



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah L. Clark, Purchasing Agent*

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

December 18, 2017

**Request for Statements of Qualification (RFQ 17-051/YS)**  
**Professional Services for Hazard Mitigation Assistance, Grant Application Development, Administration, and Project Management for Jefferson County in Response to Hurricane Harvey**

Dear Vendors:

You are invited to submit a statement of qualifications in accordance with RFQ 17-051/YS, Professional Services for Hazard Mitigation Assistance, Grant Application, Development, Administration, and Project Management for Jefferson County in Response to Hurricane Harvey. Jefferson County is requesting statements of qualifications from Hazard Mitigation Assistance firms.

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.

Responses are to be sealed and addressed to the Purchasing Agent with the request for qualifications number and name marked on the outside of the envelope or box. All responses shall be submitted with one (1) original and four (4) copies, and one (1) electronic version on a USB drive in PDF format to the Jefferson County Purchasing Department, 1149 Pearl Street, 1<sup>st</sup> Floor, Beaumont, Texas 77701, no later than 11:00 am CDT, Tuesday, January 30, 2018. 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 Commissioners' Courtroom 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 to Yea-Mei Sauer, Contract Specialist, [ysauer@co.jefferson.tx.us](mailto:ysauer@co.jefferson.tx.us).

**REQUEST NAME:** Professional Services for Hazard Mitigation Assistance, Grant Application, Development, Administration, and Project Management for Jefferson County in Response to Hurricane Harvey

**REQUEST NO. :** RFQ 17-051/YS

**DUE DATE/TIME:** 11:00 am CDT, Tuesday, January 30, 2018

**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> 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 L. Clark, Purchasing Agent  
Jefferson County, Texas

# **Request for Statements of Qualification (RFQ 17-051/YS) Professional Services for Hazard Mitigation Assistance, Grant Application, Development, Administration, and Project Management for Jefferson County in Response to Hurricane Harvey**

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## **Section 1. Introduction and Purpose:**

Jefferson County is requesting statements of qualifications and experience from all interested Hazard Mitigation Assistance firms desiring to provide professional hazard mitigation assistance services for the County as the need for these services arises in response to Hurricane Harvey. The range of services to provide will be broad and will involve hazard mitigation assistance, grant application, development, administration, and project management. This RFQ will be utilized to engage firms for future, undefined projects, and an indefinite quantity of hazard mitigation assistance services as need arises.

Work provided by the firms under this RFQ will be negotiated at work order basis. A contract will be signed for individual projects, depending on the type of project and cost of the work. Fee limits for Application Development, General Grant Administration and Per Parcel Project Management Services to be established by grant award. The firm hired shall ensure the County's contractual obligations are met in accordance with Federal and State law.

## **Section 2. Procedure**

Firms are encouraged to submit statements of qualifications and experience to be kept on file in the Jefferson County Purchasing Department. For a given project, the Purchasing Agent 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 it. 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 Purchasing Agent will appoint the selection committee for a given project. The Purchasing Agent will appoint a chairperson and no less than two (2) other members for the committee. 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 RFQ 17-051/YS, Professional Services for Hazard Mitigation Assistance, Grant Application, Development, Administration, and Project Management for Jefferson County in Response to Hurricane Harvey

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. Committee membership and project requirements will vary from project to project; therefore, a firm rated number one for one project could very well not even be rated for another.

## **Section 4. Hazard Mitigation Assistance Firm's Services**

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

The Consultant(s) shall:

- Have experience in project management of all aspects of Hazard Mitigation Assistance Grant Programs and Hazard Mitigation Assistance Grant Programs
- Have experience in adherence to federal standards outlined in 2 CFR Part 200
- Have experience in developing HMA grant applications that were awarded by FEMA

**B.** Project Overview

Scope of Work: The services to be performed under this project shall include but not limited to:

### **Grant Application Development**

- Develop and implement local criteria to prioritize applicants
- Coordinate and Conduct public meetings to solicit homeowners to volunteer to participate in grant programs
- Respond to verbal, email and written inquiries from the public regarding participation in grant programs
- Collect homeowner information as needed to facilitate development of grant application for home elevation, acquisition/demolition, and/or mitigation/reconstruction (aka demo/rebuild)
- Identify and evaluate candidate projects suitable for grant funding
- Complete project scope of work, cost estimate, schedule and justifications and all other elements of grant application
- Complete Benefit Cost Analysis calculations per FEMA guidance for properties to be included in grant application
- Conduct review and analysis of FEMA and other data to validate property classification and cost estimates.
- Provide written overview of drainage project evaluations to include list of data needs
- Conduct water surface reduction analysis for potential drainage project areas
- Provide written report summarizing results of water surface reduction analysis with estimated benefit calculations for each reduction scenario
- Complete Benefit Cost Analysis per FEMA's Guidance for candidate drainage projects
- Provide recommendation to Jefferson County of which properties or drainage projects to include in grant application based on HMA guidance and Benefit Cost Analysis calculations
- Assist Jefferson County with execution of required certifications and other documents
- Assist Jefferson County with the completion and submittal of grant applications
- Respond to any State or FEMA requests for information post-application submittal

### **General Grant Administration**

- Fully administer all aspects of HMA grants according to any contractual agreement with Texas Water Development Board, Texas Department of Emergency Management, other State Agencies and FEMA
- Report to local officials on progress of grant applications and projects
- Prepare required reports to the State
- Prepare requests for payment from the County to the property owners or contractor

- Prepare requests for advances or reimbursements from the County to the State
- Assist the County in evaluating options for the procurement of qualified contractors in accordance with 2 CFR Part 200 and State of Texas procurement standards
- Assist the County in developing an agreement between the County and the Homeowners that pass along the relevant terms of the grant; This agreement will also establish Homeowner obligations that must be followed during the grant project
- Coordination of inspection, structure requirement and bid/contract process for project contractor procurement
- Coordinate and facilitate meetings with Homeowners to outline the project's scope of work requirements; Work closely with the Homeowners throughout the duration of the project and respond to their questions in a timely manner
- Prepare reconciliation with State on all grant funds
- Prepare all reports and forms required for grant closeout
- Participate in any review or audit of grant by TDEM, TWDB, FEMA or their assignee and address any questions, findings or deficiencies noted.

### **Per Parcel Project Management Services for Home Elevation**

- Meet with homeowners to overview/explain the process and detail the owner's and the elevation contractor's responsibilities
- Provide an overview of the budget the Homeowners must stay within for their individual project; This data will come from the grant award documents
- Manage budget to ensure that all projects are completed with the available Federal funding
- Assist the County in ensuring that the project contract specifications meet the FEMA grant requirements
- Develop process to ensure that construction is performed in compliance with engineering specifications
- Ensure professional engineer reviews all construction specifications
- Solicit project contractors in accordance with Federal and State procurement standards
- Provide list of qualified project contractors and describe the process for selection, review and approval
- Ensure Homeowner selections are among the qualified contractors in the manner and method prescribed and supports the selections
- Prepare and present the mitigation offer; Review details of mitigation offer and have it signed by Homeowner
- Prepare and present Homeowner/County agreement for the project; This agreement will provide the details of homeowner responsibility for hiring the project contractor and will have language indemnifying the County and their contractors from liability associated with the project; Have homeowner sign the agreement
- Submit owner signed agreement to County for review and signature
- For Homeowners that have a local cost share, collect this cost share at the time of execution of the agreement between the County and Homeowner; Ensure these funds are deposited with the County in escrow accounts
- Facilitate payments to contractors from the County
- Meet with each Homeowner and review and concur with project contractor; Confirm bid is within grant limits and detail any/all costs that will not be reimbursable under the grant
- Review work schedules and specifications to ensure that the project is completed in a timely manner and in compliance with the terms of the grant; If problems are encountered, the contractor will seek resolution from the County and the State
- Facilitate the establishment and recordation of FEMA required post project deed restrictions.
- Ancillary services that may be necessary to satisfactorily complete the above-listed scope of work categories include: ongoing document preparation, ongoing coordination of grant and local match funds, creation and submittal of grant payment requests to state agency, technical assistance and advice, coordination and liaison services, assistance with project modifications and amendments.

**Per Parcel Project Management Services for Home Acquisition/Demolition** - For each parcel that is approved for acquisition, the consultant will perform the following services:

- Review and Oversight of Title Company Activities. The Contractor will ensure that the Title Company activities are performed in a timely manner and in accordance with the terms of the contract.
- Review and Oversight of Appraisal Firm. The Contractor will ensure that the appraisals are completed in a timely manner and in compliance with the Uniform Standards for Professional Appraisal Practices (USPAP) and Grant agency requirements.
- Develop Data for Determining Compensation. Information provided by the community will be reviewed and an amount of compensation for each parcel will be recommended. The Contractor will analyze the appraisal and/or community information to extract the needed information for the preparation of the Statement of Determination of Compensation and Offer to Sell Real Property. Duplication of Benefits information will be reviewed and proper deductions from value will be made. Note: Duplication of Benefits data will be provided by the Community.
- Prepare Contract for Sale. Utilizing the data developed or obtained in Tasks above, Contractor will prepare the voluntary offer documents. This will be provided to Jefferson County for review and approval prior to presentation to the owner.
- Meet with Owners. Each parcel owner will be scheduled for a meeting at which time the letter from Jefferson County explaining the acquisition process and the owner's rights and options will be reviewed. The offer documents will also be explained to each parcel owner. If duplication of benefits deductions are made and the owner has documentation to support a revision to the deductions or to support a reimbursement, appropriate adjustments will be made. The meetings will be conducted in facilities provided by Jefferson County. Following this meeting, the offer to sell will be presented to the owner by the County's authorized representative.
- Deeds. The Contractor will provide the Title Company a sample Deed for each parcel in a form that meets the requirements of the FEMA Section 404 program and/or the appropriate Grant agency. The Deed will be suitable for recording with the Recorder of Deeds in the appropriate County and will have the appropriate deed restrictions as directed by FEMA and/or the Grant agency.
- Oversee and Coordinate Settlements. The title company will be responsible for scheduling closing with each parcel owner and for the preparation of all documents necessary for closing. These activities will be monitored by Contractor to ensure that they are performed in a timely manner and that all matters are properly coordinated. A listing will be prepared and provided to the Client prior to each closing which identifies the amount needed for disbursement by the title company at the closing. The listing will identify each parcel by parcel number, owner name, address of property and amount of compensation. The client will be advised to deposit the needed funds in the Title Company escrow prior to closing.
- Prepare and Maintain Hard Copy Case Files. A hard copy case file for each parcel purchased will be prepared and submitted to the client.

### C. Special Provisions

1. Quiet Period - Neither Consultant(s) nor any person acting on Consultant's behalf shall attempt to influence the outcome of the selection or award by the offer, presentation, or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the County, their families, or staff members. Upon issuance of the solicitation through the pre-award phase and up to the award, aside from Consultant's formal response to the solicitation and written requests for clarification during the period officially designated for such purpose by the County representative, neither Consultant(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the County, their families, or staff through written or oral means in an attempt to persuade or influence the outcome of the award, or to obtain or deliver information

intended to or which could reasonably result in an advantage to any Consultant. However, nothing in this paragraph shall prevent a Consultant from making public statements to the Jefferson County Commissioners Court convened for a regularly scheduled session after the official selection has been made and the award placed on the Jefferson County Commissioners Court agenda for action or to a Commissioners Court committee convened to discuss a recommendation regarding the solicitation.

2. Protest - All protests shall comply with the County's Administrative Policy

3. Solicitation Contact Person - All inquiries regarding the solicitation administration are to be directed to: Yea-Mei Sauer, Contract Specialist, [ysauer@co.jefferson.tx.us](mailto:ysauer@co.jefferson.tx.us). Request for additional information and questions should be emailed no later than January 15, 2018. The County shall provide written response to all questions received in writing before the submittal deadline.

4. Rights of the County - In connection with this procurement process, including the receipt and evaluation of SOQs and selection, the County reserves to itself (at its sole discretion) all rights available to it under applicable law and this RFQ, including, without limitation, the right to:

- Cancel, withdraw, postpone, or extend this RFQ, in whole or in part, at any time, without incurring any obligations or liabilities.
- Modify the procurement schedule.
- Issue a new RFQ or re-advertise and/or re-solicit the requirements set forth in this RFQ at any time.
- Reject all SOQs received at any time.
- Waive non-material deficiencies, informalities, and irregularities in a SOQ.
- Amend or modify this RFQ through issuance of an Addendum at any time prior to the Submittal Date.
- Suspend or terminate the procurement process or terminate evaluations of SOQs received.
- Permit clarifications to data submitted with any SOQ.
- Seek or obtain, from any source, data, or information that has the potential to improve the understanding and evaluation of the each SOQ.
- Seek clarification, verbally or in writing, to fully understand information provided in the SOQ and to help evaluate.
- Seek clarification, verbally or in writing, to fully clarify any ambiguities discovered during the procurement process.
- Disqualify any submittal that does not comply with the requirements of the RFQ.
- Reject a SOQ containing exceptions, additions, qualifications or conditions not called for in the RFQ or otherwise not acceptable to the County.
- Conduct an independent investigation of any information, including prior experience, identified in a SOQ by contacting project references, visiting referenced facilities, accessing public information, contacting independent parties, or any other means.

The foregoing reserved rights are in addition to and will not serve to limit any other rights of the County set forth in this RFQ. Notwithstanding any reservation of rights, the County is under no obligation to exercise such rights.

5. Withdrawal of Submittal - Consultant may withdraw a Submittal by providing a written request, duly executed by an authorized representative, and delivered to Jefferson County at any time prior to the Submittal Deadline. Individuals making the withdrawal will be required to provide evidence of serving as an authorized representative of the Consultant. After the Submittal Deadline, SOQs shall not be withdrawn or modified except to the extent agreed to by the County.

## Section 5. Laws and Regulations

A. The Hazard Mitigation Assistance Firm(s) 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 naming Jefferson County as additional insured.

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

### Minimum Insurance Requirements

Professional Liability (or Equivalent Errors & Omissions Liability Policy)	\$1,000,000.00
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Public Liability	\$1,000,000.00
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Excess Liability	\$1,000,000.00
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Property Insurance (policy below that is applicable to this project):

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation

Statutory Coverage (See Section 7 Below)

## 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 Hazard Mitigation Assistance services for Jefferson County are required to submit a Statement of Qualifications and Experience in order to be considered for contracts under this procedure. Only firms with statements on file with the County will be evaluated. The statement should contain, as a minimum, the following:

The SOQ must include the following information in the order listed:

- Part 1 Cover Letter/ Executive Summary
- Part 2 Content of Qualification
- Specific technical capabilities of the firm(s) for the project - Demonstrated experience that the Project Team has the ability to successfully complete the Tasks listed in the Scope of Work.
- Prior demonstrated experience in accomplishing similar projects
- Demonstrated ability to meet Schedule– Demonstration that the Consultant can meet the Project schedule and that the Consultant has efficient and effective means in place to manage the progress of the Project.
- Project Approach
- Detailed proposed plan of action, including but not limited to strategy, understanding of the scope, technical requirements, and quality assurance control measures. Specifically describe (a) control of scope to manage work and processes to meet the Project Schedule; (b) manage risks; and (c) manage the budget.
- Identification and qualifications of employees/sub consultant(s) proposed to be assigned on the projects
- Demonstrated knowledge of local conditions; especially knowledge relevant to scope
- Appendix A – Primary Team Resumes
- Appendix B – Team Organization Chart (including sub-consultants)
- 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 17 of this package.

Respondents are advised to carefully review all the requirements and submit all documents and information as indicated in this RFQ. Incomplete submittals may lead to being deemed non-responsive. Non-responsive submittals will not be considered.

## **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 respondents.
2. 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 Hazard Mitigation Assistance 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 Hazard Mitigation Assistance firm under contract shall be made available to any individual or organization by the Hazard Mitigation Assistance firm without the prior written approval of the County.

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

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

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

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

#### **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 **all awarded vendors** to complete a Certificate of Interested Parties (FORM 1295) at time of notification of award. **Awarded Vendors** (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 notarized 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](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.

#### **8. Federal Emergency Management Agency (FEMA) Mandated Contract Clauses**

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

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

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor’s breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

RFQ 17-051/YS, Professional Services for Hazard Mitigation Assistance, Grant Application, Development, Administration, and Project Management for Jefferson County in Response to Hurricane Harvey

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

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

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

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

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

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of

September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

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

If applicable to the work and services performed by CONTRACTOR under the parties’ AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland “Anti-Kickback” Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties’ AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

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

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (I) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (I) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

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

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

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

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

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

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

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

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in

addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

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

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

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

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (b) Meeting contract performance requirements; or
- (c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>.

The list of EPA-designate items is available at <http://www.epa.gov/cpg/products/htm>.

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

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

#### **M. ACCESS TO RECORDS**

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

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

## **N. SEAL, LOGO AND FLAGS**

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

## **O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS**

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

## **P. NO OBLIGATION BY FEDERAL GOVERNMENT**

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

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

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

**9. Contract Duration:** The contract duration will be three (3) years with a possible of two (2) one (1) year extensions.

## **Section 11. 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 12. Submission Requirements**

Respondents are responsible for submitting:

- One (1) *original* response copy to include a completed copy of this specifications packet, in its entirety as well as one (1) electronic version on an USB thumb drive (in PDF form)
- Five (5) numbered response *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with response submission and any other documentation requested within these specifications.

Additionally, Respondent must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

<http://www.co.jefferson.tx.us/purchasing/main.htm>

RFQ 17-051/YS, Professional Services for Hazard Mitigation Assistance, Grant Application, Development, Administration, and Project Management for Jefferson County in Response to Hurricane Harvey



**Responses shall be mailed or delivered to:**

Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, TX 77701

**All submissions must be received by 11:00 am CDT, Tuesday, January 30, 2018.**

Jefferson County will not accept any submissions received after the stated time and date, and shall return such submissions unopened to the Respondent.

Jefferson County will not accept any responsibility for submissions being delivered by third party carriers.

**Submissions shall be tightly sealed in an opaque envelope or box and plainly marked with the RFQ Number, RFQ Name, RFQ Due Date, and the Respondent’s Name and Address; and shall be addressed to the Purchasing Agent.**

The County requests that response submissions NOT be bound by staples or glued spines.

Submissions will be opened publicly in a manner to avoid public disclosure of contents/however only the names of Respondents will be read aloud.

Please direct questions to Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us.

Courthouse Security: Respondents are advised that all visitors to the Courthouse must pass through Security. Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

**County Holidays – 2017:**

January 16	Monday	Martin Luther King, Jr. Day
February 20	Monday	President’s Day
April 14	Friday	Good Friday
May 29	Monday	Memorial Day
July 4	Tuesday	Independence Day
September 4	Monday	Labor Day
November 10	Friday	Veteran’s Day
November 23 & 24	Thursday & Friday	Thanksgiving
December 25 & 26	Monday & Tuesday	Christmas
January 1, 2018	Monday	New Year’s
January 15, 2018	Monday	Martin Luther King, Jr. Day

**Submissions During Time of Inclement Weather, Disaster, or Emergency:**

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the bid closing will automatically be

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

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

## 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 OFFER.***

### REFERENCE ONE

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

### REFERENCE TWO

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

### REFERENCE THREE

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

**Respondent Shall Return Completed Form with Offer.**

## Signature Page

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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

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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  
this \_\_\_\_\_ day of  
\_\_\_\_\_, Year Here

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME & TITLE, TYPED OR PRINTED

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
MAILING ADDRESS

State of \_\_\_\_\_

\_\_\_\_\_  
CITY, STATE, ZIP CODE

My Commission Expires: \_\_\_\_\_

( ) \_\_\_\_\_  
TELEPHONE NUMBER

**Respondent Shall Return Completed Form with Offer.**