

**Bid Tabulation Packet
for
Solicitation 1810-267**

**Consultant to Develop 2019-2023 HUD Consolidated
Plan/2019-2020 Annual Action PI**

Bid Designation: Public



Williamson County, Texas

Bid #1810-267 - Consultant to Develop 2019-2023 HUD Consolidated Plan/2019-2020 Annual Action PI

Creation Date Oct 8, 2018

End Date Nov 7, 2018 2:30:00 PM CST

Start Date Oct 16, 2018 10:48:00 AM CDT

Awarded Date Not Yet Awarded

| 1810-267--01-01 Please attach all documents to this line | | | | | |
|--|---------------|------------------------|-------------|--------|------|
| Supplier | Unit Price | Qty/Unit | Total Price | Attch. | Docs |
| Mullin & Lonergan Associates | First Offer - | 1 / each | | Y | Y |
| Product Code: | | Supplier Product Code: | | | |
| Agency Notes: | | Supplier Notes: | | | |

Supplier Totals

| | | | | | |
|--|--|--|--|-------------|--|
| f Mullin & Lonergan Associates | \$0.00 | | | | |
| Bid Contact Holly Dugan hollyd@mandl.net Ph 412-323-1950 | Address 800 Vinial St. Ste. B414 Pittsburgh, PA 15212 | | | | |
| Agency Notes: | Supplier Notes: | | | Head Attch: | |



**

Mullin & Lonergan Associates

Bid Contact **Holly Dugan**
hollyd@mandl.net
Ph 412-323-1950

Address **800 Vinial St. Ste. B414**
Pittsburgh, PA 15212

| Item # | Line Item | Notes | Unit Price | Qty/Unit | Attch. | Docs |
|-----------------|--|---------------------------|---------------|----------|--------|------|
| 1810-267--01-01 | Please attach all documents to this line | Supplier Product Code: | First Offer - | 1 / each | Y | Y |
| Supplier Total | | | | | \$0.00 | |

Mullin & Lonergan Associates**Item: Please attach all documents to this line****Attachments****Mullin Lonergan Proposal.pdf**

Williamson County, TX
**Proposal to Prepare the
2019-2023 Consolidated
Plan & 2019 Annual Action
Plan**

Solicitation 1810-267

November 7, 2018

MULLIN &
LONERGAN
ASSOCIATES
INCORPORATED

50th
ANNIVERSARY
1965 - 2015

800 Vinial Street, Suite B414
Pittsburgh, PA 15212

www.mandl.net



A. Transmittal Letter

November 7, 2018

Williamson County Purchasing Dept.

Attention: **2019-2023 CONSOLIDATED PLAN/2019 ANNUAL ACTION PLAN/#1810-267**

Sent via www.BidSync.com

Mullin & Lonergan Associates is pleased to submit its proposal to prepare the 2019-2023 Consolidated Plan (CP) and the 2019 Annual Action Plan (AAP) for Williamson County.

Name of Business Entity Submitting Proposal: Northeast and Bucks Company T/A
Mullin & Lonergan Associates, Inc.
800 Vinial Street, Suite B414
Pittsburgh, PA 15212
(412)323-1950
www.mandl.net

Type of Business: Sub S Corporation

Place of Incorporation: Pennsylvania

Corporate Office: 2 Kacey Court, Suite 201
Mechanicsburg, PA 17055
(717)731-1161


Principal Contact: Marjorie Willow, AICP
800 Vinial Street, Suite B414
Pittsburgh, PA 15212
marjorie@mandl.net
O (412)323-1950
F (412)323-1969

FEIN: 23-2095300

Mullin & Lonergan Associates commits to complying with all contractual requirements to provide the requested services to Williamson County.

Our proposal is valid for 365 days.

Our proposal will not adversely impact air quality in Williamson County.



M&L has not had any contracts terminated or cancelled by clients for negative reasons (poor performance, last of response to clients, etc.) within the past five years.

As a Principal Shareholder of Mullin & Lonergan Associates, I am authorized to sign and represent my firm in submitting and negotiating this contract.

Should you require additional information, please advise.

Sincerely,



Marjorie Willow, AICP
Principal



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C. Executive Summary

No goods or services beyond those requested are included in this proposal.

Mullin & Lonergan believes it is the most qualified proposer to provide the requested services based on the following:

M&L has prepared more than 100 Consolidated Plans for nearly 80 entitlements representing 17 separate HUD offices. Our in-depth experience enables M&L to devise practical housing and community development strategies. Our deep familiarity with the CDBG and HOME Programs enables us to devise recommendations for investment strategies that are tailored to the unique characteristics of a grantee community.

M&L provides CDBG and HOME technical consulting services on a regular basis to about 30 core HUD entitlement communities. Typically, we function as an extension of the grantee's staff. Our clients call upon us frequently to provide advice and background information relative to regulatory issues, both CDBG and HOME, as well as other federal requirements such as procurement and contracting, acquisition, relocation, environmental compliance, labor compliance, and equal opportunity.


M&L will assist Williamson County with preparing the 2019-2023 Consolidated Plan and the 2019 Annual Action Plan for submission to HUD on or before August 15, 2019. The CP will be prepared in a manner that incorporates HUD's eCon Planning Suite in IDIS. In preparing this document, we will be guided by Part 91, Subpart D regulatory requirements; the May 2018 *Desk Guide for Using IDIS to Prepare the Consolidated Plan, Annual Action Plan, and CAPER/PER* reflecting the release of IDIS version 11.15; our general background and experience in preparing Consolidated Plans; and, the County's CP planning procedures that have worked well in the past.

Our proposed Work Plan also includes providing technical assistance to the County to review and revise its local CDBG Program application process. Based on our experience with other clients, we can advise on ways to streamline the process, update the application forms, and utilize technology in the application and scoring process.

Our Community Engagement Process is proposed for maximizing community outreach across Williamson County and its municipalities. Our process reflects a series of tasks that has worked well with other grantees and offers a variety of opportunities for resident participation throughout the Plan process including six Stakeholder Workshops, four Public Meetings, a web-based survey, a FAQ Sheet, and the creation of flyers and public notices (in English and Spanish) to encourage public participation in this planning process.

M&L's client references include the City of Corpus Christi and two urban counties:

- Corpus Christi, TX: Rudy Betancourt, MPA, CPM, Director of Housing & Community Development (361-826-3021)

- 
- Lake County, FL: Allison Thall, Health & Human Service Manager (352-742-6502)
 - Passaic County, NJ: Deborah Hoffman, Director of the Division of Economic Development (973-569-4720)

M&L is confident its proposal and competitive price meet the qualities that Williamson County is seeking in a professional housing and community development consultant to undertake this assignment.



D. Response to Criteria

Experience & Qualification of M&L

Mullin & Lonergan Associates is a housing and community development consulting firm with offices in Pittsburgh and Mechanicsburg, PA. Formed in 1965, Mullin & Lonergan was consolidated into Northeast & Bucks Company in 1979. Although the legal name of our firm is Northeast & Bucks Company, we use the trade name of Mullin & Lonergan Associates because of the goodwill and recognition that we have built with our clients and within our industry for more than 50 years. To our clients, the firm is known simply as "M&L." We are a Sub S Corporation incorporated within the Commonwealth of Pennsylvania.

Our clients include units of government (boroughs, townships, cities, counties, states), HUD CDBG entitlements, HOME Participating Jurisdictions, Continuums of Care, public housing authorities, nonprofit organizations, planning agencies, state housing finance agencies, and economic development organizations. We are members of the National Association of Housing and Redevelopment Officials (NAHRO), the Pennsylvania Association of Housing and Redevelopment Authorities (PAHRA), and the National Association for County Community and Economic Development (NACCED). M&L meets the definition of a small business with a workforce comprised of 20 employees. These include housing specialists, community planners (several of whom are AICP certified), economic development planners, local government specialists, and finance specialists.

Consolidated Plans & Annual Action Plans

M&L has prepared more than 100 Consolidated Plans for nearly 80 entitlements representing 17 separate HUD offices. Our in-depth experience with consolidated planning enables M&L to devise practical housing and community development strategies. Our deep familiarity with the CDBG and HOME Programs enables us to develop recommendations for investment strategies that are tailored to the unique characteristics of a grantee community. Since 2012 M&L has assisted its clients in creating Consolidated Plans, Annual Plans and CAPERs in HUD's eCon Planning Suite. Our staff is thoroughly familiar with the process and system requirements. In many cases, our staff has submitted the documents to HUD on behalf of the grantees.

A full list of our completed Consolidated Plans is included on the following page.

M&L Consolidated Planning Clients by HUD Office & Population

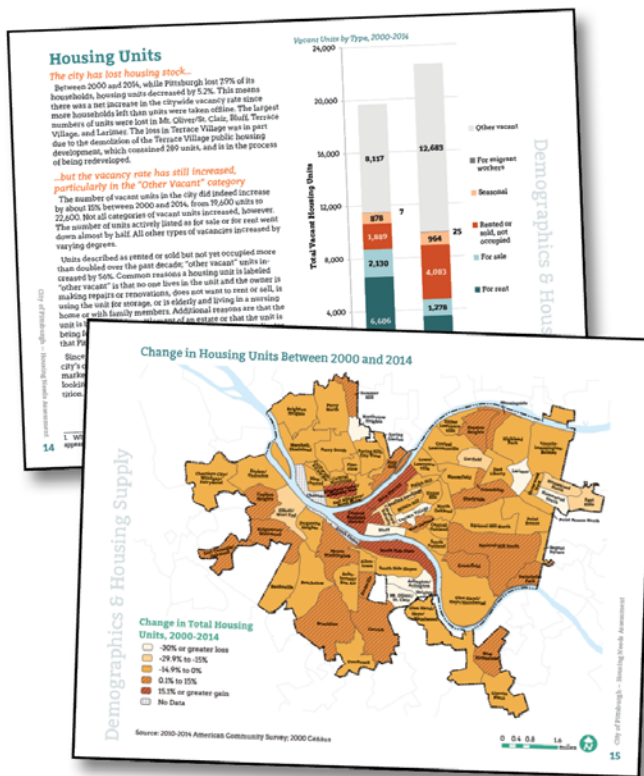
| NEW YORK | | SAN ANTONIO | | PITTSBURGH | |
|------------------------------|-----------|-----------------------------------|---------|---------------------------|---------|
| New Rochelle, NY | 77,062 | Bexar County, TX | 430,000 | Allegheny County, PA | 897,394 |
| Yonkers, NY | 195,979 | Round Rock, TX | 112,840 | Beaver County, PA* | 181,412 |
| OMAHA | | Williamson County, TX | 422,679 | Erie, PA* | 103,717 |
| State of Iowa | 3,090,416 | ATLANTA | | Johnstown, PA* | 23,906 |
| Iowa City, IA | 62,220 | Columbus/Muskogee County, GA | 189,885 | McKeesport, PA | 19,728 |
| Sioux City, IA | 82,831 | Henry County, GA | 217,739 | Millcreek Township, PA* | 52,121 |
| Waterloo/Cedar Falls, IA* | 107,742 | BALTIMORE | | Pittsburgh, PA | 306,878 |
| PHILADELPHIA | | Annapolis, MD | 35,838 | Washington County, PA* | 202,897 |
| Abington Township, PA | 55,310 | Bowie, MD | 58,227 | Westmoreland County, PA* | 369,993 |
| Allentown, PA | 120,443 | Hagerstown, MD* | 39,766 | RALEIGH | |
| Bensalem Township, PA* | 60,427 | BUFFALO | | Burlington, NC | 52,709 |
| Berks County, PA | 373,638 | Amherst/Cheektowaga/Tonawanda, NY | 284,159 | Cumberland County, NC | 119,973 |
| Bucks County, PA | 621,643 | Buffalo, NY | 261,310 | Fayetteville, NC | 195,234 |
| Carlisle, PA | 19,162 | Erie County, NY | 380,068 | High Point, NC | 104,596 |
| Chester, PA | 33,988 | Hamburg, NY | 56,936 | RICHMOND | |
| Cumberland County, PA | 241,242 | Rochester, NY | 210,624 | Hampton, VA | 137,448 |
| Dauphin County, PA | 251,798 | CHICAGO | | Harrisonburg, VA* | 48,914 |
| New Castle County, DE | 556,779 | McHenry County, IL | 308,760 | Lynchburg, VA | 75,568 |
| Norristown, PA | 34,370 | Oak Park, IL | 52,524 | Waynesboro, VA | 21,064 |
| Reading, PA | 87,575 | COLUMBUS | | NEWARK | |
| Williamsport, PA* | 30,706 | Dayton/Kettering, OH | 197,723 | Atlantic City, NJ* | 39,416 |
| Wilmington, DE | 71,442 | Springfield, OH | 60,573 | Atlantic County, NJ* | 213,136 |
| York, PA* | 40,220 | Youngstown, OH | 66,909 | Bloomfield, NJ | 47,683 |
| Delaware County, PA | 552,126 | DENVER | | Camden County, NJ | 443,139 |
| Easton, PA | 26,263 | Colorado Springs, CO | 416,427 | Jersey City, NJ | 240,055 |
| Hazleton, PA* | 23,329 | Rapid City, SD | 68,667 | Morris County, NJ | 446,212 |
| Lehigh County, PA | 312,090 | FORT WORTH | | Ocean City, NJ* | 15,378 |
| Lower Merion Township, PA | 59,850 | Waco, TX | 125,420 | Parsippany-Troy Hills, NJ | 53,515 |
| Montgomery County, PA* | 750,097 | JACKSONVILLE | | Passaic County, NJ* | 505,672 |
| KANSAS CITY | | Brevard County, FL | 578,088 | Paterson, NJ | 146,484 |
| State of Kansas | 2,907,000 | | | Wayne Township, NJ | 55,049 |
| Wyandotte Co/Kansas City, KS | 163,369 | | | | |

* Denotes more than one Consolidated Plan prepared for the client

Housing Studies

M&L has prepared affordable housing analyses, housing needs assessments, workforce housing studies, and housing market analyses in a variety of settings.

These work products demonstrate our capabilities relative to data collection and statistical analysis. Some of these assessments were designed to assist the client in complying with HUD Five-Year Consolidated Plan and fair housing planning requirements. Others were designed to assist state housing finance agencies in establishing housing policy. Each of these assignments involved a data-driven analysis of housing need and affordability at various household income levels. Highlights of our more recent housing studies are included on the following pages.



Pittsburgh, PA

HOUSING NEEDS ASSESSMENT, 2016

The City of Pittsburgh created the Affordable Housing Task Force in 2015 to **assess the current and future landscape of housing affordability** in the city, evaluate current programs and initiatives to produce new affordable units and preserve existing ones, and make recommendations to the Mayor and City Council. M&L worked with the Task Force's Needs Assessment subcommittee to study and analyze the **data, trends, and characteristics associated with the local housing market**. This involved describing supply and demand, identifying housing gaps, and **modeling residents' vulnerability to displacement** at the neighborhood level. The Task Force used the final report to support and inform the policy recommendations present to Council and the Mayor.

mandl.net/projects/pittsburgh-hna

State of Washington HOUSING NEEDS ASSESSMENT, 2015

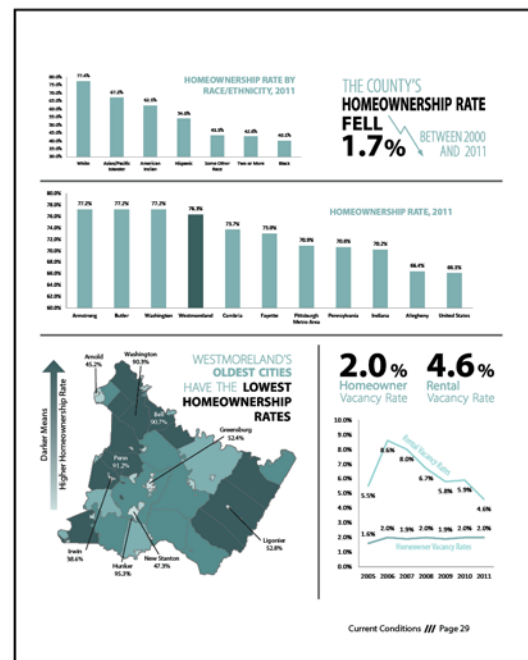
Prepared for the Affordable Housing Advisory Board, the Department of Commerce, and the Housing Finance Commission, this study was an **innovative and exhaustive accounting of housing affordability** in Washington State. To maximize the usability of the report for legislators and affordable housing practitioners, M&L focused only on select, key indicators of the statewide housing market. In order to answer all of the posed research questions, M&L completed every point of analysis for different income tiers, for both renters and homeowners, and at unique geographies requested by the diverse client team. This meant **adapting and expanding proven techniques**, such as the affordable housing gap analysis popularized by the National Low Income Housing Coalition and Urban Institute. In addition, M&L compiled the most complete and detailed inventory of subsidized housing the state had ever undertaken. The result was a **highly data-driven report** that included a **unique data profile** for all 39 counties as well as 17 urban regions in the state.



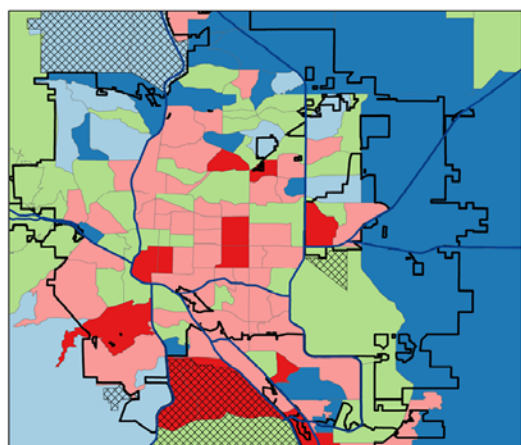
mandl.net/projects/washington-hna

Westmoreland County, PA HOUSING PLAN, 2014

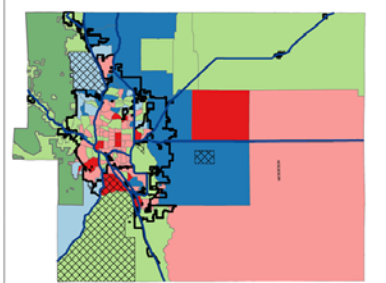
This Housing Plan provides a narrative of major findings regarding Westmoreland County's housing market, addresses future goals, **sets housing policy**, and provides a **strategic plan to address housing needs**. Recommendations include steps that will improve the living environment for residents, preserve the existing housing stock, assist community groups to enhance neighborhoods, target investments and incentives to identified needs, and establish a framework for focusing investments. Beyond that, the Plan contains **recommendations specific to the diverse communities** in Westmoreland County using a "typology" system; for instance, actions that would be appropriate in strong vs. weak housing markets, in urban vs. rural areas. This **specialized array of tools** will ensure that the county's policies consider the wide range of issues affecting its diverse communities while still advancing overall housing goals.



mandl.net/projects/westmoreland-housing-plan



Legend
Cost Burdened Renters
 0% - 25.9%
 25.9% - 39.2%
 39.2% - 50.4%
 50.4% - 62.0%
 62.0% - 82.7%
 City Boundary
 Military Base Boundary
 National Forest Boundary



Colorado Springs/ El Paso County, CO

AFFORDABLE HOUSING NEEDS ASSESSMENT, 2014

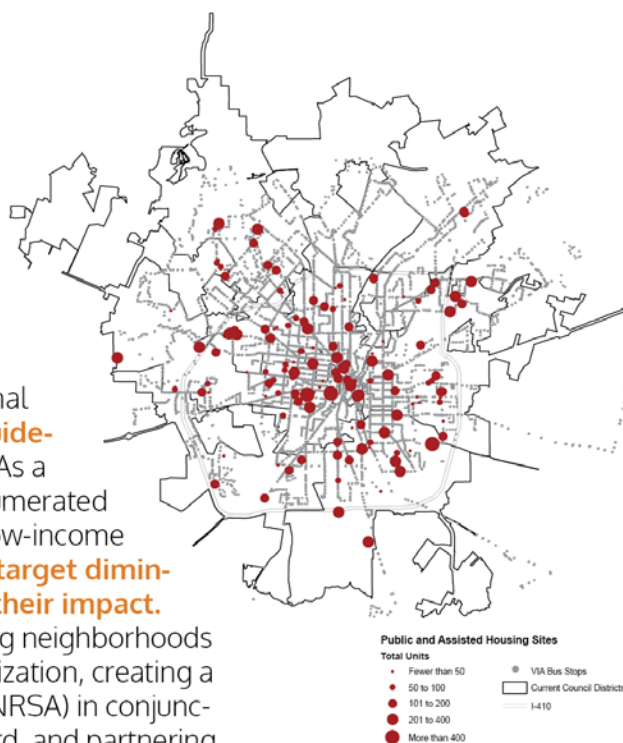
Given steadily increasing demand for affordable housing and shrinking local budgets, the City of Colorado Springs and El Paso County needed to **maximize the impact of their community development dollars**. This required broad knowledge about the current local housing market and how it might change in the future. M&L completed an assessment of local demographic, housing, and economic conditions, a description of unmet housing needs, and an **action plan based on major findings**. Among other things, our research revealed that elderly and Millennial households will drive future housing demand, and that affordable housing is already in short supply and will only get scarcer. The city and county will use this information to **target their housing activities** in certain neighborhoods to achieve the largest impact.

mandl.net/projects/colorado-springs-hna

San Antonio, TX

HOUSING NEEDS ASSESSMENT & STRATEGIC HOUSING PLAN, 2013

San Antonio, the fastest-growing large city in the US between 2000 and 2010, commissioned a needs assessment to **re-view housing policies and programs** to determine effectiveness on current market conditions, **analyze the existing inventory** of sales and rental housing, and **project net housing demand** for the next five years. A final strategic plan component offered **specific guidelines to adjust the city's housing policies**. As a sub-consultant on the project team, M&L enumerated the current and projected housing need for low-income households and crafted specific initiatives to **target diminishing resources in ways that maximized their impact**. These recommendations included designating neighborhoods for intensive community development revitalization, creating a Neighborhood Revitalization Strategy Area (NRSA) in conjunction with a recent Choice Neighborhood award, and partnering with the public housing authority to implement an acquisition/rehabilitation initiative for vacant multi-family rental properties.



Public and Assisted Housing Sites
 Total Units
 • Fewer than 50
 • 50 to 100
 • 101 to 200
 • 201 to 400
 • More than 400
 * VTA Bus Stops
 Current Council Districts

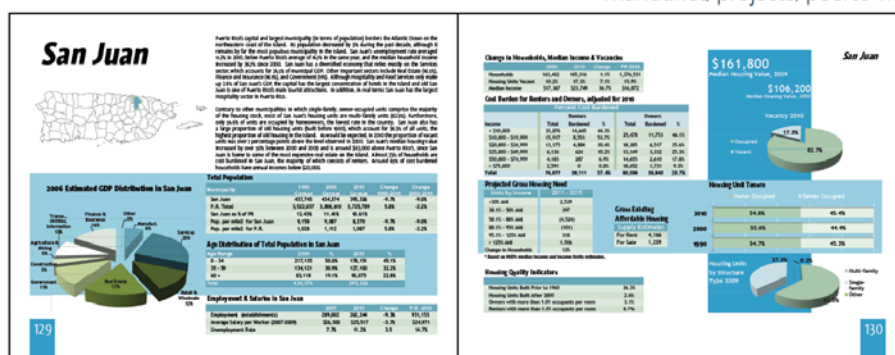
mandl.net/projects/san-antonio-hna

Commonwealth of Puerto Rico

STATE HOUSING PLAN, 2011

Puerto Rico's stagnant economy, high unemployment, and high poverty have caused significant out-migration of its working-age families to mainland US. As a result, the **average age of the Commonwealth's population is rapidly increasing**. This demographic transition directly impacts the housing market, requiring specific approaches not only for providing appropriate shelter but also for providing the complementary services. This Plan emphasized **budget reallocation and better use of existing funds** to support affordable housing programs. Key recommendations included the creation of a Housing Policy and Implementation Committee to bring together key stakeholders, the creation of Regional Housing Councils, preparation of an Omnibus Housing Bill, and the modification of construction design standards to ones appropriate for the island climate and location.

mandl.net/projects/puerto-rico-housing-plan




CDBG & HOME Technical Assistance

Mullin & Lonergan provides CDBG and HOME technical consulting services on a regular basis to about 30 core HUD entitlement communities. Typically, we

function as an extension of the grantee's staff. Our clients call upon us frequently to provide advice and background information relative to regulatory issues, both CDBG and HOME, as well as other federal requirements such as procurement and contracting, acquisition, relocation, environmental compliance, labor compliance, and equal opportunity.

M&L's clients rely on our staff's experience in CDBG and HOME issues. Whatever the project or question, chances are good that members of our firm have been involved in similar projects with other clients. We have worked extensively with CDBG since the program's inception in 1974 and with the HOME Program since its beginning in 1991. We help our clients to resolve eligibility and statutory objective issues in the early stages of a project, which helps to eliminate problems or make problems more manageable when and if they occur. We often provide alternative strategies toward a specific client objective, then assist the client in selecting a preferred course of action.

Certain CDBG and HOME responsibilities are highly complex and may require third-party support. For example, utilizing CDBG funds in support of economic development activities can be quite challenging. We assist our clients in evaluating the potential




problems and rewards of these higher risk activities. We also assist in structuring relationships with sub-recipients. We prepare subsidy layering analyses and written agreements in support of HOME activities. If grantee activities result in monitoring or audit findings, we assist our clients with resolving these issues.

Recently, our technical services have included developing Policy & Procedure Manuals for clients to assist in the administration of their CDBG and HOME Programs. We also have developed similar manuals for the environmental review process to assist clients in this aspect of their entitlement grant administration.

M&L has assisted clients with the design and implementation of their local processes for both CDBG and HOME Programs. This has included preparing local applications and development of related forms to assist in review, selection and award process. Examples of our work includes:

- *City of Trenton NJ* - The city hired M&L to address various HUD CDBG and HOME timeliness and expenditure issues. Our work included identifying higher-cost eligible projects that could be funded and implemented immediately. We worked with CDBG/HOME staff and other city departments to prepare a local RFP for contractors to solicit bids on a number of streets projects and the rehabilitation of local senior centers to be funded with CDBG funds. We worked with the Public Works Department to identify qualified streets and determine the number that could reasonably be expected to be paved by in-house employees and those that would have to be completed by outside contractors. M&L reviewed the bid specs for regulatory compliance and assisted the City in reviewing the proposals. We also assisted with the selection of contractors based on bids received.
- *City of Jersey City, NJ* - M&L worked with the city to allocate HOME funds and local Affordable Housing Trust funds. M&L provided various sample forms that were used as part of the city's overall RFP to local developers for affordable housing projects. M&L reviewed all applications received for regulatory compliance with HOME and the local Affordable Housing Trust funds. M&L provided technical assistance as part of the funding recommendations, which the city used for awarding funds to the highest-scoring projects based on the RFP criteria.
- *Beaver County, PA* - M&L developed a set of local HOME program forms that the county uses to request developers to complete as part of their local HOME RFP process. The forms assist in obtaining the required information on affordable housing projects in order to make funding determinations, determine HOME eligibility and prepare a HOME subsidy layering analysis. This has streamlined the county's HOME program and made it more efficient from a management standpoint.
- *City of Palm Bay, FL* - M&L assisted the city with the preparation of a CDBG and HOME Policy and Procedures manual. As part of the preparation of this document, M&L worked with city staff to identify the local procedure for awarding CDBG funds to sub-recipients. This included developing new local



forms needed to document CBDG compliance with bidding and awarding of funds.

Many clients rely on M&L's understanding of other funding programs to leverage CDBG and HOME funds. We use our knowledge of state and federal housing and economic development programs to provide value to our clients every day. Our complete CDBG/HOME client list is included in **Appendix A** of our proposal.

Experience in Texas

M&L has been working in Texas for several years. Our client list includes the following:

- In 2008, M&L completed the **Georgetown** Housing Study, which analyzed the demand for affordable housing in the city.
- The **City of Waco** utilized our services to prepare its 2009-2013 Consolidated Plan and 2009 Annual Action Plan.
- **Williamson County** contracted with M&L to prepare its 2009-2013 Consolidated Plan and 2009 Annual Action Plan. In 2012, we prepared the county's first Analysis of Impediments to Fair Housing Choice.
- **Travis County** contracted with our firm to prepare its Analysis of Impediments to Fair Housing Choice in 2014, its first as a new HUD Urban County entitlement.
- In 2013 M&L was a sub-consultant to Cloudburst Consulting Group and authored the **San Antonio** Housing Needs Assessment under HUD's former OneCPD Technical Assistance Program.
- The **City of Round Rock** engaged our services to prepare its 2014-2018 Consolidated Plan and 2014 Annual Action Plan.
- In 2016 **Bexar County** contracted with our firm to prepare its 2016-2020 Consolidated Plan, which included a detailed survey of the housing needs of Ryan White clients.
- In 2018 we prepared the 2018-2022 Consolidated Plan for the **City of Corpus Christi**.
- And, we've recently initiated the 2019-2023 Consolidated Plan, the 2019 Annual Action Plan and the Analysis of Impediments to Fair Housing Choice for the **City of Waco**.



Key Personnel

The key personnel assigned to this project are listed below. All are permanent, full-time employees of M&L. Resumes are included on the following pages.

Marjorie Willow will serve as the Principal-in-Charge of this assignment. She has managed most of the firm's clients in Texas as well as most of the firm's AI/AFH and Consolidated Plan clients.

| | | |
|-------------------------|--|--|
| Marjorie Willow, AICP | Principal-in-Charge | Fair housing planning expert; oversight of community engagement, meeting presentations, final document quality and compliance |
| Bill Wasielewski, AICP | Principal / Secretary | Co-Principal-in-Charge; CDBG Program expert; assist with CDBG technical assistance for evaluation and modification of local CDBG application process |
| Maggie Clark | Housing & Community Development Specialist | Research and analysis, community engagement initiatives, drafting document |
| Whitney Finnstrom, AICP | Housing & Community Development Specialist | Research and analysis, mapping, drafting document |
| Sean Rohrer | Housing & Community Development Specialist | Research and analysis, drafting document |
| Christine DeRunk | Housing & Community Development Specialist | Research and analysis, community engagement initiatives, drafting document |



Marjorie Willow, AICP

Marjorie Willow is a Principal of M&L. She began her career as an intern with M&L while completing her Master's in Urban and Regional Planning from the University of Pittsburgh. Upon graduation, she assumed a full-time position in the firm's Philadelphia office where she prepared comprehensive plans, zoning ordinances, and worked extensively with HUD entitlement communities in the eastern U.S.

From 1997 through 2001, Ms. Willow served as the county planning director in Putnam County, WV. During her tenure, she oversaw the expansion of water service to rural areas in one of the fastest-growing counties in the state. Ms. Willow returned to Mullin & Lonergan Associates in August 2004 where she currently is a partner in the firm's Pittsburgh office. She is highly active in housing policy analysis, housing needs assessments and fair housing analyses. She serves as principal-in-charge and project manager for the housing studies undertaken by M&L. She has served as the Principal-in-Charge or Project Manager for many of the Consolidated Plan contracts.

Education

Master of Urban & Regional Planning

University of Pittsburgh; 1991

Bachelor of Arts, Political Science

University of New Orleans; 1989

Professional Experience

Mullin & Lonergan Associates, Inc.

Principal

Pittsburgh, PA; 2004 – present

Benatec Associates

Senior Planner; 2001 – 2004

**Putnam County, WV
Office of Planning and Infrastructure**

Director; 1997 – 2001

**City of Huntington, WV
Dept. of Development & Planning**

Community Planner; 1995 – 1997

Mullin & Lonergan Associates, Inc.

Urban Planner

Pittsburgh, PA; 1991-1994

Affiliations

American Institute of Certified Planners

American Planning Association

Pennsylvania Planning Association

National Association of County Community & Economic Development



William P. Wasielewski, AICP

Bill Wasielewski has more than 20 years of experience in the field of housing and community development consulting. Mr. Wasielewski began his career with Mullin & Lonergan Associates in 1993 and has assisted many of the firm's client communities and nonprofit organizations. Between 1999 and 2003, Mr. Wasielewski worked as a project manager for a national nonprofit housing developer directing five HUD technical assistance grants (CDBG, CHDO, HOME and SHP) in the Pittsburgh HUD office totaling over \$800,000. In addition, he was a project manager on the \$17 million Wheeling, WV HOPE VI development. Mr. Wasielewski returned to Mullin & Lonergan Associates, Inc. in 2003 as a project manager and became a Principal of the firm in 2007.

Mr. Wasielewski is responsible for overseeing all of the firm's HUD entitlement work. He is an expert in all aspects of housing, community planning, and development. He provides consulting services to the firm's clients through day-to-day technical assistance on CDBG and HOME regulatory issues, HOME subsidy layering analysis, Consolidated and Annual Action Plans, Consolidated Annual Performance and Evaluation Reports (CAPER), Neighborhood Revitalization Strategy Area (NRSA) development, HOME Consortium renewals, HOME sub-recipient agreement preparation, and HUD's Neighborhood Stabilization Program (NSP) design and implementation.

Education

Master of Urban & Regional Planning

University of Pittsburgh; 1993

Bachelor of Arts, Political Science

Gannon University; 1990

Professional Experience

Mullin & Lonergan Associates, Inc.

Principal

Pittsburgh, PA; 2003 - present

The Community Builders, Inc.

Project Manager

Pittsburgh, PA; 1999 - 2003

Mullin & Lonergan Associates, Inc.

Urban Planner

Pittsburgh, PA; 1993 - 1999

Affiliations

American Institute of Certified Planners

American Planning Association

Pennsylvania Planning Association



Whitney Finnstrom, AICP

Whitney Finnstrom has been employed by M&L since 2004 as a staff planner specializing in developing HUD Consolidated Plans, housing needs assessments, and special economic studies for clients across the country. He has worked with a wide range of clients on developing Consolidated Plans using the new eCon Plan tool, from municipalities to state agencies. In addition, he has worked on Comprehensive Plans in communities that are working to better understand the link between housing, transportation, economic development, and recreation. Additionally, he has provided technical assistance related to all aspects of community development program administration, including HUD compliance and reporting, to clients on an ongoing basis.

Mr. Finnstrom's Consolidated Plan experience includes Iowa City, IA, Waterloo/Cedar Falls, IA, Bensalem Township, PA, Cumberland County, PA, Williamsport, PA, York, PA, Hazleton, PA, Montgomery County, PA, Bexar County, PA, Round Rock, TX, Erie County, NY, McHenry County, IL, Brevard County, FL, Allegheny County, PA, Pittsburgh, PA, Johnstown, PA, Erie, PA, Millcreek Township, PA, Waynesboro, VA, and Morris County/Parsippany/Troy Hills, NJ.

| | | |
|--------------------------------|---|---|
| Education | Master of Urban & Regional Planning University of Pittsburgh; 1995 | Bachelor of Arts, Economics Indiana University; 1985 |
| | | |
| Professional Experience | Mullin & Loneragan Associates, Inc. Urban Planner Pittsburgh, PA; 2004 – present | Environmental Planning and Design Associate Pittsburgh, PA; 2002 – 2004 |
| | East Liberty Development, Inc. Director of Research and Planning Pittsburgh, PA; 1997 – 2002 | Pittsburgh Partnership for Neighborhood Development Community Economic Development Coordinator Pittsburgh, PA; 1995 – 1997 |
| Affiliations | American Institute of Certified Planners American Planning Association | Peace Corps (Nepal) |
| | | |



Maggie Clark

Maggie Clark is new to Mullin & Lonergan Associates having recently graduated from Pratt Institute in Brooklyn, NY with a Master of Science in City & Regional Planning. Her areas of focus during post-graduate studies included local economic development, land use and participatory processes. She served as editor of *MultipliCity* and was a teaching assistant for Thesis and Methods courses. She was previously employed as a Community Economic Development Consultant with Urbane Development where she executed market studies for feasibility analyses of retail anchors in underserved areas. This involved conducting primary qualitative research with economic development stakeholders and analyzing quantitative socioeconomic and housing data from neighborhood to the MSA scale.

Maggie's tenure with Fund for the City of New York was also noteworthy with its opportunity for conducting research and crafting policy recommendations to the Street Vendor Task Force as part of the Second Avenue Business Turnover study.

Maggie has prepared the Consolidated Plan for Millcreek Township, PA and Passaic County, NJ. She is currently working on the Manassas, VA Housing Plan and completing the Louisville, KY Housing Needs Assessment.

| | | |
|------------------|---|---|
| Education | <i>Master of Science in City & Regional Planning</i> Pratt Institute; 2017 | <i>Bachelor of Arts in International Affairs</i> Northeastern University; 2015 |
| | <i>Mullin & Lonergan Associates, Inc.</i> Housing & Community Development Specialist Pittsburgh, PA; Jan. 2018 – present | <i>Urbane Development</i> Community Economic Development Associate New York, NY; June 2016 – Dec. 2017 |
| | <i>Fund for the City of New York</i> Community Planning Fellow New York, NY; Sept. 2016 - April 2017 | <i>St. Nick's Alliance</i> Property & Asset Management Intern Brooklyn, NY; May 2016 - Sept. 2016 |
| | <i>Social Enterprise Fieldwork</i> Micro-Entrepreneurship Consultant Cape Town, South Africa; July 2015 | <i>Commonwealth</i> Innovation Program Assistant Boston, MA; Jan. - July 2015 |



Sean Rohrer

Sean Rohrer is interested in the use of economic principles and data analysis to strengthen organizations through informed decision making. He believes that communication is just as important as the analysis in order to craft the story that data tells. It is through the use of data, data analysis technologies, and excellent communication that he hopes to find and deliver solutions to development problems.

Before joining M&L Sean worked on a project consulting with the Economic Development Growth Engine (EDGE) of Memphis and Shelby analyzing African American owned businesses, and how to increase their competitiveness. He took up the role of primary data analyst conducting research, analysis, and data visualizations for EDGE. He has a Master of Science in Public Policy and Management from Carnegie Mellon University and a Bachelor of Arts in Political Science from the University of Pittsburgh. He also served five years in the U.S. Army as a Medic.

Currently, he is working on the Housing Needs Assessment for Louisville, KY, and Analyses of Impediments to Fair Housing Choice documents for Canton, OH, Prince George's County, MD and Waco, TX.

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|------------------|---|---|
| Education | Master of Science in Public Policy & Management Carnegie Mellon University (CMU) | Bachelor of Arts, Political Science University of Pittsburgh |
| | Mullin & Lonergan Associates, Inc. Housing and Community Development Specialist Pittsburgh, PA 2018 - present | Bank of New York Mellon Data Management and Quantitative Analyst Pittsburgh, PA 2017-2018 |
| | Economic Development Growth Engine Data Analyst Memphis, TN 2017 | City of Pittsburgh Junior Policy Analyst (Intern) Pittsburgh, PA 2016 |
| | United States Army Medic 2006-2011 | |



Christine DeRunk

Christine DeRunk is passionate about data-driven decision-making to solve complex societal problems. She has experience with mathematical modeling, techniques for multi-criteria decision-making, statistical analysis and data visualization. These skills pair well with the communication and presentation skills honed by leading a classroom; Ms. DeRunk was a physics teacher, grant writer and project manager for over a decade before making a career change into economic development. At Mullin & Lonergan Associates she is working on an Analysis of Impediments to Fair Housing Choice for Passaic County, NJ and a housing study for the City of Louisville, KY.

Prior to joining M&L Christine studied at the H. John Heinz III College of Information Systems and Public Policy at Carnegie Mellon University where she was the engagement lead on a project for the Economic Development Growth Engine (EDGE) of Memphis and Shelby County, TN. On this project, she took the lead in building mathematical models, conducting the literature review, and interviewing stakeholders.

Her current projects include Analyses of Impediments to Fair Housing Choice for Brunswick, GA, Westmoreland County, PA and Passaic County, NJ.

Education

Master of Science in Public Policy and Management
Carnegie Mellon University
2017

Master of Arts, Peace Education
Antioch University McGregor
2008

Bachelor of Arts, Physics
University of Massachusetts - Amherst, 2000

Professional Experience

Mullin & Lonergan Associates, Inc.
Housing and Community Development Specialist
Pittsburgh, PA
2018 - present

Business Forward
Solutions Analyst
Pittsburgh, PA
2017 - 2018

Economic Development Growth Engine
Data Analyst
Memphis, TN
2017

Township of Upper St. Clair
Administrative Intern
Upper St. Clair, PA
2016



E. Implementation Strategy

Work Plan

Based on the specifications published in the RFP and our experiences with comparable assignments, M&L offers the following Work Plan for your consideration.

M&L will assist Williamson County with preparing the 2019-2023 Consolidated Plan and the 2019 Annual Action Plan for submission to HUD on or before August 15, 2019. The CP will be prepared in a manner that incorporates HUD's eCon Planning Suite in IDIS. In preparing this document, we will be guided by Part 91, Subpart D regulatory requirements; the May 2018 *Desk Guide for Using IDIS to Prepare the Consolidated Plan, Annual Action Plan, and CAPER/PER* reflecting the release of IDIS version 11.15; our general background and experience in preparing Consolidated Plans; and, the County's CP planning procedures that have worked well in the past.

Our proposed Work Plan also includes providing technical assistance to the County to review and revise its local CDBG Program application process. Based on our experience with other clients, we can advise on ways to streamline the process, update the application forms, and utilize technology in the application and scoring process.

We are prepared to adjust the Work Plan based on input from the County.

Task 1. Project Mobilization

Initial Project Planning with CDBG Coordinator

Upon receipt of a signed contract, we will:

- Schedule the Kick-Off Conference Call
- Provide a Stakeholder Chart that includes a list of stakeholder categories with whom workshops will be conducted
- Provide a more detailed Project Schedule to meet the objective of completing the Consolidated Plan and Annual Plan for submission to HUD on or before August 15, 2019

Obtaining IDIS Access

This task will involve the completion and submission of the IDIS Online Access Request Form to the County. This form is required by HUD HQ for our team to have limited access to the County's IDIS system for the exclusive purpose of preparing the Consolidated Plan and Annual Plan in the eCon Planning Suite template.

Review of the County's Citizen Participation Plan

One of the first tasks will be a review of the County's Citizen Participation Plan. As required by HUD, this plan must be reviewed with each Consolidated Plan cycle, amended if necessary, then placed on public display with the Plan and submitted to HUD for approval.

Identification of Stakeholders

At the outset of the planning process, M&L will work with the CDBG Coordinator to refine the list of stakeholders whose input would be sought during the preparation of the Consolidated Plan. Key stakeholders consisting of public and private entities whose input can assist in generating a comprehensive fair housing profile for Delaware and the participating jurisdictions will be identified.

Based on HUD requirements and our experience, the following stakeholder categories should be considered:

- Public Housing Authorities
- County/City department directors from Planning, Engineering, Public Works, Parks & Recreation, Emergency Management, etc.
- Affordable housing providers, including CHDOs
- Health and child welfare agencies concerning lead-based paint hazards
- Public and private agencies that address housing, health, social services, victim services, employment, and education needs of low-income, homeless, and special needs populations
- Neighborhood and community-based organizations
- Business and civic leaders
- Local government agencies involved in metropolitan-wide planning responsibilities that extend beyond a single jurisdiction (e.g., transportation, employment, etc.)
- Workforce development entities
- Other entities identified by staff as appropriate for interviewing

Finally, beginning with Consolidated Plans submitted on or after January 1, 2018, HUD requires that stakeholder consultations also include broadband internet service providers, organizations engaged in narrowing the digital divide, agencies whose primary responsibilities include the management of flood prone areas, public land or water resources, and emergency management agencies.

Planning for Stakeholder Outreach

Once the general approach to stakeholder outreach is established, M&L will provide a Schedule Chart. We would require assistance to contact stakeholders, schedule all workshops and meetings, and provide meeting spaces.

Task 2. Community Engagement Process

Below is a suggested plan for maximizing community outreach. Our proposed process reflects a series of tasks that has worked well with other grantees and offers a variety of opportunities for resident participation throughout the Plan process.

Develop a FAQ Sheet

M&L will create a FAQ Sheet for distribution throughout the planning process. The two-sided, one-page sheet will include a basic series of questions and answers (*What is the Consolidated Plan? How does it impact my community? Who is eligible to receive funding or participate in programs? How can I get involved?*) and will be made available at all venues (workshops, meetings, public offices, etc.). The sheet will be colorful, utilize graphics and be made available in English and Spanish.

Conduct Six Stakeholder Workshops

M&L proposes to conduct up to six Stakeholder Workshops to engage local municipalities, stakeholders and others interested parties. Each workshop will be scheduled for 75 minutes and focus on a specific topic. Possible topics might include:

- Affordable Housing (rural environment, barriers, opportunities, etc.)
- Enhancing Access to Community Assets for LMI Households (employment, transit, child care, substance abuse recovery, job training, etc.)
- Workforce Development (job training, education, economic development, etc.)
- Healthy Housing & Safe Neighborhoods (infant mortality, food security, access to health care, crime-free communities, etc.)
- Housing the Homeless & Near-Homeless (challenges, needs, innovative initiatives, etc.)
- Housing for Special Needs Populations (people with disabilities, elderly, persons in recovery, etc.)


We will consult with the CDBG Coordinator to identify which of these topics (or others that cover more appropriate and relevant local topics) to include. A List of Questions will be utilized in each workshop to stimulate discussion.

We will provide a flyer of the dates, time, locations and topics for the series of workshops for distribution. Stakeholders will be invited to attend any one or more of the topical workshops of their choosing. Our experience using this methodology has resulted in much more dynamic discussions involving a wider variety of stakeholders who are focused on a topic tailored to the unique trends and conditions of Williamson County.

Design and Implement a Web-based Survey

M&L will provide a draft survey instrument appropriate for identifying affordable housing and community development needs. The web-based survey will be designed to accommodate responses from community leaders, social service assistance organizations, and the general public. This single logic survey, in both English and Spanish, will be hosted by Survey Monkey.

The survey will be available online. Paper copies can also be made available at all stakeholder workshops and public meetings conducted as part of this process. Ideally,



the survey would be launched the week before stakeholder workshops and public meetings to maximize marketing efforts.

All surveys will be tabulated and analyzed for incorporation into the CP documents. The distribution method and advertising campaign for the survey can be developed upon contract execution.

Facilitate Four Public Meetings

M&L will facilitate four public meetings. The first two meetings will be conducted in locations of the County's choosing. Our goal for each meeting is to actively engage participants in a discussion focused on affordable housing and community development needs. We will utilize a PowerPoint presentation to achieve this goal and provide copies of the FAQ Sheet.

The second set of two meetings will occur once the Plan has been placed on public display. The goal for this set of meetings will be to summarize the major findings, identify the priority needs and set forth the recommended strategies. As before, we will utilize a PowerPoint presentation to achieve this goal.

Document the Community Engagement Process

Throughout the community engagement process, M&L will document the initiatives and their results to incorporate into the Process section of the Consolidated Plan.

Deliverable #1: Written Summary of Community Engagement

Task 3. Technical Assistance for Local Application Process

M&L has assisted several of its clients with tweaking and overhauling their local CDBG application process. In some cases, this involved creating new application forms, new scoring criteria and process, and the overall selection process (use of an objective advisory board, etc.).

Upon contract execution, our team will review the current application packet and discuss with the CDBG Coordinator the issues that are driving the desire to re-work the process. From there, we will draft a proposed plan for modifications to the application form (including possible use of a web-based service such as ZOOM Grants or other comparable vendor), advertising the availability of funds through a local Notice of Funding Availability (NOFA), how to conduct an application workshop for local entities interested in applying for funds, how to incorporate the priority needs

Deliverable #2: Proposed Revisions to the Local Application Process

Task 4. Needs Assessment (NA 05-50)

The Consolidated Plan will describe the estimated housing needs and needs for supportive services projected for the next five years. Housing data will reflect consultations conducted with housing provider agencies, nonprofit organizations and social service agencies (including those focusing on services to children, elderly persons, persons with disabilities, persons with HIV/AIDS and homeless persons) that provide assisted housing, health services and social services.



Categories of Persons Affected

The Plan will describe the need for assistance for extremely low income, very low income, low income and moderate-income families, for renters and owners, elderly persons, large families and persons with disabilities. The description of housing needs will also include a discussion of the degree of cost burden and severe cost burden, overcrowding (especially for large families), and substandard housing conditions being experienced by extremely low income, very low income, low income and moderate-income renters and owners compared to the County as a whole.

For any of the categories of households enumerated above, to the extent that any racial or ethnic group is identified to have a disproportionately greater need in comparison to the needs of that category of household as a whole, an assessment of that specific housing need will be included. (Disproportionately greater need exists when the percentage of persons in a category of housing need who are members of a particular racial or ethnic group is at least 10 percentage points higher than the percentage of persons in the category as a whole.)

Public Housing Residents

M&L will describe the needs of current public housing and Housing Choice Voucher households, as well as families on the waiting lists for public housing and Section 8 vouchers.

Homeless Needs

M&L will describe the nature and extent of homelessness using HMIS and the most recent Point-in-Time count from the regional Continuum of Care. The Plan will include an estimate of the special needs of various categories of families and individuals who are chronically homeless or are threatened with homelessness (such as persons with mental illness or with substance abuse problems). The Plan will also contain a narrative description of the nature and extent of homelessness by racial and ethnic group, to the extent that information is available.

Non-Homeless Special Needs

To the extent practicable, the Plan will describe the level of housing need for persons who are not homeless but require supportive housing, including the elderly, frail elderly, persons with disabilities, persons with substance addiction, persons with HIV/AIDS and their families, public housing residents, and other categories that may be appropriate.

Non-Housing Community Development Needs

The Plan will include a concise summary of the County's priority non-housing community development needs, including public facilities, public improvements, public services and other eligible uses of CDBG funding. The basis for this section will be the summary of public participation and stakeholder outreach.



Task 5. Market Analysis (MA 05-50)

General Characteristics

M&L will describe the significant characteristics of the local housing market, including such aspects as the supply, demand, condition and cost of housing, including lead-based paint hazards. The Plan will identify and describe any areas of concentration of minorities and LMI residents within the County.

Lead-Based Paint Hazards

The Plan will estimate the number of housing units that may potentially contain lead-based paint hazards and are occupied by LMI families with children.

Public Housing

M&L will describe the number of public housing units, the physical condition of these units, the restoration and revitalization needs, results from the PHA's Section 504 needs assessments and its strategies for improving the management and operation of public housing, as well as improving the living environment of low and very low-income families residing in public housing. The Plan will also identify the public housing residential communities that will be improved with Capital Fund resources from HUD.

Assisted Housing

The Plan will include a description of the number and targeting (by income and type of family) of units currently assisted by public funds and an assessment of whether any such units are expected to be lost from the local inventory, including expiring Section 8 contracts.

Homeless Facilities

The Plan will include a brief inventory of facilities and services that meet the emergency shelter, transitional housing, permanent supportive housing and permanent housing needs of homeless persons. We will review data made available from the Continuum of Care.

Special Need Facilities and Services

M&L will describe the housing stock available to persons with disabilities and other LMI persons with special needs, including persons with HIV/AIDS and their families. We will describe the facilities and services that assist persons who are not homeless but who require supportive housing and supportive programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing.

Barriers to Affordable Housing

The Plan will explain whether the cost of housing or the incentives to develop, maintain, or improve affordable housing in the County are affected by local public policies. The information included in this section will be obtained from the County's Analysis of Impediments to Fair Housing Choice.

Non-Housing Community Development Assets

We will provide a concise summary of the priority non-housing community development needs that are eligible for assistance.

Task 6. Strategic Plan (SP 05-80)

M&L will prepare the Strategic Plan in accordance with 24 CFR Part 91.315. Where appropriate, relevant information from other County strategic plans will be incorporated.

General Characteristics

Based on input received through outreach efforts and the data analysis, M&L will define priority needs. For each of the priority needs identified, the CP will include:

- The reasons for the choice of priority needs, describing the choice in terms of housing need (income, tenure, housing problems) and identifying obstacles for addressing the underserved needs
- The specific objectives with each objective identifying the key goals in quantitative terms along with numeric and other measurable indicators of progress and a target date for completion, and
- A description of the resource allocation geographically and among different activities.

Resources

M&L will describe the full range of federal and other resources that are available to assist the County in meeting its housing and community development needs.

- Federal Resources - The expected federal resources to be available to address the needs identified within the Plan.
- Other Resources - The resources from private and non-federal public sources that are reasonably expected to be available to address the needs. The Plan will include an explanation of how federal resources will leverage additional resources, including a description of how matching requirements of HUD programs will be satisfied.

Institutional Structure

M&L will describe the strategy to overcome the gaps in the institutional structure for carrying out its strategy for addressing its priority needs.

Goals

The Strategic Plan will include summaries of the objectives the County intends to initiate and/or complete during the five-year period. For each objective, the Plan will identify proposed accomplishments and quantitative outcomes, as provided in the IDIS Goal Outcome Indicators (GOI).



Public Housing

M&L will describe activities to encourage resident involvement in management and to participate in homeownership. The Plan will also describe how the County will address the needs of public housing.

Barriers to Affordable Housing

M&L will describe the strategy to remove or ameliorate negative effects of public policies that serve as barriers to affordable housing. M&L will use the County's AI to inform this section of the Plan.

Homelessness Strategy

The Plan will include a description of the strategy for identifying resources to be used for the following:

- Helping low income families avoid homelessness
- Reaching out to homeless persons and assessing their individual needs
- Addressing the emergency shelter and transitional housing needs of homeless persons, and
- Helping homeless persons make the transition to permanent housing and independent living

Lead-Based Paint Hazards

The Plan will outline the actions proposed or being taken to evaluate and reduce lead-based paint hazards, and a description of how lead-based paint hazard reduction will be integrated into housing policies and programs.

Anti-Poverty Strategy

The Plan will describe the County's goals, programs and policies for reducing the number of poverty level households and how the goals, programs and policies for producing and preserving affordable housing will be coordinated with other programs and services for which the County is responsible and the extent to which they will reduce or assist in reducing the number of households with incomes below the poverty line. How these initiatives will be coordinated with other programs will be concisely summarized.

Monitoring

The Plan will describe the standards and procedures which the County uses to monitor activities to be carried out in furtherance of the Plan. The current Monitoring Plan utilized, as well as any revisions proposed, will be the basis for this section.

Certifications

M&L will provide the current certifications required by HUD.

Process (PR-05 to PR-15) and Executive Summary (ES-05) Sections

M&L will draft the Process and the Executive Summary sections.

*Deliverable #3: Draft Consolidated Plan Document***Task 7. Revisions to the Consolidated Plan Document**

Based on feedback from the CDBG Coordinator, M&L will revise the draft Plan and prepare the document for public display. We will provide content in MS Word format and Adobe Acrobat.

*Deliverable #4: Display-ready Consolidated Plan Document***Task 8. Preparation of Annual Action Plan (AP 15-90)**

Following approval of the draft Plan, M&L will draft the Annual Action Plan using the following methodology.

Expected Resources

The Annual Plan will include a concise summary of the federal resources expected to be available including grant funds, anticipated program income, and other resources such as private and non-federal public sources that are reasonably expected to be available to carry out its Strategic Plan over the course of the program year. M&L will explain how federal funds will leverage these additional resources.

Annual Goals and Objectives

M&L will summarize the specific goals the County intends to initiate and/or complete within the program year.

Allocation Priorities

M&L will describe the reasons for the County's allocation priorities and how the proposed distribution of funds will address the priority needs and goals of the Strategic Plan.

Method of Distribution

M&L will describe the criteria that will be used to select grant applications, the relative importance of these criteria, how resources will be allocated among funding categories, threshold factors and grant size limits, and outcome measurements expected as a result of the method of distribution.

Projects


M&L will prepare, with staff assistance, the Proposed Project Pages.

Geographic Distribution

M&L will generate a series of GIS maps to indicate geographically how the County will provide direct assistance to low-income and minority concentrated areas during the 2018 program year.

Affordable Housing

The Action Plan will specify goals for the number of homeless, non-homeless, and special needs households to be provided affordable housing within the program year. The AAP will also indicate the number of affordable housing units that will be provided



by program type, including rental assistance, production of new units, rehabilitation of existing units, or acquisition of existing units.

Public Housing

M&L will describe what actions the County will take in the program year to carry out the public housing portion of the Strategic Plan.

Homeless and Other Special Needs Activities

M&L will describe the one-year goals and the specific actions steps to be undertaken in the program year to carry out the homeless strategy outlined in SP-60 Homelessness Strategy. The Annual Plan will also describe the one-year goals and specify the activities to be undertaken to serve the housing and supportive service needs of non-homeless populations who require supportive housing.

Barriers to Affordable Housing

M&L will describe planned actions to remove or ameliorate the negative effects of local policies that serve as barriers to affordable housing. M&L will summarize appropriate barriers identified in the County's AI for this purpose.

Other Actions

The Annual Plan will describe the planned actions to carry out the strategies outlined in the Consolidated Plan relative to fostering and maintaining affordable housing, evaluating and reducing lead-based paint hazards, reducing the number of poverty-level families, developing institutional structure, enhancing coordination and identifying obstacles to meeting underserved needs and propose actions to overcome those obstacles.

Program-Specific Requirements

The Annual Plan will include the method of distribution, including all selection criteria for funding, how CDBG resources will be allocated among funding categories, the threshold factors and grant limits to be applied.

Deliverable #5: Draft Annual Action Plan

Task 9. Revisions to Draft Annual Action Plan


Based on feedback, M&L will revise the draft Annual Plan and prepare the document for public display.

Deliverable #6: Display-ready Annual Plan Document

Task 10. Public Comment Period & Public Hearing

Once the revised planning documents are provided to the County for the public comment period, M&L will initiate the IDIS entry process. Based on our experiences using the eCon Planning Suite, the later IDIS entry occurs in the development of the documents, the more efficient is the process.

Following the comment period we will collaborate with the CDBG Coordinator to address comments received and incorporate them into the final documents as



required. M&L also can be in attendance at the Commissioners Court meeting to present the plans and address questions.

Task 11. Submission to HUD & Deliverables

Electronic submission of these two documents will occur on or before August 15, 2019 in collaboration with the CDBG Coordinator.

Final deliverables to the County will include electronic files, one original and three copies of the final version submitted to HUD.

Deliverable #7: Final CP/AAP Documents submitted to HUD & County

Task 12. Technical Support during HUD's Review

M&L will remain available to the CDBG Coordinator throughout the 45-day HUD review period for the Consolidated Plan and Annual Action Plan. We will assist in responding to any HUD questions that may arise relative to these two documents.

Assistance Required

During the preparation of the plans, M&L will require assistance for the following tasks:

- Identifying and inviting community stakeholders to workshops
- Reserving meeting spaces for all public meetings and workshops
- Publishing of all public notices as required (M&L can provide draft notices)
- Posting and distributing notices and other alerts to encourage community participation (M&L will provide flyers, email communications, FAQ Sheets, etc.)
- Providing for any language interpretation needed at stakeholder workshops or public meetings (M&L can provide English and Spanish versions of meeting agendas and handouts)
- Timely review and comment on draft agendas, draft documents provided by M&L
- Placing the draft documents on the agenda of the County Commission for approval

Project Schedule

Our proposed schedule assumes a contract start date of January 1, 2019 and a submission date of August 15, 2019 to HUD. We are willing to negotiate the schedule in order to accommodate a new local CDBG application process, if needed.

| | | 2019 | | | | | | | | | |
|------|--|------|---|---|---|---|---|---|---|---|--|
| Task | Month | J | F | M | A | M | J | J | A | S | |
| 1 | Project Mobilization | | | | | | | | | | |
| | Initial Project Planning | | | | | | | | | | |
| | Obtaining IDIS Access | | | | | | | | | | |
| | Identification of Stakeholders | | | | | | | | | | |
| | Planning for Stakeholder Outreach | | | | | | | | | | |
| 2 | Community Participation Process | | | | | | | | | | |
| | Develop FAQ Sheet | | | | | | | | | | |
| | Conduct 6 Stakeholder Workshops | | | | | | | | | | |
| | Web-based Survey | | | | | | | | | | |
| | Facilitate 4 Public Meetings | | | | | | | | | | |
| | Document Community Engagement | | | | | | | | | | |
| | Deliverable #1 | | | | | | | | | | |
| 3 | TA for Local Application Process | | | | | | | | | | |
| | Proposed Revisions | | | | | | | | | | |
| | Deliverable #2 | | | | | | | | | | |
| 4 | Needs Assessment | | | | | | | | | | |
| | Needs Assessment | | | | | | | | | | |
| 5 | Market Analysis | | | | | | | | | | |
| | Market Analysis | | | | | | | | | | |
| 6 | Strategic Plan | | | | | | | | | | |
| | Strategic Plan | | | | | | | | | | |
| | Deliverable #3 | | | | | | | | | | |
| 7 | Revisions to Consolidated Plan | | | | | | | | | | |
| | Revisions | | | | | | | | | | |
| | Deliverable #4 | | | | | | | | | | |
| 8 | Preparation of Annual Action Plan | | | | | | | | | | |
| | Annual Action Plan | | | | | | | | | | |
| | Deliverable #5 | | | | | | | | | | |
| 9 | Revisions to Draft Annual Action Plan | | | | | | | | | | |
| | Revisions | | | | | | | | | | |
| | Deliverable #6 | | | | | | | | | | |
| 10 | Public Comment Period & Public Hearing | | | | | | | | | | |
| | Public Comment Period & Public Hearing | | | | | | | | | | |
| 11 | Submission to HUD & County | | | | | | | | | | |
| | Final Deliverables | | | | | | | | | | |
| | Deliverable #7 | | | | | | | | | | |
| 12 | Technical Support during HUD Review | | | | | | | | | | |
| | Technical Support | | | | | | | | | | |

★ Indicates meeting or deliverable

F. Price

M&L proposes to complete this assignment for a lump sum fee of \$34,400.

| Williamson County, TX | | Mullin & Lonergan | | | | |
|---|--|-------------------------|-----------|----------------------------------|-----------|-----------|
| | | Principal @ \$195/hr | | Professional Staff @ \$135/hr | | TOTAL |
| Consolidated Plan and Annual Action Plan | | | | | | |
| 1 | Project Mobilization | 4 | \$ 780 | | \$ - | \$ 780 |
| 2 | Community Engagement Process | 40 | \$ 7,800 | 48 | \$ 6,480 | \$ 14,280 |
| 3 | Technical Assistance for Local Application Process | 16 | \$ 3,120 | | \$ - | \$ 3,120 |
| 4 | Needs Assessment | 1 | \$ 195 | 16 | \$ 2,160 | \$ 2,355 |
| 5 | Market Analysis | 1 | \$ 195 | 16 | \$ 2,160 | \$ 2,355 |
| 6 | Strategic Plan | 1 | \$ 195 | 24 | \$ 3,240 | \$ 3,435 |
| 7 | Revisions to Consolidated Plan | 1 | \$ 195 | 2 | \$ 270 | \$ 465 |
| 8 | Preparation of Annual Action Plan | 1 | \$ 195 | 12 | \$ 1,620 | \$ 1,815 |
| 9 | Revisions to Draft Annual Action Plan | 1 | \$ 195 | 2 | \$ 270 | \$ 465 |
| 10 | Public Comment & Public Hearing | 12 | \$ 2,340 | 2 | \$ 270 | \$ 2,610 |
| 11 | Submission to HUD & Deliverables | | \$ - | 2 | \$ 270 | \$ 270 |
| 12 | Technical Support during HUD Review | | \$ - | | \$ - | \$ - |
| Sub-total | | 78 | \$ 15,210 | 124 | \$ 16,740 | \$ 31,950 |
| Travel allowance (airfare, hotel, rental car, per diem) | | | | | | \$ 2,300 |
| Reproduction, publication, mailing expenses | | | | | | \$ 150 |
| Total | | | | | | \$ 34,400 |



Appendix A: CDBG/HOME Client List

Williamson County, Texas
CDBG and HOME Client List

1810-267

| Entitlement/Participating Jurisdiction | State | Category | CP | AAP | CAPER | AI | AFH | ERR | Technical Services |
|--|-------|----------|----|-----|-------|----|-----|-----|--------------------|
| Birmingham | AL | City | | | | ◆ | | | |
| Colorado Springs | CO | City | ◆ | ◆ | | ◆ | | | |
| Waterbury | CT | City | | | | ◆ | | | |
| Delaware State Housing Authority | DE | State | ◆ | | | ◆ | | | |
| New Castle County | DE | County | ◆ | | | ◆ | | | |
| Wilmington | DE | City | ◆ | ◆ | | ◆ | | | |
| Brevard County HOME Consortium | FL | County | ◆ | ◆ | ◆ | | | | |
| Lake County | FL | County | | ◆ | ◆ | | | ◆ | ◆ |
| Palm Bay | FL | City | ◆ | ◆ | ◆ | | | | ◆ |
| Sarasota | FL | City | | | | ◆ | | | |
| Sarasota County | FL | County | | | | ◆ | | | |
| Columbus Consolidated Government | GA | City | ◆ | ◆ | | | | | ◆ |
| Henry County | GA | County | ◆ | ◆ | ◆ | ◆ | | | ◆ |
| Council Bluffs | IA | City | | | | ◆ | | | |
| Davenport | IA | City | | | | ◆ | | | |
| Iowa City | IA | City | ◆ | ◆ | ◆ | ◆ | | | |
| Iowa Economic Development Authority | IA | Region | ◆ | ◆ | | ◆ | | | |
| Sioux City | IA | City | ◆ | ◆ | | | | | |
| Waterloo - Cedar Falls, IA HOME Consortium | IA | Region | ◆ | ◆ | | ◆ | | | |
| Evanston | IL | City | | | | ◆ | | | |
| Joliet | IL | City | | | | ◆ | | | |
| McHenry County | IL | County | ◆ | ◆ | | | | | |
| Moline | IL | City | | | | ◆ | | | |
| Naperville | IL | City | | | | | ◆ | | |
| Oak Park | IL | City | ◆ | | | ◆ | | | |
| Rock Island | IL | City | | | | ◆ | | | |
| Will County | IL | County | | | | ◆ | | | |
| Fort Wayne | IN | City | | | | ◆ | | | |
| Kansas Department of Commerce | KS | State | ◆ | ◆ | | ◆ | | | |
| Wyandotte County & Kansas City Unified Govt. | KS | City | ◆ | ◆ | | | | | |
| Annapolis | MD | City | ◆ | | | ◆ | | | |
| Arundel Community Services, Inc. | MD | Org. | | | | ◆ | | | |
| Baltimore County | MD | County | | | | ◆ | | | |
| Bowie | MD | City | ◆ | ◆ | | ◆ | | | |
| Gaithersburg | MD | City | | | | ◆ | | | |
| Prince George's County | MD | County | | | | ◆ | | | |
| Grand Rapids | MI | City | ◆ | ◆ | | | | | |
| Jackson | MI | City | ◆ | ◆ | | | | | |
| Burlington | NC | City | ◆ | ◆ | | ◆ | | ◆ | |
| High Point | NC | City | ◆ | | | ◆ | | ◆ | |
| Piedmont Triad Region | NC | Region | | | | ◆ | | | |

Williamson County, Texas
CDBG and HOME Client List

1810-267

| Entitlement/Participating Jurisdiction | State | Category | CP | AAP | CAPER | AI | AFH | ERR | Technical Services |
|--|-------|----------|----|-----|-------|----|-----|-----|--------------------|
| Rocky Mount | NC | City | ◆ | ◆ | | | ◆ | | |
| Wake County | NC | County | | | | ◆ | | | |
| Atlantic County Improvement Authority | NJ | County | ◆ | ◆ | ◆ | ◆ | | ◆ | ◆ |
| Camden County | NJ | County | ◆ | ◆ | ◆ | ◆ | | | ◆ |
| Gloucester Township | NJ | City | | | | ◆ | | | |
| Jersey City | NJ | City | ◆ | ◆ | ◆ | | | | ◆ |
| Monmouth County | NJ | County | | | | | | | ◆ |
| Morris County | NJ | County | ◆ | ◆ | ◆ | ◆ | | | ◆ |
| Ocean City | NJ | City | ◆ | ◆ | ◆ | ◆ | | ◆ | ◆ |
| Parsippany - Troy Hills Township | NJ | City | ◆ | ◆ | ◆ | ◆ | | | ◆ |
| Passaic County | NJ | County | ◆ | ◆ | ◆ | ◆ | | ◆ | ◆ |
| Paterson | NJ | City | ◆ | ◆ | ◆ | | | | ◆ |
| Trenton | NJ | City | ◆ | ◆ | | | | | ◆ |
| Wayne Township | NJ | City | ◆ | ◆ | ◆ | ◆ | | ◆ | ◆ |
| Buffalo | NY | City | ◆ | ◆ | | ◆ | | | |
| County of Erie, ACT HOME Consortium | NY | Region | ◆ | ◆ | | ◆ | | | |
| New Rochelle | NY | City | ◆ | ◆ | | ◆ | ◆ | | |
| New York (State of) | NY | State | | | | ◆ | | | |
| Rochester | NY | City | ◆ | | | | | | |
| Yonkers | NY | City | ◆ | | | ◆ | | | |
| Cleveland | OH | City | | | | ◆ | | | |
| Cleveland Heights | OH | City | | | | ◆ | | | |
| Cuyahoga County | OH | County | | | | ◆ | | | |
| Dayton/Kettering, OH - HOME Consortium | OH | Region | ◆ | ◆ | | | | | |
| Springfield | OH | City | ◆ | | | | | | |
| Abington Township (Montgomery County) | PA | City | ◆ | | | ◆ | | ◆ | |
| Allegheny County | PA | County | ◆ | ◆ | ◆ | ◆ | | | |
| Allentown | PA | City | ◆ | ◆ | | ◆ | | | |
| Beaver County | PA | County | ◆ | ◆ | ◆ | ◆ | | ◆ | ◆ |
| Bensalem Township | PA | City | ◆ | ◆ | | ◆ | | ◆ | ◆ |
| Berks County | PA | County | ◆ | ◆ | ◆ | ◆ | | ◆ | ◆ |
| Buck County | PA | County | | | | ◆ | | | |
| Carlisle Borough (Cumberland County) | PA | City | ◆ | ◆ | | ◆ | | | |
| Chester | PA | City | ◆ | ◆ | | ◆ | | | |
| Chester County | PA | County | | | | ◆ | | ◆ | |
| Coal Township | PA | City | | | | | | ◆ | ◆ |
| Cumberland County | PA | County | ◆ | ◆ | | ◆ | | | |
| Dauphin County | PA | County | | | | | ◆ | | |
| Dauphin County Housing Authority | PA | Org. | | | | | | ◆ | |
| East Stroudsburg | PA | City | | | | | | ◆ | ◆ |
| Easton | PA | City | | ◆ | ◆ | | | ◆ | ◆ |
| Erie | PA | City | ◆ | ◆ | ◆ | ◆ | | ◆ | ◆ |

Williamson County, Texas
CDBG and HOME Client List

1810-267

| Entitlement/Participating Jurisdiction | State | Category | CP | AAP | CAFER | AI | AFH | ERR | Technical Services |
|---|-------|----------|----|-----|-------|----|-----|-----|--------------------|
| Erie County | PA | County | | | | ◆ | | | ◆ |
| Hazleton | PA | City | ◆ | ◆ | ◆ | ◆ | | ◆ | ◆ |
| Hazleton Housing Authority | PA | Org. | | | | | | ◆ | ◆ |
| Jeannette | PA | City | | | | | | | ◆ |
| Johnstown | PA | City | ◆ | ◆ | ◆ | ◆ | | ◆ | ◆ |
| Lebanon County | PA | County | | | | | | ◆ | ◆ |
| Lehigh County | PA | County | ◆ | ◆ | ◆ | ◆ | | ◆ | ◆ |
| McKeesport | PA | City | ◆ | | | ◆ | | ◆ | ◆ |
| McKeesport Housing Authority | PA | Org. | | | | | | ◆ | ◆ |
| Millcreek Township | PA | City | ◆ | ◆ | | ◆ | | | |
| Montgomery County | PA | County | ◆ | ◆ | ◆ | ◆ | | ◆ | ◆ |
| Montgomery County Redevelopment Authority | PA | Org. | | | | | | | ◆ |
| New Kensington Redevelopment Authority | PA | Org. | | | | | | | ◆ |
| Norristown | PA | City | ◆ | | | | | | |
| Philadelphia Redevelopment Authority | PA | Org. | | | | | | | ◆ |
| Pittsburgh | PA | City | ◆ | ◆ | | | | | |
| Pittston Redevelopment Authority | PA | Org. | | | | | | ◆ | ◆ |
| Pottsville | PA | City | | ◆ | | | | ◆ | ◆ |
| Pottsville Housing Authority | PA | Org. | | | | | | ◆ | ◆ |
| Reading | PA | City | ◆ | ◆ | ◆ | ◆ | | ◆ | ◆ |
| Redevelopment Authority of County of Washington | PA | County | ◆ | ◆ | ◆ | ◆ | | ◆ | ◆ |
| Reilly Township | PA | City | | | | | | | ◆ |
| Rush Township (Carbon County) | PA | City | | | | | | ◆ | ◆ |
| Schuylkill County | PA | County | | | | | | ◆ | ◆ |
| Schuylkill Township (Schuylkill County) | PA | City | | | | | | ◆ | ◆ |
| Shamokin | PA | City | | | | | | ◆ | ◆ |
| Somerset County Redevelopment Authority | PA | Org. | | | | | | ◆ | |
| St. Clair Borough (Schuylkill County) | PA | City | | | | | | ◆ | ◆ |
| Union County | PA | County | | | | | | | ◆ |
| Uniontown Redevelopment Authority | PA | Org. | | | | | | ◆ | ◆ |
| Waynesboro | PA | City | | | | | | ◆ | ◆ |
| Westmoreland County | PA | County | ◆ | ◆ | ◆ | ◆ | | ◆ | ◆ |
| Williamsport | PA | City | ◆ | ◆ | ◆ | ◆ | | ◆ | ◆ |
| York | PA | City | ◆ | ◆ | ◆ | ◆ | | ◆ | ◆ |
| Bexar County | TX | County | ◆ | ◆ | | | | | |
| Corpus Christi | TX | City | ◆ | ◆ | | | | | |
| Round Rock | TX | City | ◆ | ◆ | | | | | |
| Travis County | TX | County | | | | ◆ | | | |
| Waco | TX | City | ◆ | ◆ | | | | | |
| Williamson County | TX | County | ◆ | ◆ | | ◆ | | | |
| Hampton | VA | City | ◆ | ◆ | | ◆ | | | |
| Hampton Roads Region | VA | Region | | | | ◆ | | | |

Williamson County, Texas
CDBG and HOME Client List

1810-267

| Entitlement/Participating Jurisdiction | State | Category | CP | AAP | CAPER | AI | AFH | ERR | Technical Services |
|---|-------|----------|----|-----|-------|----|-----|-----|--------------------|
| Harrisonburg | VA | City | ◆ | | | ◆ | ◆ | | |
| Lynchburg | VA | City | ◆ | ◆ | | ◆ | | | |
| Portsmouth | VA | City | | | | | | | ◆ |
| Roanoke | VA | City | | | | ◆ | | | |
| Waynesboro | VA | City | ◆ | ◆ | | | | | |
| Vermont Agency of Commerce & Community Dev. | VT | State | | | | ◆ | | | |
| Parkersburg | WV | City | | | | ◆ | | | |

Supplier: **Mullin & Lonergan Associates**



PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT SOLICITATION 1810-267

Consultant to Develop 2019-2023 HUD Consolidated Plan/2019-2020
Annual Action Plan

**PROPOSALS MUST BE RECEIVED ON OR BEFORE:
Nov 7, 2018 2:30:00 PM CST**

**PROPOSAL WILL BE PUBLICLY OPENED:
Nov 7, 2018 2:30:00 PM CST**

Notice is hereby given that sealed Proposals for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive proposals. Specifications for this RFP may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this Proposal.

All electronic proposal must be submitted via: www.bidsync.com

Electronic proposals are requested, however paper proposals will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Respondents are strongly encouraged to carefully read this entire RFP.

All interested Respondents are invited to submit a Proposal in accordance with the Instructions and General Requirements, Proposal Format, Proposal Specifications, and Definitions, Terms and Conditions stated in this RFP.

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

Williamson County will not accept any Proposals received after the submittal deadline, and shall return such Proposals unopened to the Respondent.

General Information:

- If mailed or delivered in person, Proposal and Proposal addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed above for this RFP, to:

Williamson County Purchasing Department
Attn: **PROPOSAL NAME AND NUMBER**
901 South Austin Avenue
Georgetown, Texas 78626

- Respondents should list the Proposal Number, Proposal Name, Name and Address of Respondent, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed."
 - Respondent should submit one (1) original.
 - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
 - Williamson County will not accept any responsibility for Proposals being delivered by third party carriers.
 - Facsimile transmittals will NOT be accepted.
- Proposals will be opened publicly in a manner; however, to avoid public disclosure of contents, only the names of Respondents will be read aloud.
 - All submitted questions with their answers will be posted and updated on www.bidsync.com.
 - It is the Respondent's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.
 - Any Addenda and/or other information relevant to the RFP will be posted on www.bidsync.com.
 - The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.

Supplier: **Mullin & Lonergan Associates**

Proposal References

List the last three (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this RFP package, were recently provided by Respondent.

Reference 1

| | | |
|-------------------|---------------------------------|--------------------|
| Client Name: | Location: | |
| Lake County, FL | Tavares, FL | |
| Contact Name: | Title: | |
| Allison Thall | Health & Human Services Manager | |
| Phone: | E-mail | |
| 3527426502 | athall@lakecountyfl.gov | |
| Contract Date To: | Contract Date From: | Contract Value: \$ |
| see below | see below | see below |

Scope of Work:

XXXXXXXXXX
 2015-2019 Consolidated Plan
 10/01/2015 to 09/30/2016
 \$18,500
 2016 Annual Plan
 10/01/2016 to 9/30/2017
 \$30,000
 2017 Annual Plan
 10/01/2016 to 9/30/2017
 \$20,000
 2018 Annual Plan
 7/19/2017 to 9/30/2018
 \$20,000

Reference 2

| | | |
|---------------------------|---|--------------------|
| Client Name: | Location: | |
| City of Corpus Christi | Corpus Christi, TX | |
| Contact Name: | Title: | |
| Rudy Betancourt, MPA, CPM | Director, Housing & Community Development | |
| Phone: | E-mail | |
| 3618263021 | rudyb@cctexas.com | |
| Contract Date To: | Contract Date From: | Contract Value: \$ |
| 04/03/2018 | 08/15/18 | 34,650 |

Scope of Work:

2018-2022 Consolidated Plan

Reference 3

Client Name:

Location:

Passaic County, NJ

Totowa, NJ

Contact Name:

Title:

Deborah Hoffman

Director of Economic Development

Phone:

E-mail

9735694720

deborahh@passaiccountynj.org

Contract Date To:

Contract Date From:

Contract Value: \$

09/01/2016

08/31/2018

30,000

Scope of Work:

2018-2022 Consolidated Plan
2018 Annual Action Plan

Supplier: Mullin & Lonergan Associates

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

| | |
|--|--|
| <p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p> | <p>OFFICE USE ONLY</p> <p>Date Received</p> |
| <p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p>None</p> | |
| <p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p> | |
| <p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">not applicable Name of Officer</p> | |
| <p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> | |
| <p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p> <p>not applicable</p> | |
| <p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p> | |
| <p>7 Signature is not required if completing in BIDS SYNC electronically;</p> <p>Signature of vendor doing business with the governmental entity</p> <p style="text-align: right;">11/7/2018 Date</p> | |

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed;

or (ii) the local governmental entity is considering entering into a contract with the vendor.

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

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity. (a-1)

The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (2) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposal or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (3) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or (C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 11/30/2015

Supplier: Mullin & Lonergan Associates

PROPOSAL AFFIDAVIT

This form must be completed, signed, notarized and returned with Proposal package

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit

The undersigned certifies that the RFP and the Respondent's Proposal have been carefully reviewed and are submitted as correct and final. Respondent further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Proposal, and upon the conditions contained in the RFP.

I hereby certify that the foregoing Proposal has not been prepared in collusion with any other Respondent or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, I certify that the Respondent is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Proposal on, or to influence any person or persons to submit a Proposal or not to submit a Proposal thereon."

| | |
|---|--|
| Name of Respondent: | Mullin & Lonergan Associates |
| Address of Respondent: | 2 Kacey Court, Suite 201, Mechanicsburg, PA 17055 |
| Email: | marjorie@mandl.net |
| Telephone: | 4123231950 |
| Printed Name of Person Submitting Affidavit: | Marjorie Willow |
| Signature of Person Submitting Affidavit: | |

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Proposal will in no way have a negative impact on the County's evaluation of the Proposal.

| | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | I will offer the quoted prices to all authorized entities during the term of the County's Contract. |
| <input type="checkbox"/> | |

☐ I will not offer the quoted prices to all authorized entities.

If no box is checked, the Respondent agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, **Mullin & Lonergan Associates**, (*Name of Signer*) am a duly authorized officer of/agent for (*Name of Respondent*) and have been duly authorized to execute the foregoing on behalf of the said (*Name of Respondent*).

SUBSCRIBED AND SWORN to before me by the above-named
on this the day of , 20.

Notary Public in and for

The State of

The County of

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDS SYNC ELECTRONICALLY.

Supplier: **Mullin & Lonergan Associates**



Williamson County – Request for Proposal (RFP)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Proposals which modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Respondent may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and the Respondent's Proposal. Such Ensuing Agreement(s) shall contain the Proposal specifications, terms and conditions that are derived from the RFP.

Contract – means this RFP and the Proposal of the Successful Respondent shall become a Contract between the Successful Respondent and the County once the Successful Respondent's Proposal is properly accepted by the Williamson County Commissioners Court (sometimes referred to herein as the Commissioner's Court").

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Executive Summary – means the document submitted by Respondent that represents a concise summary of the contents of the Proposal. It does not include any information concerning costs.

Proposal Documents – means the Legal Notice, RFP including attachments, and any Addenda issued by the County prior to the consideration of any Proposals.

Proposal – means the complete, properly signed document, and ALL required forms and documentation listed in the proposal package which have been submitted in accordance with this RFP package. A Proposal submitted in accordance with this RFP is irrevocable during the specified time period for evaluation and acceptance of Proposals, unless a waiver is obtained from the Williamson County Purchasing Agent.

Respondent – means a person or entity who submits a Proposal in response to this RFP.

Request for Proposals (RFP) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Respondent– means the responsible Respondent who, in the County's sole opinion, submits the Proposal which is in the best interest of the County, taking into account factors identified herein, and to whom the County intends to award the Contract.

SECTION 2 - RESPONSE FORMAT AND SUBMISSION

2.1 INTRODUCTION

Each Proposal submitted in response to this RFP should clearly reference the numbered sections of this RFP that require a response. Failure to arrange the Proposal as requested may result in the disqualification of the Proposal.

Though there is not a page limit for Proposals, to save natural resources including paper, and to allow the County staff to efficiently evaluate all submitted Proposals, the County requests that Proposals be orderly, concise, but comprehensive in providing the requested information. Conciseness and clarity of content are emphasized and encouraged. If mailed or delivered in person, please limit additional, non requested information.

Please provide your Proposal response using:

- A. 8 ½" x 11" pages, inclusive of any cover letter or supporting materials.
- B. The least amount of plastic/laminate or other non-recyclable binding materials.
- C. Single-sided printing.

Vague and general Proposals will be considered non-responsive, and may, at the County's sole discretion, result in disqualification. Proposals must be legible and complete. Failure to provide the required information may result in the disqualification of the Proposal. All pages of the Proposal should be numbered, and the Proposal should contain an organized, paginated table of contents corresponding to the sections and pages of the Proposal.

2.2 ORGANIZATION OF PROPOSAL CONTENTS AND TABLE OF CONTENTS

Each Proposal should be submitted with a table of contents that clearly identifies and denotes the location of all enclosures of the Proposal. The table of contents should follow the RFP's structure as much as is practical.

Each Proposal should be organized in the manner described below:

- A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.
- B. Table of Contents.
- C. Executive Summary. Please see Section 2.4, Executive Summary.
- D. Proposal Response to Criteria. (Please see the sections in this RFP package that list the Specifications & Cost Proposal, Experience and Qualifications, References, and Implementation Strategy to respond to our criteria in a clear and concise manner)
- E. Price Sheet.
- F. References: Identification of three (3) references within the last four (4) years, for which the Respondent is providing, or has provided, the goods and/or services (public sector) of the type requested in this RFP. Include the name, position/title, and telephone number of a contact person at each entity.
- G. Conflict of Interest Questionnaire.

H. Proposal Affidavit (Signature Page).

- I. Attach your entities sample Contract, if applicable, for the County's review and consideration. This should include any additional terms or conditions. The County is not required to use the sample Contract submitted.

2.3 TRANSMITTAL LETTER

The Respondent should submit a Transmittal Letter that provides the following information:

- A. Name and address of individual or business entity submitting the Proposal.
- B. Respondent's type of business entity (i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.). See Section 3.5, Signature of Respondent, for more information.
- C. Place of incorporation or organization, if applicable.
- D. Name and location of major offices and other facilities that relate to the Respondent performance under the terms of this RFP.
- E. Name, physical address, email address, business and fax number of the Respondent's principal contact person regarding all contractual matters relating to this RFP.
- F. The Respondent's Federal Employer Identification Number.
- G. A commitment by the Respondent to provide the services required by the County;
- H. A statement that the Proposal is valid for the time specified on page three (3), under the section named *Prices Good for*, of this Proposal packet. Any Proposal containing a term of less than the required amount, may at the County's sole discretion, be rejected as non-responsive.
- I. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.40, Air Quality for more information.

The Transmittal Letter should be signed by a person legally authorized to bind the Respondent to its representations in the Transmittal Letter and the Proposal. In the case of a joint Proposal, each party must sign the Transmittal Letter.

2.4 EXECUTIVE SUMMARY

The Respondent should provide an Executive Summary of its Proposal that asserts that the Respondent is providing in its response all of the requirements of this RFP. The Executive Summary should not include any information concerning the cost of the Proposal, but instead must represent a full and concise summary of the contents of the Proposal. It is recommended the Executive Summary include the following information:

- A. Identify any goods and/or services that are provided beyond those specifically requested. If the Respondent is providing services and/or goods that do not meet the specific requirements of this RFP, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences should be noted in the Executive Summary. However, the Respondent must realize that failure to provide the goods and/or services specifically required, at the County's sole discretion, may result in disqualification of the Proposal.

- B. Indicate why the Respondent believes that it is the most qualified Respondent to provide the services described in this RFP. The Successful Respondent must demonstrate extensive experience and understanding of the intent of this project. The Respondent should describe in detail the current and historical experience the Respondent and its subcontractors have that would be relevant to completing the project. References must contain the name of key personnel and telephone numbers for each contact, as described in Section 3.14, References.
- C. Briefly state why the Respondent believes its proposed goods and/or services best meet the County's needs and RFP requirements, and the Respondent also should concisely describe any additional features, aspects, or advantages of its goods and/or services in any relevant area not covered elsewhere in its Proposal.

2.5 CONFLICT OF INTEREST

No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Respondents are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictOfInterestDisclosure/tabid/689/language/en-US/Default.aspx>

Each Respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Respondent, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this RFP.** Similarly, any personal or business relationship between the Respondent, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Proposal disqualification.

By submitting a Proposal in response to this RFP, all Respondents affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

Each Respondent must provide a Conflict of Interest Statement with their Proposal Package. Package may be deemed incomplete without this form.

2.6 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Respondents are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Respondent unless the Respondent submits a disclosure of interested parties to the County at the time the Respondent submits the signed contract. The law applies only to a contract of the County on or after January 1, 2016 that either:

- A. Requires an action or vote by the Commissioners Court before the contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding,

but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized monies, etc.); or

- B. Has a value of at least \$1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

- A. Use the online application to process the required information on Form 1295.
- B. Print a copy of the form which will contain a unique certification number.
- C. An authorized agent of the Respondent must sign the printed copy of the form.
- D. Have the form notarized.
- E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.7 PROPOSAL AFFIDAVIT

The Respondent attests to abiding by Texas Government Code Chapter 2270, Subtitle F, Title 10 stating that they neither currently boycott Israel, nor will the boycott Israel during the term of the contract. Furthermore, the Respondent certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Proposal, and upon the conditions contained in the RFP. Additionally, the Respondent certifies that the Proposal has not been prepared in collusion with any other Proposer or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, Proposer certifies that the he or she is not now, nor has been for the past six months, directly or indirectly concerned in any pool or agreement or combination, to control the price services/commodities Proposal on, or to influence any person or persons to submit a Proposal or not submit a Proposal thereon. **Each Respondent must provide a Proposal Affidavit with their Proposal Package. Package may be deemed incomplete without this form.**

2.8 PROPOSAL SUBMITTAL DEADLINE

The Proposal is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this RFP package. Contents of each Proposal shall be submitted in accordance with this RFP.

2.9 ETHICS

The Respondent shall not accept or offer gifts or anything of value, nor enter into any business

arrangement with any employee, official or agent of the County.

2.10 DELIVERY OF PROPOSALS

The County uses BidSync to distribute and receive bids and Proposals. It is preferred that Proposals be submitted electronically through BidSync; however, Respondents can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Proposal and Proposal Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this RFP package, to:

Williamson County Purchasing Department
Attn: **Proposal Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

Also, all Respondents should list their Name and Address, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed." Williamson County will not accept any Proposals after the submittal deadline, and shall return such Proposals unopened to the Respondent. The County will not accept any responsibility for Proposals being delivered by third party carriers.

Proposals will be opened publicly; however, in a manner to avoid public disclosure of contents, only names of Respondents will be read aloud: no pricing will be announced at the opening.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Respondents are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this RFP.

General requirements apply to all advertised RFPs; however, these may be superseded, in whole or in part, by the proposal specifications, Addenda and modifications issued as a part of this RFP. Be sure your Proposal package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS RFP

If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, the Respondent shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Respondent fails to notify the County prior to the date and time fixed for submission of Proposals of an error or ambiguity in the RFP known to the Respondent, or an error or ambiguity that reasonably should have been known to the Respondent, then the Respondent shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Respondents in receipt of this RFP shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals.

3.4 SIGNATURE OF RESPONDENT

A Transmittal Letter, which shall be considered an integral part of the Proposal as stated in Section 2.3, Transmittal Letter, shall be signed by an individual who is authorized to bind the Respondent contractually.

- A. If the Respondent is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.
- B. If the Respondent is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.
- C. If the Respondent is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.
- D. If the Respondent is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.
- E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited

Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

If the Respondent operates business under an Assumed Business Name, the Respondent must have file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same prior to contract award.

3.6 ECONOMY OF PRESENTATION

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

3.7 REJECTION OR ACCEPTANCE

It is understood that the Commissioners Court of Williamson county, Texas, reserves the right to accept or reject any and/or all proposals for any or all materials and/or services covered in the RFP, and to waive informalities or defects in the proposal or to accept such proposal it shall deem to be in the best interest of Williamson County.

3.8 PROPOSAL OBLIGATION

The contents of the RFP, Proposal, and any clarification thereof submitted by the Successful Respondent shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

3.9 COMPLIANCE WITH RFP SPECIFICATIONS

It is intended that this RFP describe the requirements and the Proposal format in sufficient detail to secure comparable Proposal. Failure to comply with all provisions of the RFP may, at the sole discretion of the County, result in disqualification.

3.10 EVALUATION

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of award to the best evaluated Respondent. This information may be appended to the Proposal evaluation process results. Information on a Respondent from reliable sources, and not within the Respondent Proposal, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source. The County reserves the right to conduct written and/or oral discussions/interviews after the Proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of the County.

3.11 WITHDRAWAL OF PROPOSAL

The Respondent may withdraw its Proposal by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Respondent, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Respondent may submit a new Proposal prior to the deadline. Alterations of the Proposal in any

manner will not be considered if submitted after the deadline. Withdrawal of a Proposal after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.12 RESPONSIBILITY

It is expected that a Respondent will be able to affirmatively demonstrate responsibility. A prospective Respondent should be able to meet the following requirements:

- A. Have adequate financial resources, or the ability to obtain such resources as required;
- B. Be able to comply with the required or proposed delivery schedule;
- C. Have a satisfactory record of performance that can be determined thru references provided; and
- D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Respondent ability to meet these minimum standards listed above.

3.13 PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Respondent for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.14 SILENCE OF SPECIFICATIONS

The apparent silence of any RFP specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.15 REFERENCES

Respondents shall furnish a list of contracts where similar responsibilities and goods and/or services have been required and/or performed for the past five (5) years, to include names, titles, phone numbers and email addresses of reference contacts, contract numbers and dates of performance.

Also, Respondents shall include a list of any contracts that have been cancelled or terminated within the last five (5) years, along with an explanation of the cancellation and the names, email address and phone number of a reference person with that institution.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References should be provided in accordance with this RFP. Proposal may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

The Respondent hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this RFP, the Contract and any Ensuing Agreement(s), shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this RFP, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this RFP, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

- A. The Contract shall be derived from the RFP and its Addenda (if applicable), and the Respondent Proposal. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:
 - 1. The RFP and its Addenda (if applicable); and
 - 2. The Respondent's Proposal.
- B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the RFP and its Addenda (if applicable), and the Respondent's Proposal, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:
 - 1. The terms and conditions of the Ensuing Agreement;
 - 2. The RFP and its Addenda; and
 - 3. The Respondent's Proposal.

4.3 OWNERSHIP OF PROPOSAL

Each Proposal shall become the property of the County upon submittal and will not be returned to Respondents unless received after the submittal deadline.

4.4 DISQUALIFICATION OF RESPONDENT

Upon signing and submittal of the Proposal, a Respondent offering to sell supplies, materials, services, or equipment to the County, certifies that the Respondent has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged such line of business. Any or all Proposals may be rejected if the County believes that collusion exists among the Respondents.

4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Respondents understand and agree that the County's payment of

amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Respondent may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Williamson County the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the RFP, but are necessary to provide the functional capabilities described by the Respondent, shall be implied and deemed to be included in the Proposal.

4.8 TERMINATION

- A. Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Respondent breaches any of the Proposal specifications, terms and conditions, including warranties of the Respondent, if any, or if the Successful Respondent becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.
- B. Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Respondent. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Respondent for goods, commodities and/or services provided, and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County's termination for convenience.

4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Respondent shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Respondent fails to meet pursuant to the requirements set out herein. In the event the Successful Respondent refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Respondent.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Respondent does not desire proprietary information in the Proposal to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Respondent, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Respondent.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this RFP or in the Respondent's Proposal is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

The Successful Respondent agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the services to be performed, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Successful Respondent, which are directly pertinent to the services to be performed or goods to delivered for the purposes of making audits, examinations, excerpts and transcriptions. The Successful Respondent agrees that the County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give the Successful Respondent reasonable advance notice of intended audits.

4.12 TESTING AND INSPECTIONS

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this RFP, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Respondent to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

4.13 PROPOSAL PREPARATION COSTS

The cost of developing Proposals is the sole responsibility of the Respondents and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Respondents for any expense incurred in preparing a Proposal in response to this RFP and the County will not reimburse the Respondents for such expenses.

4.14 INDEMNIFICATION

The Successful Respondent shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Respondent, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Respondent or any of the Respondent's agents, servants or employees, as well as all claims of loss or damage to the Respondent's and the County's property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Respondent arising from any act of any third party, including, but not limited to, theft. The Successful Respondent further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Respondent's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Respondent shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15th) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Respondent in the defense of each matter. The Successful Respondent's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Respondent shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Respondent are not an issue in the matter.

The Successful Respondent's indemnification shall cover, and the Successful Respondent agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Respondent to perform the work described in this request. The provision by the Successful Respondent of insurance shall not limit the liability of the Successful Respondent under the Contract and/or any Ensuing Agreement(s).

4.15 WAIVER OF SUBROGATION

The Successful Respondent and the Successful Respondent's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Respondent's performance under this Contract and any Ensuing Agreement(s).

4.16 RELATIONSHIP OF THE PARTIES

The Successful Respondent shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Respondent as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Respondent shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Respondent's means, methods or

details pertaining to the Successful Respondent's performance of the work. The County and the Successful Respondent hereby agree and declare that the Successful Respondent is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Respondent is not an employee of the County, and that the Successful Respondent and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

4.17 SOLE PROVIDER

The Successful Respondent agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

4.18 FORCE MAJEURE

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

4.19 SEVERABILITY

If any provision of this RFP, the Contract or any Ensuing Agreement(s) shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire RFP, Contract or any Ensuing Agreement(s) will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this RFP, the Contract or any Ensuing Agreement(s) is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this RFP, the Contract or any Ensuing Agreement(s) and be deemed to be validated and enforceable.

4.20 EQUAL OPPORTUNITY

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

4.21 NOTICE

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County: Williamson County Purchasing Department
Attn: Purchasing Agent
901 South Austin Avenue
Georgetown, Texas 78626

The Respondent: Address set out in Respondent's Transmittal Letter

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

4.22 SALES AND USE TAX EXEMPTION

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

4.23 COMPLIANCE WITH LAWS

The County and the Successful Respondent shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Respondent shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

4.25 NO WAIVER OF IMMUNITIES

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to the County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

4.26 NO WAIVER

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this RFP, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

4.27 CURRENT REVENUES

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to the Successful Respondent at the end of its then-current fiscal year.

4.28 BINDING EFFECT

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

4.29 ASSIGNMENT

The Successful Respondent's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

4.30 SAFETY

The Successful Respondent is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

4.31 GENERAL OBLIGATIONS AND RELIANCE

The Successful Respondent shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Respondent shall keep the County informed of the progress and quality the services. The Successful Respondent agrees and acknowledges that the County is relying on the Successful Respondent's represented expertise and ability to provide the goods and/or services described herein. The Successful Respondent agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County in accordance with the County's requirements and procedures. The Successful Respondent's duties, as set forth herein, shall at no time be in any way diminished by reason of any approval by the County, nor shall the Successful Respondent be released from any liability reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Respondent's skill and knowledge in performing the services and providing any goods required hereunder.

4.32 CONTRACTUAL DEVELOPMENT

The Commissioners Court may award the Contract on the basis of the initial Proposals received, without any further or additional discussions. Therefore, each initial Proposal should contain the Respondent best terms and offer. The contents of the RFP and the selected Proposal will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Respondent must agree to inclusion in an Ensuing Agreement of Proposal specifications, terms and conditions of this RFP. Williamson County may, at its discretion, opt to conduct further discussions with responsible offerors and request the highest ranked firm's Best and Final Offer (BAFO).

4.33 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Respondent and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Respondent and the County.

4.34 SURVIVABILITY

All applicable agreements that were entered into between the Successful Respondent and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Respondent no later than ten (10) calendar days of the Contract expiration, this clause for emergency cases only.

4.35 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

- A. The date the County receives the goods under the Contract;
- B. The date the performance of the service under the Contract is completed; or
- C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by the Successful Respondent, the County shall notify the Successful Respondent of the error not later than the twenty-first (21st) day after the date the County receives the invoice. If the error is resolved in favor of the Successful Respondent, the Successful Respondent shall be entitled to receive interest on the unpaid balance of the invoice submitted by the Successful Respondent beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, the Successful Respondent shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by the Texas Government Code, Chapter 2251, if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

- A. Name, address, and telephone number of the Successful Respondent and similar information in the event the payment is to be made to a different address.
- B. The County Contract, Purchase Order.
- C. Identification of items or service as outlined in the Contract.
- D. Quantity or quantities, applicable unit prices, total prices and total amount.
- E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.36 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The RFP and the Respondent's Proposal, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Respondent and the County. The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal.

4.37 LEGAL LIABILITY INFORMATION

The Successful Respondent shall disclose all legal liability information by listing any pending litigation anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Commissioners Court.

4.38 CONFIDENTIALITY

Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

4.39 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Proposal submission deadline, the Proposal closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Respondents interested in the project to extend the deadline. It will be the responsibility of the Respondent to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

4.40 AIR QUALITY

In determining the overall best Proposal, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Proposals and give preference to goods and/or services of Respondent that demonstrates that the Respondent meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating anticipated air quality impact. All Respondents are expected to meet all mandated state and federal air quality standards.

4.41 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this RFP, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this RFP is subject to a properly authorized Purchasing Cooperative Inter-local Agreement (ILA) with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

4.42 CONFIDENTIALITY

The Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.