rely upon the opportunity to present additional or clarifying information after submittal.

Firm(s) will be ranked based on submittals, oral presentations (if applicable) and the evaluation criteria stated herein.

After viewing any presentations, the selection committee will again rank the presenting firms and recommend that the County begin negotiations with the top-ranked firm to enter into a contract. All Firms that have made presentations to the County will be notified of the County's final selection results.

Lubbock County will issue a contract with the agreed upon scope of work and fees; or attempt to negotiate a contract for the provision of services with the selected firm. If a satisfactory contract cannot be reached, negotiations will end with that firm and negotiations will begin with the second most qualified firm, and so on according to the provisions of the Chapter 2254 of the Texas Government Code.

Any cost or expense incurred by the Respondent that is associated with the preparation of the submittal, or during the phase of the selection process shall be borne by the Respondent.

VENDOR ACKNOWLEDGEMENT

Lubbock County

RFP 220110

The undersigned hereby certifies that he/she understands the specifications and any addendums, has read the document in its entirety and the prices submitted in this bid/proposal have been carefully reviewed and are submitted as correct and final. If Bid/Proposal is accepted, proposer further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, and upon conditions in the specifications of the Invitation for Bid/Proposal.

The undersigned hereby certifies the foregoing proposal submitted by the company listed below hereinafter called "Bidder" is the duly authorized agent of said company and the person signing said proposal has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract; this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder; and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Company Name						
Address of Principal Place of Business						
City, State, Zip						
Remittance Address						
City, State, Zip						
Phone of Principal Place of Business						
Fax of Principal Place of Business						
E-mail Address of Representative						
DUNS Number						
Date						
Acknowledgement of Addenda (Please circle EACH acknowledged Addendum(s))	<table border="0"> <tr> <td>#1</td> <td>#2</td> <td>#3</td> <td>#4</td> <td>#5</td> </tr> </table>	#1	#2	#3	#4	#5
#1	#2	#3	#4	#5		
Authorized Representative Name						
Authorized Representative Title						
Authorized Signature						

NON-COLLUSIVE BIDDING CERTIFICATE

Lubbock County

RFP 220110

By submission of this bid or proposal, the bidder certifies that:

1. This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor;
2. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or bids for this project, to any other bidder, competitor, or potential competitor;
3. No attempt has been made or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; and
4. The person signing this bid or proposal certifies that they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf.

Vendor Name

Authorized Signature

Printed Name

Title

Date

CERTIFICATION REGARDING LOBBYING
(31 U.S.C.A. § 1352)

**This Certification must be completed, signed, dated and
returned to the Lubbock County Director of Purchasing**

Procurement Number and Description: RFP #220110, Project Administrator Services

Proposer **CERTIFIES**, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the proposer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the proposer shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. Proposer shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Organization/Corporation: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Signature of Authorized Signatory for Proposer: _____ Date Signed: _____

Title of Authorized Signatory of Proposer: _____



EXHIBIT A

Bonfire Submission Instructions

Please follow these instructions to submit via our Public Portal.

Prepare your submission materials:

Requested Information

Name	Type	# Files	Requirement
Tab 1 - Vendor Acknowledgement Form	File Type: PDF (.pdf)		Required
Tab 2 - Cooperative Purchasing Agreement	File Type: PDF (.pdf)		Required
Tab 3 - Non- Collusive Bidding Certificate	File Type: PDF (.pdf)		Required
Tab 4 - Certification Regarding Lobbying	File Type: PDF (.pdf)		Required
Tab 5 - Cover Letter	File Type: PDF (.pdf)		Required
Tab 6 - Experience of Proposing Firm	File Type: PDF (.pdf)		Required
Tab 7 - Prior Work Performance References	File Type: PDF (.pdf)		Required
Tab 8 - Work Plan	File Type: PDF (.pdf)		Required
Tab 9 - Costs	File Type: PDF (.pdf)		Required

Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

1. Upload your submission at: <https://lubbock.bonfirehub.com>

The Q&A period for this opportunity starts **January 13, 2022 9:00 AM CDT**. The Q&A period for this opportunity ends **February 8, 2022 2:00 PM CDT**. You will not be able to send messages after this time.

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **February 17, 2022 2:00 PM CDT**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

Need Help?

Lubbock County uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

EXHIBIT B

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as

supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations 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).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323. Procurement of recovered materials

(K) See § 200.216. Prohibition on certain telecommunications and video surveillance services or equipment

(L) See § 200.322. Domestic preferences for procurements

Clint Wehrman
Director of Purchasing
Lubbock County
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(806) 775-1015
Fax: (806) 775-7981



February 08, 2022

Addendum #1
RFP 220110
PROJECT ADMINISTRATOR FOR GRANT PROGRAM: NON-PROFITS
Auditor's Office

Following are responses to questions submitted.

1. What technology and tools does the Agency have both Grants Administration and Grants Management?

Response: The awarded vendor will provide the electronic tools to be able to work remotely and communicate with Lubbock County staff and small businesses applying throughout the micro-grant process.

2. Would you like the vendor to bring their own grants administration technology or use your existing technology?

Response: No software is identified in the RFP. Awarded vendor may use software to assist in the grant process. However, the awarded vendor must protect applicant's private information whether a software is used or not used.

3. Will the vendor's grants management technology have the ability to integrate with the agency's existing accounting technology funds distribution?

Response: Lubbock County will distribute funds to the eligible non-profit organizations.

4. How many Project Administrators do you anticipate needing to support this requirement?

Response: Lubbock County will try to contract with one firm.

5. Please clarify the grantee evaluation process?

Response: That will be coordinated with the selected firm.

6. What is the anticipated award date?

Response: Anticipated award date is March 14, 2022.

7. Is the agency going to participate in the evaluation of the non-profits?

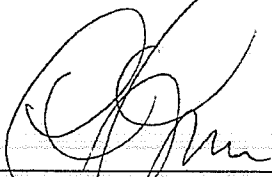
Response: Yes, Lubbock County will participate.

8. Is the Agency going to execute cost reimbursement? Or is that the responsibility of the vendor?

Response: This is a revenue replacement program.

End of Addendum #1

Please acknowledge receipt of this addendum with your Vendor Acknowledgement Form.



Clint Wehrman
Director of Purchasing

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February 16, 2022

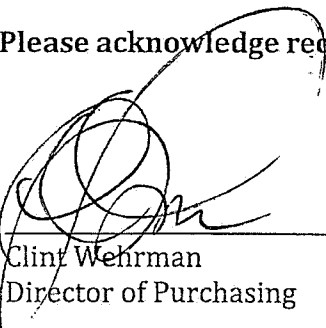
Addendum #2
RFP 220110
PROJECT ADMINISTRATOR FOR GRANT PROGRAM: NON-PROFITS
Auditor's Office

The following change is incorporated into RFP 220110.

1. The addition of the attached Cooperative Purchasing Agreement.

End of Addendum #2

Please acknowledge receipt of this addendum with your Vendor Acknowledgement Form.



Clint Wehrman
Director of Purchasing

RFP 220110
PROJECT ADMINISTRATOR FOR
GRANT PROGRAM FOR NON-PROFITS

AUDITOR'S OFFICE

COOPERATIVE PURCHASING

COOPERATIVE PURCHASING: Lubbock County desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the price quoted, for the period of this contract. Each bidder shall indicate in the space provided below if they will honor Political Subdivision orders in addition to orders from Lubbock County. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications and pricing would apply?

YES_____ NO_____ (please initial the appropriate response)

Lubbock County currently has an Interlocal Agreement for Cooperative Purchasing in place with the City of Lubbock. Lubbock County reserves the right to enter into additional Interlocal Agreements for Cooperative Purchasing at its sole discretion.

If you (the bidder) initialed YES, the following will apply:

- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with Lubbock County will be eligible, but not obligated, to purchase materials / services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than Lubbock County will be billed directly to that governmental entity and paid by that governmental entity. Lubbock County will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials / services as needed.

Lubbock County

EXHIBIT B

RFP Response
ARPA Micro Grant Program
January 20, 2022

Jonathan Phillips
Founder, President
Local CFO, LLC
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Lubbock, TX 79424
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TheLocalCFO.com



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ARPA MICRO GRANT PROGRAM PROPOSAL

COVER LETTER

The Local CFO, LLC ("Local CFO") team sincerely appreciates the invitation to submit this proposal highlighting our ability to deliver requested services to Lubbock County (the "County") for the Micro-Grant Program through the American Rescue Plan Act (ARPA) of 2021.

It is our intention to respond directly to your request while giving you a clear sense of our differentiation and capabilities. We look forward to the opportunity to expand upon any aspect of this summary in future communications.

The ability to deliver tailored accounting solutions to clients is Local CFO's signature in the marketplace. In addition to tax and bookkeeping services offered by most accounting firms, we also provide project management, government compliance monitoring, corporate tax strategies, and non-profit and venture capital fundraising. Who you are and what you need define the solutions we propose, not the other way around.

At Local CFO, we want to know what makes your organization unlike anyone else's. That's why your account team will listen intently to learn about your business and delve deeply into all the details that matter when balancing non-profit assistance and government compliance. This single-minded focus on excellence – characterized by attention to detail and communication – is the driving force behind every Local CFO government compliance monitoring project.

Our team will explore how the County has monitored sub-recipient programs in the past and will listen to and understand your current and future goals for this program. We will gain insights we need to act strategically now to support your short- and long-term success. We will implement our mutually developed plan, completing outlined activities and meeting targeted objectives to optimize your total experience and outcomes. We certify that sufficient resources in personnel, equipment, and time are available and will be committed to this project.

Ultimately, we all work towards one priority – non-profit organizations' success in Lubbock County. We look forward to being your day-to-day teammate throughout this grant term. Thank you again for this opportunity.

Sincerely,

Jonathan Phillips
Consultant

ARPA MICRO GRANT PROGRAM PROPOSAL

EXPERIENCE

Local CFO

Brief description of our firm's history and background

- Founded in 2018
- Based in Lubbock, Texas
- Consulting clients generated revenue over \$80 million in Lubbock and \$230 million statewide in 2021
- Governmental clients generated revenue over \$200 million in 2021
- Non-Profit Organization clients based in Lubbock County generated revenue over \$2 million in 2021

Company Culture, Philosophy, Mission and Values

Core Values:

E – Ethics in our work and our personal lives

B – Boldness in our approach

I – Innovation in our problem solving

T – Trust is our inventory

D – Diversity in our culture and portfolio

A - Accountability

Local CFO's mission is to:

Build the best business consulting firm with accountants and advisors who adhere personally and professionally to our core values of Ethics, Boldness, Innovation, Trust, Diversity, and Accountability to create client experiences and results that inspire confidence.

Provide superior, cost-effective advice that is relevant, informed, and affirmed through measurable results while striving for the highest professional excellence in the delivery of those solutions.

Responsibly navigate market opportunities and adjustments with our clients' best interests at the center of our decision making

Local CFO will accomplish this mission with the kind of leadership that maintains our philosophy and continues to strengthen our company culture. We will honor the moral and ethical standards that are inherent to building trust in all relationships, and clients' confidence in our ability to create and maintain a Local CFO team that is the very best at what we do.

ARPA MICRO GRANT PROGRAM PROPOSAL

Meet Your Team

Jonathan Phillips - Founder & President

Jonathan will serve as your senior account executive. His focus will be driving the management and coordination of the County's specific deliverables. In addition, he will concentrate on delivering solid, reliable service to the County and will strive to be an extension of your internal auditing department. Jonathan enjoys providing consistent and simple solutions in the areas of compliance, communication, project management, and technology. Prior to founding Local CFO, Jonathan served in senior audit and tax accounting roles at various CPA firms based in Lubbock, TX. Jonathan graduated from Wayland Baptist University with a BBA in Accounting. He will bring over 10 years of experience in government grant compliance. His experience includes working with the 1115 Waiver program since its inception as Section 1115 of the Affordable Care Act. That program involved the federal government allocating funds to the State of Texas who in turn allocated funds to larger county Hospitals. These larger county hospitals were then tasked with providing Intergovernmental Transfers to smaller, rural county hospitals. This particular experience, while exclusive to hospitals, is very similar to the structure of the American Rescue Plan Act, and should prove vital.

Consultants

Todd Bash will lead our team of consultants who will work closely with Jonathan to manage all key initiatives and the execution of the compliance monitoring plan. In addition, the consultants will work with the rest of the Local CFO team on managing the completion and accuracy of documentation from applicants that would potentially be the sub-recipients of the program award. Our team of consultants represent nearly 50 years of accounting and finance experience, each with either an MBA and/or a CPA certification. Todd earned his BBA in Accounting from Texas Tech University and his MBA from Wayland Baptist University. He has also been a CPA for 28 years.

Compliance

Rhonda Gentry will lead our compliance team which includes professionals with over 30 years of experience in governmental compliance and Single Audit as both the auditor and the auditee. Their main responsibility is to review the documentation provided and ensure that all compliance measures are met. They will work closely with the analyst team to ensure responsiveness and a sense of urgency to assist qualified recipients in collecting required documentation before, during, and after funds have been awarded. Rhonda received her BS from Texas Tech University and has 25 years of government compliance monitoring experience, most of which was for the City of Lubbock.

Analysts

Davis Odorizzi will lead our analyst team who will focus on maximizing the value and cost-effectiveness of the County's compliance monitoring goals. Each of these professionals draw on their own unique perspectives from their years of experience in various accounting and financial fields. Our analyst team will work closely with Jonathan and the rest of the Local CFO team to ensure the County's compliance monitoring plan is executed and appropriate. Davis earned a BA from Concordia University and has seven years of experience in accounting and business management.

ARPA MICRO GRANT PROGRAM PROPOSAL

Compliance Monitoring

The list below includes grant programs that Local CFO and our staff have administered at the recipient, and some at the sub-recipient level over the past two years. These activities include monitoring, compliance, expense management, cash flow projections, and budgeting. Local CFO does not perform audits and this list is not intended to convey governance or authority over the programs themselves. These are just various grant programs for multiple organizations that we have assisted our clients with administering.

Federal Grants

- HIV/Housing Opportunities for Persons with AIDS CFDA 14.241
- CARES Act – HIV/Housing for Persons with AIDS CFDA 14.241
- VA Supportive Services for Veteran Families Program CFDA 64.033
- CARES Act – VA Supportive Services for Veteran Families Program CFDA 64.033
- Block Grant for Community Mental Health Services CFDA 93.958
- PATH (Projects for Assistance in Transition from Homelessness) CFDA 93.150
- Temporary Assistance for Needy Families (TANF) CFDA 93.558
- Coordinated Specialty Care – US Dept Health & Human Services CFDA 93.958
- Mental Health First Aid - Outreach - US Dept Health & Human Services CFDA 93.958
- Title XX – Social Services Block Grant CFDA 93.667
- Promoting Integration of Primary and Behavioral Health Care (MH/PIPBHC) CFDA 93.243
- Block Grant for Prevention & Treatment of Substance Abuse – OSR CFDA 93.959
- Block Grant for Prevention & Treatment of Substance Abuse – OSR CFDA 93.788
- Block Grant for Prevention & Treatment of Substance Abuse – HIV CFDA 93.959
- Block Grant for Prevention & Treatment of Substance Abuse – HIV CFDA 93.788
- Substance Abuse Block Grant – Pregnant Post-Partum Intervention Program CFDA 93.959
- Opioid Treatment Services for Pregnant and Post-Partum Women CFDA 959
- Block Grant for Prevention & Treatment of Substance Abuse – Methadone CFDA 93.959
- Block Grant for Prevention & Treatment of Substance Abuse – Methadone CFDA 93.788
- Medicaid Administrative Claiming (MAC); Medicaid Cluster CFDA 93.778
- Mental Health Adult Supported Housing CFDA 93.958
- Money Follows the Person – ECC & TST CFDA 93.778
- HIV Care Formula Grant CFDA 93.917
- CARES Act HIV Care Formula Grant CFDA 93.917
- Promoting Safe and Stable Families – Dept Family & Protective Services 93.556
- COVID-19 FEMA Relief CFDA 97.036.119
- COVID-19 Disaster Crisis Counselling Program CFDA 97.032
- Homeless Veterans Reintegration Program CFDA 17.805
- Shuttered Venue Operators Grant CFDA 59.075
- Provider Relief Funds CFDA 93.498

ARPA MICRO GRANT PROGRAM PROPOSAL

Compliance Monitoring

State Grants

- Intellectual and Developmental Disabilities
 - o Nursing Facility PASRR Service Coordination
 - o Crisis & Behavioral Supports o Behavioral Crisis Respite
 - o Community Living Options Information Process
 - o Permanency Planning
- Mental Health Authority
 - o Inpatient
 - o Children & Adolescent
 - o Crisis Fund
 - o Outpatient Competency Restoration
 - o Veterans Incentive and Competitive Program
 - o Mental Health First Aid
- Jail Based Competency Restoration (Senate Bill 292)
- Community Mental Health Grant Program (House Bill 13)
- PATH (Projects for Assistance in Transition from Homelessness)
- Block Grants for Prevention & Treatment of Substance Abuse – Methadone
- Opioid Treatment Services for Pregnant and Post-Partum Women
- Parenting Awareness & Drug Risk Education
- Pregnant Post-Partum Intervention Program
- Block Grant for Prevention & Treatment of Substance Abuse
- HIV/Housing for Persons with AIDS
- HIV Care Formula Grant
- State Services – State Health Services HIV
- Texas Veterans Commission – Housing for Heroes
- Child & Youth Development Family Preservation and Support Services
- Texas Veterans and Family Alliance Grant Program
- Texas Correctional Office on Offenders with Medical or Mental Impairments
- Certified Community Behavioral Health Clinic Grant Program
- Community Mental Health Centers Grant Program
- Youth Empowerment Services

Non-Profit Grant Foundations

- CH Foundation
- Helen Jones Foundation
- Helen Jones Educational Endowment
- Talkington Educational Endowment
- Rae Charitable Trust Foundation
- Texas Tech Alumni Association
- Community Foundation of West Texas
- Texas Women for the Arts

Other "Grant-Like" Programs

- Texas Section 1115 Demonstration Waiver
- Medicaid
- Medicare
- Economic Injury Disaster Loans
- Payroll Protection Program – Small Business Administration

ARPA MICRO GRANT PROGRAM PROPOSAL

REFERENCES

Lucas Wilson - Tarrant County MHMR

Title: Chief Financial Officer
Phone: (817) 219-9274
Email: Lucas.Wilson@mhmrctc.org

Kristin Alonzo - Tarrant County MHMR

Title: Director of Financial Compliance
Phone: (817) 569-5507
Email: Kristin.Alonzo@mhmrctc.org

Heather May - Lubbock Community Theatre

Title: Executive Director
Phone: (806) 500-5639
Email: heatherm@lubbockcommunitytheatre.org

Christy Martinez-Garcia - Los Hermanos Familia

Title: Executive Director
Phone: (806) 792-1212
Email: loshermanosfamilia@gmail.com

Lindsey Maestri - LHUCA

Title: Executive Director
Phone: (806) 762-8606
Email: lindsey.maestri@lhuca.org

Vince Gonzalez - CCK Minerals Management

Title: President
Phone: (806) 239-2727
Email: vincent.gonzalez@lnrtx.com

Note: Per request listed in the RFP, Local CFO, LLC is not involved in any current litigation or been the subject of arbitration.

ARPA MICRO GRANT PROGRAM PROPOSAL

WORK PLAN

Desired Outcomes

Our goal for this project is to support the County's existing compliance staff in four key areas:

1. Assist in developing guidelines for applicants.
2. Advise applicants on which costs of business interruptions or related COVID-19 expenses qualify under the ARPA rules.
3. Collect documentation from awardees that support these eligible costs.
4. Verify that the costs of business interruptions or related COVID-19 expenses qualify under the ARPA rules

Provide technical advisory services related to recovery from COVID-19 and assist Lubbock County non-profits in completing the application process.

Local CFO has been advising area non-profits on COVID-19 assistance since the start of the pandemic. We will be assisting non-profits in completing the application process regardless of if we are chosen for this proposal. We have read and understand the terms of the ARPA funds.

Develop and implement strategies designed to maximize federal and state assistance to ensure applicants are eligible for the assistance.

Our Compliance team will assist our Analysts in ensuring that the applicants are all eligible for this program by verifying addresses submitted on the application, reviewing SAM.GOV, and doing risk assessments on each applicant.

Provide marketing of the micro-grant program to include guidelines, publicize the program, receive the applications, monitor micro-grant activities and oversee the whole process.

Local CFO understands that the County is collecting the applications and will forward to Local CFO for review and monitoring. Local CFO will work with the County to develop a plan to publicize the program to raise awareness for non-profits that may qualify. We would like to work with the County's Information Technology department on establishing a secure portal to transfer documents to and from the County and Local CFO electronically. We will oversee the whole process from application, through award, and into the required audit communications post-award for the County.

Provide support for strategic planning and coordination of all recovery efforts as it relates to micro-grant disbursements.

In the event of recovery, Local CFO will support to the County in coordination of these efforts.

Develop the applications and platform for applying for the micro-grants.

Local CFO understands that the County has already created and is currently receiving applications for the micro-grants. After discussion for the small business micro-grant program, we have already begun creating a new application based on the eligibility requirements described in 31 CFR Part 35.6(b). (Begins on page 138 of the Interim Final Rule per the Treasury Department.)

ARPA MICRO GRANT PROGRAM PROPOSAL

WORK PLAN

Review and certify applicants request for assistance to include non-profit eligibility.

Local CFO is committed to ensuring that only eligible non-profits are awarded funds through the award process. Additionally, we are committed to ensuring that the costs or lost revenues reported have sufficient documentation to support the eligibility of those costs or lost revenues.

Review and assist with processing payment requests, determining allowable costs, with scope of review and assistance to be set by the County.

We understand that this is a crucial part of this project. We believe that we have the right team in place to ensure that this is a priority. Our Analyst and Compliance teams will focus on processing payment requests and determining allowable costs with the assistance of the County.

Identify potential improvements and maximize public assistance/American Rescue Plan Act funding in conjunction with the County.

Our Consulting team will focus on improvements and maximizing public assistance and ARPA funding in conjunction with the County.

Provide Oversight and guidance to guarantee compliance with OMB Uniform Guidance 2 CFR, Part 200, including performing internal control risk assessments as required.

As mentioned previously, our aim is to assist the County in every aspect of the micro-grant program. This includes guidance to guarantee compliance with OMB Uniform Guidance 2 CFR Part 200 and we will be performing internal control risk assessments as required.

Represent Lubbock County and attend meeting with FEMA, U.S. Treasury, or other agencies as may be necessary on behalf of the County.

We will represent the County and attend any meetings necessary with FEMA, U.S. Treasury, or other agencies on behalf of the County.

Provide the County with grant/funding close-out services to ensure funding is retained.

Our commitment to this Project is all the way through close-out of the program and documentation retention of five years post-award.

Resolve any requests for information, justification, audit findings, and eligibility appeals.

We would gladly support the County in any requests for information, justification, audit findings, and eligibility appeals. Our team strives to provide excellence in the quality of work and are committed to robust and timely communication with the County and the agencies/entities it coordinates services with to ensure compliance.

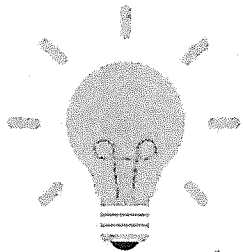
Streamline reporting process to ensure continued compliance and provide post-award grants administration.

As mentioned previously, we are committed to this project through close-out and the required five-year document retention period. We will seek an opportunity to coordinate with the County's Information Technology department to streamline the reporting process.

ARPA MICRO GRANT PROGRAM PROPOSAL

WORK PLAN

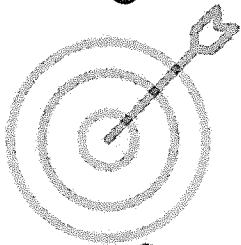
In general, below is a description of our approach to supporting your programs throughout the award period



Discovery & Analysis

Discovery - Local CFO will assist the County in marketing the program to ensure that the public is aware of the opportunity and informed on what types of expenses or lost revenue qualify

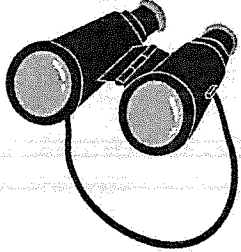
Analysis - Review plans submitted by applicants for eligibility



Desired State and Goal Setting

Identify Impacts - Provide evaluations of the preferred future state and impacts of changing variables

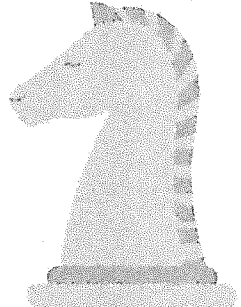
Develop Specific Goals - Develop the application, Provide Marketing guidelines, Monitor the Micro Grant Activities, Provide Compliance Oversight, Streamline Reporting Process and Provide Post Award Grants Administration



Gaps and Opportunities

Gaps - Evaluate and identify current process & procedures compared to goals

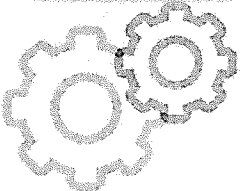
Opportunities - Prioritize each gap identified and develop a plan of action to close the gap



Strategic and Tactical Options Evaluation

Strategic Alternatives - leverage the gaps identified and create options for obtaining goals set by the County.

Propose Tactics - evaluate tactics that will support strategic alternatives while taking into consideration the County's culture, applicant data, and other factors



Implementation and Management

Implementation - onboard the processes agreed upon between Local CFO and the County

Integration - Introduce program and requirements to eligible non-profits ensuring a positive on boarding process

Communication - Develop a communication strategy to educate and engage eligible non-profits so that they perceive value.

ARPA MICRO GRANT PROGRAM PROPOSAL

COSTS

Affordable, Modern Consulting

Local CFO prides itself on expense management when consulting with our clients. There's a reason our clients experienced a 6% overall increase in Revenue in 2021 compared to 2020, but a 403% increase in Net Income. Budgeting and good habits are at the center of our business philosophy.

Given that, we believe that the 3% allocated to this program in administrative fees is excessive. We believe that were this project to be given to an efficient, informed, and technologically savvy accounting firm 2% would better represent the expected costs to manage the compliance monitoring solutions the County seeks. Additionally, given the fact that these funds are being distributed because of a global pandemic that has negatively impacted thousands of individuals in our area, we do not see fit to charge a premium above the expected costs for this project.

Local CFO will propose a fee of 2% which equals \$100,000 (2% of \$5,000,000) total for our costs to provide these services to the County. Additionally, we would ask that this payment be distributed in equal installments monthly with the final payment delayed until the micro-grant program is closed-out.

Local CFO treats everyone's personal privacy with care and respect. We do not disclose a client's (or applicant's) nonpublic personal, financial and health information to third parties, except when required to by law.

Local CFO has always been mindful of our clients' privacy. We maintain physical, electronic, and procedural safeguards that comply with federal and state regulations to guard your nonpublic personal, financial and health information.

ARPA MICRO GRANT PROGRAM PROPOSAL



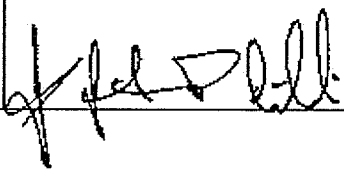
VENDOR ACKNOWLEDGMENT

Lubbock County

RFP 220110

The undersigned hereby certifies that he/she understands the specifications and any addendums, has read the document in its entirety and the prices submitted in this bid/proposal have been carefully reviewed and are submitted as correct and final. If Bid/Proposal is accepted, proposer further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, and upon conditions in the specifications of the Invitation for Bid/Proposal.

The undersigned hereby certifies the foregoing proposal submitted by the company listed below hereinafter called "Bidder" is the duly authorized agent of said company and the person signing said proposal has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract; this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder; and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Company Name	The Local CFO, LLC
Address of Principal Place of Business	6609 Toledo Ave, suite #2
City, State, Zip	Lubbock, TX 79414
Remittance Address	6609 Toledo Ave, suite #2
City, State, Zip	Lubbock, TX 79414
Phone of Principal Place of Business	806-224-1615
Fax of Principal Place of Business	
E-mail Address of Representative	Jonathan@thelocalcfo.com
DUNS Number	103715807
Date	2-17-22
Acknowledgement of Addenda (Please circle EACH acknowledged Addendum(s))	<input checked="" type="checkbox"/> #1 <input checked="" type="checkbox"/> #2 #3 #4 #5
Authorized Representative Name	Jonathan Phillips
Authorized Representative Title	Owner
Authorized Signature	

RFP 220110
PROJECT ADMINISTRATOR FOR
GRANT PROGRAM FOR NON-PROFITS

AUDITOR'S OFFICE

COOPERATIVE PURCHASING

COOPERATIVE PURCHASING: Lubbock County desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the price quoted, for the period of this contract. Each bidder shall indicate in the space provided below if they will honor Political Subdivision orders in addition to orders from Lubbock County. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications and pricing would apply?

YES HP NO _____ (please initial the appropriate response)

Lubbock County currently has an Interlocal Agreement for Cooperative Purchasing in place with the City of Lubbock. Lubbock County reserves the right to enter into additional Interlocal Agreements for Cooperative Purchasing at its sole discretion.

If you (the bidder) initialed YES, the following will apply:

- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with Lubbock County will be eligible, but not obligated, to purchase materials / services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than Lubbock County will be billed directly to that governmental entity and paid by that governmental entity. Lubbock County will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials / services as needed.

NON-COLLUSIVE BIDDING CERTIFICATE

Lubbock County

RFP 220110

By submission of this bid or proposal, the bidder certifies that:

1. This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor;
2. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or bids for this project, to any other bidder, competitor, or potential competitor;
3. No attempt has been made or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; and
4. The person signing this bid or proposal certifies that they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf.

Local CFO, LLC
Vendor Name

[Signature]
Authorized Signature

A. SONATHAN PHILLIPS
Printed Name

MANAGING PARTNER
Title

02/27/22
Date

CERTIFICATION REGARDING LOBBYING
(31 U.S.C.A. § 1352)

**This Certification must be completed, signed, dated and
returned to the Lubbock County Director of Purchasing**

Procurement Number and Description: RFP #220110, Project Administrator Services

Proposer **CERTIFIES**, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the proposer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the proposer shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. Proposer shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Organization/Corporation: Local CFO, LLC

Address: 6609 Toledo Ste 2

City: Lubbock State: TX Zip Code: 79424

Signature of Authorized Signatory for Proposer:  Date Signed: 2-17-22

Title of Authorized Signatory of Proposer: Managing Partner