

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

March 21, 2016

Request for Statements of Qualification (RFQ 16-005/JW)
Engineering Services for Jefferson County Sheriff's Department Hangar
at Jack Brooks Regional Airport

Dear Vendors:

You are invited to submit a statement of qualifications in accordance with the attached document, RFQ 16-005/JW. Jefferson County is requesting statements of qualifications from qualified Engineering Firms that are registered in the State of Texas to carry out the approved activities.

All interested individuals and firms should obtain a "Request for Qualifications" packet from the Jefferson County website at: http://www.co.jefferson.tx.us/Purchasing/main.htm

All submittals shall be evaluated by a Review/Selection Committee. The Review/Selection Committee will evaluate submissions to this request and select the firm most qualified, responsive and experienced.

All responses shall be submitted with an original and three (3) copies, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 am CDT, Tuesday, April 19, 2016. Jefferson County does not accept responses submitted electronically. Responses will be publicly opened and the names of responding firms will be read aloud in the Jefferson County Engineering Department Conference Room, 1149 Pearl Street, 5th Floor, Beaumont, Texas 77701 at the time and date below. Statements of Qualifications received after that time will be considered late and will be returned unopened. Inquiries shall be directed in writing to: Jamey West, Assistant Purchasing Agent via e-mail at: jwest@co.jefferson.tx.us.

REQUEST NAME: Engineering Services for Jefferson County Sheriff's Department Hangar

at Jack Brooks Regional Airport

REQUEST NO.: RFQ 16-005/JW

DUE DATE/TIME: 11:00 am CDT, Tuesday, April 19, 2016

MAIL OR DELIVER TO: Jefferson County Purchasing Department

1149 Pearl Street, 1st Floor Beaumont, TX 77701

Jefferson County encourages Disadvantaged Business Enterprises to participate in the qualifications submission process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

We look forward to your active participation in this solicitation.

Sincerely,

Deborah Classic

Deborah L. Clark, Purchasing Agent Jefferson County, Texas

Published: Beaumont Enterprise and Port Arthur News: March 23rd & March 30th, 2016

Request for Statements of Qualification (RFQ 16-005/JW) Engineering Services for Jefferson County Sheriff's Department Hangar at Jack Brooks Regional Airport

Section 1. Introduction and Purpose:

Jefferson County is requesting statements of qualifications and experience from all interested Engineering Firms desiring to provide professional engineering services to include: surveying, civil/structural engineering, architectural, and MEP services to support the construction of a new hangar/storage building at the Jack Brooks Regional Airport adjacent to an existing county-owned hangar. The proposed building will be 60' X 100' and the eave height will match the existing structure.

Section 2. Procedure

Firms are encouraged to submit statements of qualifications and experience to the Jefferson County Purchasing Department. The responsible Jefferson County department head for this project will appoint a selection committee, which will evaluate responses and select, in order of preference, a short list of at least three firms. Responses will be ranked on the basis of demonstrated experience, competence, and qualifications. Fees, price, work hours, or any other cost information will not be considered in the development of the short list.

Jefferson County will then enter into negotiations with the highest qualified firm. The negotiations will first establish the scope, terms and conditions, and time limits for the proposed contract. Once agreement is reached between Jefferson County and the selected firm, the County will request a fee proposal from the firm. If agreement is reached, the County will retain the firm and enter into a written contract with that firm. If an agreement cannot be negotiated with the selected firm, the County will then enter into negotiations with the next most qualified firm. This procedure will continue until agreement is reached and a contract is produced. If the County cannot negotiate an agreement, the procedure will be terminated.

Section 3. Selection Committee

Because of the diversity of the departments and activities of the County, the responsible department head will appoint the selection committee for this project. Typically, the committee will consist of at least one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department requesting the project, or the department executing the project. However, this structure is not binding. Other members may be appointed as necessary and appropriate, but the total number of persons on the selection committee shall not exceed four (4) persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project, in order to assist the committee in developing a list of firms that might best accomplish the work required.

Section 4. Engineering Firm's Services

A. A description of services that may be utilized under this RFQ includes:

1. Surveying Services:

- Site and topographic survey to locate building within the facility and establish final floor elevation
- Location of below grade utilities and storm drainage piping identified by the airport to possibly cause interference (please note that no relocation of piping will be considered at this time)
- Provide physical measurements to determine the eave height of the existing adjacent hangar in order to match eave heights

2. Civil Engineering Services:

- Design of pre-engineered metal building foundation based on column reactions (to be provided by the County)
- Development of project specification package including building plan and specification
- Development of final grading plan to provide positive drainage away from the structure and directed to existing drainage path

3. Architectural Services:

Layout of small office area and restrooms within the building

4. MEP Services:

- Construction drawing and specification development production for heating/cooling requirements of office and restroom facilities
- Construction drawing and specification package development for electrical service and base branch circuits required within the structure. This will also include coordination services with the airport and utility provided
- Construction drawing and specification package development for water and sanitary sewer requirements within the structure along with coordination with the airport and utilities provider
- **5.** <u>Geotechnical Services and Foundation Design Parameters</u>: Are <u>not included</u> in the RFQ. The County will provide geotechnical data and foundation design parameters for the adjacent facilities on site.
- 6. Construction Management Services: Are not included in this RFQ.
- 7. <u>Deliverables</u>: The awarded Engineering Firm's deliverables shall include a complete set of construction documents (signed and sealed by a licensed engineer in the State of Texas) for all items included in the in the scope of work as outlined in this RFQ.
- **8. Subcontracting**: No subcontracting will be allowed under this RFQ.

Section 5. Laws and Regulations

A. The Engineering Firm awarded services under this RFQ must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

Section 6. Insurance

The contractor (including any and all subcontractors as defined in Section 7.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents.

Contractor shall furnish Jefferson County with Certificate of Insurance <u>naming Jefferson County</u> as additional insured.

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

Minimum Insurance Requirements

Public Liability \$1,000,000.00 Excess Liability \$1,000,000.00

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

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants) Builder's Risk Policy: Structural Coverage for Construction Projects Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation

Statutory Coverage (see attached)

Section 7. Workers' Compensation Insurance

7.1 Definitions:

- 7.1.1 **Certificate of coverage ("Certificate")** A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- 7.1.2 **Duration of the project** Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
- 7.1.3 Persons providing services on the project ("subcontractor") in article 406.096 Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 7.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- 7.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract refer to Section 6 above.
- 7.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

- 7.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 7.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 7.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 7.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 7.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 7.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 7.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - 7.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - 7.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - 7.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - 7.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 7.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 7.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
 - 7.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 7.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 7.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 7.1
 7.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 7.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 7.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Section 8. Qualifications Statement Requirements

Firms desiring to be considered for Engineering Services as described in this RFQ are required to submit a Statement of Qualifications and Experience in order to be considered. Only firms with statements on file with the County will be evaluated. The statement should contain, as a minimum, the following:

- 1. Name of the firm wishing to contract with the County.
- Firm's local address.
- 3. Firm's corporate or main office address.
- 4. Number of years the firm has been in business.
- 5. Names, qualifications, and experience of professional staff who would be assigned to Jefferson County.
- 6. Firm's organization chart.
- 7. Biographies or resumes, including home office location and other relevant information, for each key staff member likely to be assigned to a project.
- 8. Names, titles, address, and telephone numbers of persons who are authorized to negotiate for and contractually bind the firm. One of these persons should sign the response. A contact must be named for addressing questions generated during the evaluation process.
- 9. A description of representative work accomplished for all jobs within the past five (5) years.
- 10. Provide a detailed summary of the firm's experience in providing the kinds of services specified in this RFQ to governmental entities.
- 11. Describe reasons why the firm would be uniquely qualified to provide Engineering Services to Jefferson County.
- 12. Describe any unique services offered by your firm.
- 13. A list of references, other than Jefferson County, who have contracted the types of work the firm, is offering to perform. A reference form is included on Page 8 of this package.

Section 9. Additional Information

1. Provide a listing of all current litigation(s), outstanding judgements and liens affecting the firm.

Section 10. Terms and Conditions

- 1. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
- Any agreement or contract resulting from this RFQ shall be on forms approved by Jefferson County and shall contain, at minimum, applicable provisions of this document. Jefferson County reserves the right to reject any agreement that does not conform to this document and any County requirements and contracts.
- 3. The Engineering Firm shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.
- 4. No reports, information, or data given to or prepared by the Engineering Firm under contract shall be made available to any individual or organization by the Engineering Firm without the prior written approval of the County.

5. Vendor Registration: SAM (System for Award Management).

Vendors doing business with Jefferson County are <u>required</u> to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site.

Entities may register at no cost directly from the SAM website at: https://www.sam.gov

Respondents are strongly encouraged to review their firm's SAM (System for Award Management) status <u>prior to Qualifications Submission.</u>

6. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires <u>all awarded vendors</u> to complete a Certificate of Interested Parties (FORM 1295) at time of notification of award. <u>Awarded Vendors</u> (for contracts under this RFQ) must visit the TEC website link below, enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

At the time of award, the Jefferson County Purchasing Department will submit a request to the Awarded Vendor (for a contract under this RFQ) to both:

- 1. Submit FORM 1295 online via the Texas Ethics Commission website link below.
- 2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Vendor and <u>notarized</u> to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf-info-form1295.htm

7. Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

Section 12. Rating Criteria

The committee selected for a specific project will select a firm or firms for the work required. Firms will be evaluated using the following criteria.

- a. Firm's Capability to Provide the Services 40%
- b. Performance/References 30 %
- c. Experience on Similar Projects 20 %
- d. Staff Qualifications 10 %

Section 13. <u>Submission Requirements</u>

One original and three (3) hard copies, of the qualifications statements shall be mailed or delivered to:

Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, TX 77701 Attn: Deborah L. Clark, Jefferson County Purchasing Agent

All submissions must be received by 11:00 am CDT, Tuesday, April 19, 2016.

Late submissions will not be accepted.

Please direct questions to Jamey West, Assistant Purchasing Agent at 409-835-8593 phone or e-mail at: jwest@co.jefferson.tx.us.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE		
Government/Company Name:		
Address:		
Contact Person and Title:		
Phone:	Fax:	
	Scope of Work:	
REFERENCE TWO		
Government/Company Name:		
Address:		
.		
Phone:	Fax:	
Contract Period:	Scope of Work:	
REFERENCE THREE		
Government/Company Name:		
Address:		
Contact Dorson and Title:		
Phone:	Fax:	
Contract Period:	Soons of Works	

Respondent Shall Return Completed Form with Offer.

Signature Page

By submitting a response to this solicitation, the undersigned certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal/qualifications submission and time of award, the undersigned will notify the Jefferson County Purchasing Agent. Failure to do so may result in terminating a contract for default.

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

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

Respondent Shall Return Completed Form with Offer.

Respondent's Certification

I have carefully examined the Request for Statements of Qualifications, Scope of Services Background, and any other documents accompanying or made a part of this Request for Qualifications.

I hereby propose to furnish the goods or services specified in the Request for Qualifications. I agree that my proposal will remain firm for a period of up to 120 days in order to allow the County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS	
BY:	Sworn to and subscribed before me thisday of
SIGNATURE	, 2016
NAME & TITLE, TYPED OR PRINTED	
MAIL INC. ADDDESO	Notary Public
MAILING ADDRESS	State of
CITY, STATE, ZIP CODE	My Commission Expires:
() TELEPHONE NUMBER	

Respondent Shall Return Completed Form with Offer.