



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE Advertisement for Request for Proposal

December 1, 2020

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for Request for Proposal (RFP 20-054/JW), Wage and Compensation Study for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/>, or by calling 409-835-8593.**

Proposals are to be sealed and addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope or box. Offerors shall forward an original and five (5) hard copies of their proposal to the address shown below. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and only the firm name will be read aloud in the Jefferson County Engineering Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and maintains the confidentiality of the proposals during negotiations. Proposals will be open for public inspection after the award of the contract, except for trade secrets and confidential information. Offerors are invited to attend the sealed proposal opening.

PROPOSAL NAME: Wage and Compensation Study for Jefferson County
PROPOSAL NO: RFP 20-054/JW
DUE DATE/TIME: 11:00 AM CT, Wednesday, January 13, 2021
MAIL OR DELIVER TO: Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent at 409-835-8593 or jwest@co.jefferson.tx.us.

Jefferson County encourages Disadvantaged Business Enterprises to participate in the proposal 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.

All interested firms are invited to submit a proposal in accordance with the terms and conditions stated in this proposal.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

A handwritten signature in black ink that reads "Deborah Clark". The signature is written over a faint circular stamp that matches the Jefferson County seal.

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

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APPENDIX A	ATTACHED

Proposal Submissions:

Offeror is responsible for submitting:

One (1) original and (5) proposal copies; with all copies to include a completed copy of this specifications packet, in its entirety.

Additionally, Offeror 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.

<https://www.co.jefferson.tx.us/Purchasing/>

Proposal Submittal Checklist

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

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

Offeror shall check each box indicating compliance.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PACKAGE

- Cover sheet identifying the contract/project being proposed, the name and address of the Offeror, the date of the proposal, and the email address, telephone, and facsimile numbers of Offeror.
- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the Offeror is providing or has provided wage and compensation studies of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- One (1) *original* and (5) proposal copies; with all copies to include a completed copy of this specifications packet, in its entirety.**

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

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

_____ Company	_____ Telephone Number
_____ Address	_____ Fax Number
_____ Authorized Representative (Please print)	_____ Title
_____ Authorized Signature	_____ Date

Offeror Must Complete and Return This Page With Offer.

1. Introduction to Offerors

This Request for Proposal (RFP) is to receive proposals from qualified firms regarding services for a Wage and Compensation Study for Jefferson County, Texas.

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

1.1 Vendor Instructions

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

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

1.2 Governing Law

Offeror is advised that these requirements shall be fully governed by the laws of the State of Texas and that Jefferson County may request and rely on advice, decisions, and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

1.3 Ambiguity, Conflict, or other errors in the RFP

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

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

1.4 Notification of Most Current Address

Firms in receipt of this RFP shall notify Deborah L. Clark, Jefferson County Purchasing Agent, of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of proposals.

1.5 Proposal Preparation Cost

Cost for developing proposals is entirely the responsibility of Offerors and shall not be charged to Jefferson County.

1.6 Signature of Proposal

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

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

If the Offeror is an individual, that individual shall sign. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney or equivalent document must be submitted to the Jefferson County Purchasing Department prior to the submission of the proposal or with the proposal.

1.7 Economy of Presentation

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

1.8 Proposal Obligation

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

1.9 Incorporation by Reference and Precedence

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

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

1.10 Governing Forms

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Jefferson County's interpretation shall govern.

1.11 Implied Requirements

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

1.12 Compliance with RFP Specifications

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

1.13 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>

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

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

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), unless contract is considered exempt as described below.

In 2017, the Texas legislature amended the law to require Form 1295 to include an “unsworn declaration” which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an “unsworn declaration.”

FORM 1295 Exemptions: What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.

Vendors must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), 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

1.15 Emergency/Declared Disaster Requirements

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, a contract (executed in response to this Request for Proposal) may be subjected to unusual usage. Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in the contract shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the contract, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

1.16 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.

1. REMEDIES

a. Standard. Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).

b. Applicability. This requirement applies to all federal grant and cooperative agreement programs.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be affected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all federal grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p.339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

- i. Federally Assisted Construction Contract.** The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- ii. Construction Work.** The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all federal grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The 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, sexual orientation, gender identity, 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. The Contractor 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) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract 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.

(5) The 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.

(6) The 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, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract 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.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 vendor. The 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 non-compliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor 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 interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal

opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a.** All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b.** Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c.** Additionally, Contractors are required to pay wages not less than once a week.

5. COMPLIANCE WITH COPELAND ANTI-KICKBACK ACT

- a. Contractor.** The 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 contract.
- b. Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as Jefferson County or Texas General Land Office may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. §5.12.”

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act

(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 (b)(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 (b)(1) of this section, in the sum of \$27 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 (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. Jefferson County and/or Federal Entity providing funding for this project 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 (b)(2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the Federal award meets the definition of “funding agreement” under 37C.F.R. § 401.2(a) and the non-federal entity 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 Non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to “funding agreements,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any Contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The Contractor agrees to report each violation to Jefferson County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to Jefferson County and understands and agrees that Jefferson County will, in turn, report each violation as required to assure notification to the Texas General Land Office, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with assistance provided by the Texas General Land Office.

9. DEBARMENT AND SUSPENSION

- (1) This contract 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's 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 (insert name of recipient/subrecipient/applicant). 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 Jefferson County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, contractors must sign and submit the to Jefferson County the "Certification Regarding Lobbying" Form included in these specifications.

11. PROCUREMENT OF RECOVERED MATERIALS

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—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.
 - i. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>

- ii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

12. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide Jefferson County, the State of Texas, the FEMA Administrator, the Comptroller General of the United States, or any of their pass-through entities or authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The 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) The Contractor agrees to provide Jefferson County or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, Jefferson County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

13. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity’s FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

14. DEPARTMENT OF HOMELAND SECURITY (DHS) SEAL, LOGO, AND FLAGS.

“The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

15. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

“This is an acknowledgement that Texas General Land Office financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, policies, procedures, and directives.”

16. NO OBLIGATION BY FEDERAL GOVERNMENT

“The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.”

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

“The 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.”

1.17 Evaluation

Jefferson 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 an award to the best evaluated Offeror. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Jefferson County shall have sole responsibility for determining a reliable source. Jefferson 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 in the best interest of Jefferson County.

1.18 Withdrawal of Proposal

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

1.19 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.

1.20 Award

Jefferson County reserves the right to award this contract on the basis of the **Best Offer** in accordance with the laws of Texas, to waive any formality or irregularity, to make award to more than one Offeror, and/or to reject any or all proposals. In the event the highest dollar Offeror meeting specifications is not awarded a contract, the Offeror may appear before Commissioners' Court and present evidence concerning his responsibility.

1.21 Ownership of Proposal

All proposals become the property of Jefferson County and will not be returned to Offerors.

1.22 Disqualification of Offeror

Upon signing this proposal document, a contractor offering to sell supplies, materials, services, or equipment to Jefferson County certifies that the Offeror has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the County believes that collusion exists among the Offerors.

1.23 Contractual Development

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

1.24 Assignment

The selected vendor may not assign, sell, or otherwise transfer this contract without written permission of the Jefferson County Commissioners' Court.

1.25 Contract Obligation

Jefferson County Commissioners' Court must award the contract, and the County Judge or other person authorized by Jefferson County Commissioners' Court must sign the contract before it becomes binding on Jefferson County or the Offeror. **Department heads are not authorized to sign agreements for Jefferson County.** Binding agreements shall remain in effect until all products and/or services covered by this proposal have been satisfactorily delivered and accepted.

1.26 Termination

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

1.27 Inspections

Jefferson County reserves the right to inspect any item(s) or service location(s) for compliance with specifications and requirements and needs of the using department. If a proposal cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the Offeror as inadequate.

1.28 Testing

Jefferson County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications, 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 offer is subject to rejection.

1.29 Loss, Damage, or Claim

The Offeror shall totally indemnify Jefferson County against all claims by its employees, agents, or representatives or personal injury arising from any cause. In addition, the Offeror shall totally indemnify Jefferson County against all claims of loss or damage to the Offeror's and Jefferson County's property, equipment, and/or supplies.

1.30 Taxes

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

1.31 Non-Discrimination

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

1.32 Conflict of Interest

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

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

1.33 Waiver of Subrogation

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

1.34 Acknowledgment of Insurance Requirements

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

1.35 Insurance

The contractor (including any and all subcontractors as defined in Section 1.36.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the 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; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

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

Minimum Insurance Requirements:

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

Excess Liability \$1,000,000

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation

Statutory Coverage (See Section 1.36 Below)

1.36 Workers' Compensation Insurance

- 1.36.1 Definitions:
- 1.36.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
 - 1.36.1.2 **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.
 - 1.36.1.3 **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.
- 1.36.2 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.
- 1.36.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 1.35 above.
- 1.36.4 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.
- 1.36.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- 1.36.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 1.36.5.2 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.
- 1.36.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 1.36.7 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.
- 1.36.8 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.

- 1.36.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - 1.36.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - 1.36.9.2 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.
 - 1.36.9.3 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.
 - 1.36.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 1.36.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 1.36.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
 - 1.36.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 1.36.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 1.36.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 1.36.1. – 1.36.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 1.36.10 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.
- 1.36.11 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.

1.37 Delivery of Proposals

All proposals are to be delivered by 11:00 AM CT, Wednesday, January 13, 2021, to:

**Jefferson County Purchasing Department
Attention: Deborah L. Clark, Purchasing Agent
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701**

Courthouse Security: Offerors are advised that all visitors to the Courthouse must pass through Security. Offerors planning to hand deliver proposal 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. Offerors are strongly urged to plan accordingly.

County Holidays – 2020:

January 1	Wednesday	New Year's
January 20	Monday	Martin Luther King, Jr. Day
February 17	Monday	President's Day
April 10	Friday	Good Friday
May 25	Monday	Memorial Day
July 3	Friday	Independence Day
September 7	Monday	Labor Day
November 11	Wednesday	Veteran's Day
November 26 & 27	Thursday & Friday	Thanksgiving
December 24 & 25	Thursday & Friday	Christmas

County Holidays – 2021:

January 18	Monday	Martin Luther King, Jr. Day
February 15	Monday	President's Day
April 2	Friday	Good Friday
May 31	Monday	Memorial Day
July 5	Monday	Independence Day
September 6	Monday	Labor Day
November 11	Thursday	Veteran's Day
November 25 & 26	Thursday & Friday	Thanksgiving
December 23 & 24	Thursday & Friday	Christmas
December 31 2021	Friday	New Year's

Jefferson County will not accept any proposals received after the stated time and date, and shall return such proposals unopened to the Offeror. Jefferson County will not accept any responsibility for proposals being delivered by third party carriers.

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

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

1.38 Proposal 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/request for statement of qualifications submission deadline, the bid/proposal/request 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 RFP and urgent County requirements preclude amendment to the RFP, the time specified for receipt of proposal will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

1.39 Questions

Questions regarding the submission requirements for this RFP may be sent to Jamey West, Assistant Purchasing Agent for Jefferson County at: jwest@co.jefferson.tx.us

Questions regarding the services to be proposed in response to this RFP may be sent to:

Cary Erickson, Director of HR & Risk Management for Jefferson County at: cerickson@co.jefferson.tx.us,

Verenice Rosales, Employee Relations/Compensation Mgr. for Jefferson County at: vrosales@co.jefferson.tx.us.

1.40 Tentative Schedule of Events

December 1, 2020	Issuance of Request for Proposal
January 13, 2021	Deadline Submission (late proposals will not be considered)
Week of January 18, 2021	Proposals distributed to Evaluation Committee
Week of January 25, 2021	Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
Week of February 1, 2021	Conduct Interview/Best and Final Offer/Short List
February 9, 2021	Recommendation for Award

Please note:

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

2. Proposal Submittal

The Proposal is due no later than **11:00 AM CT, Wednesday, January 13, 2021**, and shall include the following:

- Cover sheet identifying the contract/project being proposed, the name and address of Offeror, the date of the proposal, and the telephone and facsimile numbers of Offeror.
- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the Offeror is providing or has provided wage and compensation studies of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- One (1) original and (5) proposal copies; with all copies to include a completed copy of this specifications packet, in its entirety.
- Jefferson County Purchasing Department
Attention: Deborah L. Clark, Purchasing Agent
1149 Pearl Street, 1st Floor
Beaumont, TX 77701
- Explanations, exceptions, comments, etc., pertaining to the specific sections of the specifications. All comments shall be listed and numbered in order of the respective article of the specification.

Deadline for Questions:

There will NOT be a Pre-Submittal Conference for this RFQ.

In the event your firm desires additional information, Jefferson County will endeavor to provide such information; however, Jefferson County will not be responsible for any delay resulting in the respondent's inability to meet the deadline for submission of the Statement of Qualifications. Interested parties may provide written questions to Jamey West, Assistant Purchasing Agent at: jwest@co.jefferson.tx.us

Question responses will be made available as soon as possible and posted as addendum(s) to the on the Jefferson County Purchasing Department's website.

<p>The deadline for asking questions in writing or requesting additional information (in writing or in person) is 5:00 pm, Monday, January 4, 2021.</p>
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Courthouse Security: Respondents are advised that all visitors to the Courthouse must pass through Security. Respondents 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.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures recommended by the CDC within its facilities. Visitors to the courthouse will be required to have their temperature taken (and pass), apply hand sanitizer (provided), and wear a mask within the courthouse. If a visitor does not have a mask on-hand, one will be provided. At times, these precautions may slow entry into the courthouse. Bidders are strongly urged to plan accordingly.

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

3. General Proposal Format

3.1 Introduction

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

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

3.2 Organization of Proposal Contents

Each proposal must be organized in the manner described below.

- a. Transmittal Letter
- b. Executive Summary
- c. Table of Contents
- d. Offeror Identifying Information
- e. Offeror Personnel and Organization
- f. Project Requirements
- g. Cost Proposal Form (Page 34)
- h. Other information that may be helpful in the evaluation

3.3 Transmittal Letter

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

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

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

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

3.4 Executive Summary

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

3.5 Table of Contents

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

3.6 Offeror Identifying Information

Offerors must provide the following identifying information:

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

3.7 Conflict of Interest

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

Each Offeror must reveal any past or existing relationship between the Offeror, its principal, employees, or any affiliate or subcontractor, with any county agency, entity, county employee, or other person in anyway involved in the county's procurement and/or contracting processes. It shall be the sole prerogative of the County to determine if such relationship constitutes a conflict of interest.

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

3.8 Confidential/Proprietary Information

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

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

4. Scope of Services

4.1 Purpose/Objective

Jefferson County is seeking proposals from qualified consultants to conduct a Comprehensive Salary Market Study of the area's local job market for the purpose of ensuring competitive wage rates.

The County's objective is to enhance the County's ability to attract, motivate, and retain quality employees to efficiently and cost-effectively deliver services and programs to the citizens of the County through obtaining a Salary Range Comparison – within the current surrounding local market and similarly situated Counties in Texas.

At this time, the County does not anticipate a new compensation plan or plan (i.e. realignment of jobs within the grades, separation of jobs into new titles, consolidation of other classes into a single title, etc.) Instead, the County is expecting an update to its existing plan. However, depending upon the results of the study, it is possible that a realignment of jobs within the County's current grade may be warranted.

Benefits and the updating of Job Descriptions are not to be included as components of this study.

The consulting firm tasked with performing this study for the County must be a full-service firm with expertise in evaluating pay scales, policies, job descriptions, and market pay analysis. The consultant should be able to provide references from other counties or government agencies where similar work was performed. The salary market study results would be competitive with both public and private entity employees and project fair and equitable results pertaining to the surrounding geographic market area and similarly situated Counties in Texas (Bell, Brazoria, Brazos, Galveston, Lubbock, McLennan, Nueces, Smith and Webb). The selected firm would make recommendations to the County to ensure positions performing similar work with essentially the same level of complexity, responsibility, knowledge, skills, and abilities are classified together and paid appropriately.

The County objective is to maintain a competitive position with other comparable government entities and private employers within the same geographic area and preserve internal equity and a competitive system for all civilian positions.

Timeline for Study Completion: The County is seeking completion of the study within four months of an executed contract for services - with recommended changes available for budget hearings during **July/August, 2021**.

An approved budget for the completion of this study is not available.

The last similar type of study that the County obtained was a Position Classification and Compensation Plan Study was performed in 1997 by Public Sector Personnel Consultants. The fee structure derived from this study is unavailable.

Please see **APPENDIX A** to these specifications for:

- Jefferson County Job Compensation Scale/Salary Schedule
- Listing of Job Titles

4.2 Background

The 2018 United States Census reports the Jefferson County population as 255,001. Beaumont is a city in (and the County seat) of Jefferson County, Texas. Beaumont is 85 miles east of Houston, Texas. The Port Arthur, Orange, and Beaumont area is known as the Golden Triangle and is considered a major industrial area on the Texas Gulf Coast.

Jefferson County has a step and grade compensation system. It is anticipated that approximately 565 positions will need to be surveyed. There are approximately 49 grades enveloping these approximately 565 positions.

A comprehensive compensation study and analysis of the County and surrounding organizations that share in the labor market should reveal the County's ability to recruit and retain employees to provide efficient services. The County is seeking a firm that will analyze jobs performed by our employees with comparable counties and local private entities with comparable job titles and/or job duties and responsibilities.

4.3 Qualifications

Proposer shall have:

- 1) Proficiency in salary survey methods, statistical analysis, and a minimum of three (3) years performing wage and compensation studies.
- 2) Knowledge and expertise with public sector compensation practices.
- 3) Resources to complete the study within four (4) months.
- 4) Certified Compensation Professional (CCP) certification preferred.
- 5) License to perform services in the State of Texas.

4.4 **Scope/General Requirements**

Evaluate internal equity by reviewing current pay grades among full-time, non-unionized employees based on similarly-situated employees, similar skills, qualifications, responsibilities, and pay within EEOC guidelines for government employees and identify problem areas and recommend methods to correct. Collect comprehensive compensation data from the external surrounding labor market for County positions and analyze the data in an objective manner. Make recommendations for proposed changes to ensure both internal equity and external competitiveness.

The successful firm/proposer will provide market data for the current job classifications of positions chosen for the study, and a market analysis of wages for each position and for each comparable employer/group of employees. Any additional pay categories shall be reported by class of eligible employee. Survey descriptions shall be matched to job descriptions to ensure good job matches.

Analysis for data for each job shall be provided to the County in Excel format providing the following information: degree of match, range minimum, range maximum and actual average of incumbent employees of market comparable. The methodology used to place positions and/or construct the pay structure should be fully defined.

Charts and graphs shall be used to depict how the position of the County's jobs compare in relation to market comparable and recommended placement in a compensation structure.

Define the process for communicating with Human Resources, Administration and the organizational members throughout the process. The County will assist in coordinating departmental and employee meetings as necessary. The County will pre-approve all data collection instruments and/or other written documents provided employees.

5. Special Project Requirements

5.1 Objective

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

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

5.2 Offeror Experience

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

The proposal must identify all key personnel who are to be part of the proposed consultant team and detail their experience. Jefferson County Commissioners' Court reserves the right to approve each member of the team and to request substitutions.

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

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

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

5.3 Offeror Personnel and Organization

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

- a. Full name (including full middle name);
- b. An employment history;
- c. A specific description of relevant experience and skills that person has in connection with the conduct of financial advisory services that is the subject of this RFP (limit one page);
- d. A specific indication of what role the individual will have in this project; and

- e. Any additional helpful information to indicate the individual's ability to aid the Offeror in successfully performing the work involved in this RFP (limit to one page).

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

Jefferson County is committed to using the selected Performance Review Company according to reasonable and well-planned timeframes, to the extent possible. Jefferson County is committed to making available its personnel in a similar manner to enable the Performance Review team able to perform its duties in a timely basis. Each Offeror is required to make a statement as to the availability of key personnel to Jefferson County when required.

The key personnel who are to work on this project, identified in the proposal as such, are considered to be essential to the services to be provided. No substitutions of key personnel following contract award will be made without the prior written consent of Jefferson County Commissioners' Court. All requested substitutes must be submitted to the Jefferson County Commissioners' Court, or, together with their resumes, for approval.

Each of the successful Offeror's personnel is subject to removal from this project by Jefferson County Commissioners' Court. In addition, if the person removed is among the project's key personnel, the replacement must be approved by Jefferson County Commissioners' Court. All replacements of key personnel will be paid at the same rate as the person who was replaced, unless the rate normally charged by the replacement is lower, in which case the lower rate will be paid. All replacements of key personnel must be of equal or superior experience as the person replaced.

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

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

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

5.4 Proposal Specifications

Proposals MUST also include:

Cover Letter on your company letterhead - list the full name, address, telephone, and fax numbers of your firm and if applicable, of the office from which the services are to be provided. Designate the person to serve as project manager. State the number of years the individual or company has been in the business of providing wage and compensation studies for government agencies. State that the proposal will be valid for 90 days after the submission date. The letter must be signed by an individual authorized to enter into any contract with the County.

Detailed description of the plan to achieve the necessary requirements and a plan for accomplishing this work.

Professional resumes of all key personnel to be involved with the study and a clear indication of the responsibilities of each. It is understood by the County, the individuals specified in the proposal are the individuals who will do the work associated with the compensation study as described in the proposal. List the address, e-mail address, and telephone number of the office from which the services will be provided. No substitutions of key personnel following contract award will be made without the prior written consent of the Jefferson County Commissioners' Court. All requested

substitutes must be submitted to the Jefferson County Commissioners' Court, or, together with their resumes, for approval.

Proposals will provide a time line to include start and completion dates for the study. It is expected that the work will commence as soon as possible after the contract is awarded.

Proposals will clearly define the Firm's duties and responsibilities and those of the County. Absence of this distinction shall mean the Firm is assuming full responsibility of all tasks.

Experience the firm has in conducting similar reference studies for governmental entities and other comparable studies.

Describe the nature of services provided by the firm, including: the number of years' experience in providing job evaluation and compensation studies, specifically for the public sector; and the number of years' experience conducting pay equity and/or comparable worth studies.

Provide the name, address, telephone number, and e-mail address for contact persons at five (5) other public entities for which comparable services have recently been rendered.

The firm/consultant selected shall agree to abide by all relevant State and federal statutes including anti-discrimination, equal opportunity, and rehabilitation statutes and regulations. The consultant shall comply with all federal, State, and local laws and ordinances applicable to the work to be done under the agreement.

The firm/consultant shall not sub-contract any part of the work involved in the project without prior written authorization by an authorized representative.

The selected consultant must be available to meet with Human Resources, Administration, and organizational members in a timely manner.

No representation as to the findings of the study, or information obtained in connection therewith, shall be released to any agency or person prior to the agreed upon public release dates except upon the prior approval of Human Resources, Administration, and organizational members.

The Offeror must disclose if they have had any contracts terminated prior to the end of contract and provide a detailed explanation.

State in brief and concise terms your understanding of the scope and nature of the project as described in this RFP. Describe the approach, means, methods, and procedures to be used to gather the data, analyze findings, and develop recommendations as requested. Describe the services you will provide to the County, including, but not limited to:

- 1) How often will you meet with County personnel?
- 2) Describe techniques your firm would use to keep the County abreast of the progress of the project and how your firm will meet the proposed timeline.
- 3) Deliver at least one (1) original, five (5) copies, and a flash drive of the final report to the Commissioners Court.
- 4) Provide the final report, tables, schedules, charts, spreadsheets, salary surveys, and other materials necessary for the implementation and maintenance of the compensation system on a flash drive and appear at a scheduled Commissioners Court meeting to discuss the recommendations and final report.
- 5) What follow-up support service will be available to the County?

6. Proposal Evaluation and Selection Process

6.1 Introduction

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

6.2 Cost Proposal

The Offeror must utilize the "**Cost Proposal Form**" (**Page 32**) in its submission of a cost proposal in response to this RFP. The cost proposal must be included in each copy of the proposal. Any reworked version of the "Cost Proposal Form" that is intended to be a substitute for the form, that is provided by an Offeror may be determined as non-responsive, and may result in the proposal's disqualification.

6.3 Proposal Evaluation and Selection

Prior to the receipt of proposals, the County will establish an Evaluation Committee. The Committee is expected to include representatives from: Auditing, Human Resources, and the District Attorney's office. Additional representatives may be added to the committee if deemed necessary.

6.4 Evaluation Criteria:

a. Responsiveness – 15%

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

b. Implementation Plan – 20%

Emphasis is on the efficiency and comprehensiveness of the methods to be used in performing Compensation Studies and in managing the project.

c. Offeror Qualifications – 25%

This refers to the overall qualifications of Offeror and its past experience in providing and implementing similar or more complex Compensation Studies to other entities. It also refers to an evaluation of the quality of Offeror's performance on previous local government projects.

d. Personnel Qualifications – 15%

This refers to the number and qualifications of the professional personnel who would be assigned to the job. Consideration will be given to the percentage of time that each would spend on the project. It also refers to an evaluation of the quality of the performance by each member of the Offeror's project team on previous projects with the County and similar projects.

e. Cost of Professional Services – 25%

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

The Evaluation Committee may elect to require an oral presentation from each qualified Offeror of the information contained in their proposal. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying Offeror, and will not represent any decision on the part of the evaluation committee as to the selection of a successful Offeror.

Upon completion of their review and any oral presentations, the Evaluation Committee will convene one or more times to discuss the proposals as a group. Each Evaluation Committee member will

individually score each proposal independently. Jefferson County Purchasing Department will collect all scores and aggregate the scores of all Committee members.

The Purchasing Department will then prepare a report identifying the proposal that scored the highest in the selection process according to the evaluation criteria described in this RFP and upon the selection of an apparent successful Offeror, the Court shall appoint the Purchasing Agent to proceed with contract negotiations and attempt to finalize a written contract with the apparent successful Offeror. If a contract cannot be successfully negotiated within a reasonable period of time, negotiations will be terminated, and negotiations with the next highest-ranking Offeror may commence. This process may continue until a contract is signed or the RFP is withdrawn. However, the County may, in its sole judgment and at any time upon failure of negotiations, choose to reissue or withdraw the RFP rather than continue with negotiations. A notice of award will be sent to all Offerors immediately following execution of a written contract.

Key staff of the County will be available to the successful Offeror on a reasonable basis, but may not be available on holidays or weekends.

The County Commissioners reserves the right, at their sole discretion, to reject any and all proposals. Any contract awarded for services shall not become effective until approved by the County Commissioners.

6.5 Negotiations

Negotiation of contract for services shall follow the selection process with the top ranked firm. Should a satisfactory contract not be achievable with top ranked proposer, then the next ranked proposer shall be contacted and negotiations shall begin with each highest ranked firm and so on. The County may require selected proposer to submit technical or other additional information to its proposal as may result from negotiations.

The Evaluation Committee may elect to require an oral presentation from each qualified Offeror of the information contained in their proposal. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying Offeror, and will not represent any decision on the part of the evaluation committee as to the selection of a successful Offeror.

Upon completion of their review and any oral presentations, the Evaluation Committee will convene one or more times to discuss the proposals as a group. Each Evaluation Committee member will individually score each proposal independently. Jefferson County Purchasing Department will collect all scores and aggregate the scores of all Committee members. The Purchasing Department will then prepare a report identifying the proposal that scored the highest in the selection process according to the evaluation criteria described in this RFP and

Upon the selection of an apparent successful Offeror, the Court shall appoint the Purchasing Agent to proceed with contract negotiations and attempt to finalize a written contract with the apparent successful Offeror. If a contract cannot be successfully negotiated within a reasonable period of time, negotiations will be terminated, and negotiations with the next highest-ranking Offeror may commence. This process may continue until a contract is signed or the RFP is withdrawn. However, the County may, in its sole judgment and at any time upon failure of negotiations, choose to reissue or withdraw the RFP rather than continue with negotiations. A notice of award will be sent to all Offerors immediately following execution of a written contract.

Key staff of the County will be available to the successful Offeror on a reasonable basis, but may not be available on holidays or weekends.

Cost Proposal Form

Using this form, each Offeror must state its proposed charges. Each Offeror's charges must include the **entire cost** of providing the services identified in this RFP.

Cost will be a factor in the County's selection process.

Wage and Compensation Study for Jefferson County, as per specifications	\$ _____.
Name of Offeror:	_____
Signature:	_____
Title:	_____

Offeror Must Complete and Return This Page With Offer.

Non-Disclosure Agreement

In consideration of Jefferson County retaining the services of a consultant and because of the sensitivity of certain information which may come under the care and control of Consultant, both parties agree that all information regarding the County or any selected County agency subject to this Contract; or gathered, produced, or derived from this project (Confidential Information) must remain confidential subject to release only by permission of the County, and more specifically agree as follows:

Media releases pertaining to this RFP and/or any resulting contract, or the services to which they relate, will not be made without the prior written consent of the County, and then only in accordance with explicit written instructions from the County. The disclosure of the contents of proposals prior to the award of a contract under this RFP, or any other violation of this section, may result in disqualification.

1. The Information may be used by Consultant only to assist Consultant in connection with its engagement with the County.
2. Consultant will not, at any time, use the Information in any fashion, form, or manner except in its capacity as independent consultant to the County.
3. Consultant agrees to maintain the confidentiality of any and all deliverables resulting from this Contract in the same manner that it protects the confidentiality of its own proprietary products of like kind.
4. The Information may not be copied or reproduced without the County's written consent.
5. All materials made available to Consultant, including copies thereof, must be returned to County upon the first to occur of; (a) completion of the project, or (b) request by the County.
6. The foregoing must not prohibit or limit Consultant use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, (b) independently developed by it, (c) acquired by it from a third party, or (d) which is or becomes part of the public domain through no breach to Consultant of this agreement.
7. This agreement shall become effective as of the date Information is first made available to Consultant and must survive the contract and be a continuing requirement.
8. The breach of this Nondisclosure Agreement by Consultant shall entitle the County to immediately terminate the Agreement upon written notice to Contractor for such breach. The parties acknowledge that the measure of damages in the event of a breach of this Nondisclosure Agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether the County elects to terminate the Agreement upon the breach hereof, the County may require Consultant to pay to the County the sum of \$1,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty, but is intended to be a reasonable estimate of the amount of damages to the County in the event of a breach hereof by Consultant. Comptroller does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this Agreement.

[Printed Name of Consultant]

By: _____

Title: _____

Date: _____

Offeror Must Complete and Return This Page With Offer.

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: _____

Offeror Must Complete and Return This Page With Offer.

Signature Page

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

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

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

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

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

Offeror (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

Offeror Must Complete and Return This Page With Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<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>	OFFICE USE ONLY Date Received	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(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 in this section is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 40px;"> <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 named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p>4</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Date</p>		

Adopted 8/7/2015

Offeror Must Complete and Return This Page With Offer.

Local Government Officer Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		OFFICE USE ONLY
1	Name of Local Government Officer	Date Received
2	Office Held	
3	Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code	
4	Description of the nature and extent of employment or other business relationship with vendor named in item 3	
5	<p>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p>	
6	<p>AFFIDAVIT</p> <p style="text-align: center;">I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of Local Government Officer</p> <p>AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.</p> <p>_____ Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath</p>	

Adopted 8/7/2015

Offeror Must Complete and Return This Page With Offer.

Good Faith Effort (GFE)

DETERMINATION CHECKLIST

This information must be submitted with your proposal.

Instructions: In order to determine if a “Good Faith Effort” was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant’s bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

- Yes No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
- Yes No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
- Yes No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant’s organization)?
- Yes No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?
- Yes No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
- Yes No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If “No” was selected, please explain and include any pertinent documentation with your bid. If necessary, please use a separate sheet to answer the above questions.

Printed Name of Authorized
Representative

Signature

Title

Date

Offeror Must Complete and Return This Page With Offer.

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

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/sub-consultants in the fulfillment of this contract (if awarded).
 Yes No

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

Contractor Name: _____ HUB: Yes No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative Signature of Representative Date

Printed Name of HUB Signature of Representative Date

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

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Sub-consultant Change Form" must be completed and faxed to 409-835-8456.

Offeror Must Complete and Return This Page With Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/sub-consultants in the fulfillment of this contract (if awarded).

Yes No

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Offeror Must Complete and Return This Page With Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Offeror Must Complete and Return This Page With Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Offeror Must Complete and Return This Page With Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Offeror Must Complete and Return This Page With Offer.

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.

- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

- I certify that _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

- I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ (city and state).

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal:	
Mailing address:	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

* This is the property amount identification number assigned by the Jefferson County Appraisal District.
 ** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Offeror Must Complete and Return This Page With Offer.

House Bill 89 Verification

I, _____, the undersigned representative of (company or business name) _____ (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, 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 ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Signature of Company Representative

Date

On this _____ day of _____, 20____, personally appeared

_____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

Notary Signature

Date

Bidder Shall Return Completed Form with Offer.

Senate Bill 252 Certification

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Company Name

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____,

on this day personally appeared _____, who
(name)

after being by me duly sworn, did depose and say:

"I, _____ am a duly authorized officer of/agent
(name)

for _____ and have been duly authorized to execute the
(name of firm)

foregoing on behalf of the said _____.
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder 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 bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: _____

Fax: _____ Telephone# _____

by: _____ Title: _____
(print name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named _____ on

this the _____ day of _____, 20____.

Notary Public in and for
the State of _____

Offeror Must Complete and Return This Page With Offer.

APPENDIX A

WAGE & COMPENSATION STUDY POSITIONS

JOB CLASSIFICATION	RATE	POSITIONS	MIN	MID	MAX
AGRICULTURE EXTENSION SVC					
Administrative Secretary	50	1	38,847	48,558	58,270
Secretary	38	2	28,887	36,107	43,328
AIRPORT					
Account Clerk	40	1	30,349	37,935	45,522
Airport Director	76	1	73,821	92,275	110,730
ARFF Crew	46	4	35,193	43,991	52,790
Carpenter	55	1	43,953	54,940	65,927
Electrician	58	1	47,332	59,164	70,997
Financial Analyst	59	1	48,516	60,644	72,772
Fuel Service Lineman	40	3	30,349	37,935	45,522
Fuel Service Supervisor	46	1	35,193	43,991	52,790
Groundskeeper	32	3	24,908	31,134	37,360
Heavy Equip. Mechanic	53	1	41,834	52,291	62,749
Lead ARFF	48	3	36,975	46,218	55,461
Oper Manager/ARFF Chief/Security	66	1	57,669	72,087	86,505
Secretary	38	1	28,887	36,107	43,328
Utility Maintenance Worker	40	1	30,349	37,935	45,522
Welder/Maintenance Tech	53	1	41,834	52,291	62,749
AUDITOR'S OFFICE					
Accounting Technician	53	1	41,834	52,291	62,749
County Auditor	91	1	106,914	133,643	160,372
Administrative Secretary	50	1	38,847	48,558	58,270
1st Assistant County Auditor	79	1	79,497	99,371	119,245
Financial Analyst	59	3	48,516	60,644	72,772
Financial Manager	71	2	65,247	81,559	97,871
Financial Technician	48	5	36,975	46,218	55,461
Receptionist/Clerk	34	1	26,170	32,712	39,254
CONSTABLE - PCT 1					
Office Specialist	38	1	28,887	36,107	43,328
Senior Office Specialist	43	1	32,680	40,851	49,022
CONSTABLE - PCT 2					
Senior Office Specialist	43	1	32,680	40,851	49,022
CONSTABLE - PCT 4					
Senior Office Specialist	43	1	32,680	40,851	49,022

JOB CLASSIFICATION	RATE	POSITIONS	MIN	MID	MAX
CONSTABLE - PCT 6					
Office Specialist	38	1	28,887	36,107	43,328
Senior Office Specialist	43	1	32,680	40,851	49,022
CONSTABLE - PCT 7					
Senior Office Specialist	43	1	32,680	40,851	49,022
CONSTABLE - PCT 8					
Senior Office Specialist	43	1	32,680	40,851	49,022
COUNTY CLERK					
Administrative Deputy County Clerk	53	1	41,834	52,291	62,749
Administrative Office Specialist	46	2	35,193	43,991	52,790
Administration Operations Manager	59	1	48,516	60,644	72,772
Chief Deputy County Clerk	65	1	56,261	70,327	84,394
County Clerk Administrator	61	1	50,969	63,713	76,457
Deputy County Clerk	40	15	30,349	37,935	45,522
Senior Deputy County Clerk	43	11	32,680	40,851	49,022
Analyst/Programmer (Elections Programmer)	62	1	52,247	65,307	78,367
Elections Manager	64	1	54,891	68,613	82,335
Voting Assistants - Elections	41	2	31,107	38,883	46,660
COUNTY COURT AT LAW NO. 1					
Court Clerk	40	1	30,349	37,935	45,522
Court Coordinator	53	1	41,834	52,291	62,749
Court Reporter	1	1			
COUNTY COURT AT LAW NO. 2					
Associate Court Administrator	53	1	41,834	52,291	62,749
Court Coordinator	53	2	41,834	52,291	62,749
Court Reporter	1	1			
COUNTY COURT AT LAW NO. 3					
Court Coordinator	53	3	41,834	52,291	62,749
Court Reporter	1	1			
Receptionist/Clerk	34	1	26,170	32,712	39,254
COUNTY JUDGE					
Administrative Aid to County Judge	53	1	41,834	52,291	62,749
Administrative Secretary	50	1	38,847	48,558	58,270
Assistant to County Judge	1	1			
Associate Court Administrator	53	3	41,834	52,291	62,749
Court Clerk	40	1	30,349	37,935	45,522

JOB CLASSIFICATION	RATE	POSITIONS	MIN	MID	MAX
COUNTY TREASURER					
Account Clerk	40	1	30,349	37,935	45,522
Chief Deputy County Treasurer	54	1	42,881	53,601	64,321
Senior Account Clerk	43	1	32,680	40,851	49,022
CRIME LAB					
Crime Lab Technician	48	2	36,975	46,218	55,461
Director of Crime Lab	72	1	66,878	83,597	100,317
Forensic Scientist	69	8	62,102	77,629	93,157
COURT MASTER (DRUG COURT)					
Court Coordinator	53	2	41,834	52,291	62,749
Court Reporter	1	1			
Office Specialist	38	1	28,887	36,107	43,328
CRIMINAL DISTRICT COURT					
Attorney	1	1			
Chief Appellate/Writ Assistant	53	1	41,834	52,291	62,749
Court Coordinator	53	3	41,834	52,291	62,749
Court Reporter	1	2			
58TH DISTRICT COURT					
Court Clerk (Bailiff)	40	1	30,349	37,935	45,522
Court Coordinator	53	1	41,834	52,291	62,749
Court Reporter	1	1			
60TH DISTRICT COURT					
Court Clerk (Bailiff)	40	1	30,349	37,935	45,522
Court Coordinator	53	1	41,834	52,291	62,749
Court Reporter	1	1			
136TH DISTRICT COURT					
Court Clerk (Bailiff)	40	1	30,349	37,935	45,522
Court Coordinator	53	1	41,834	52,291	62,749
Court Reporter	1	1			
172ND DISTRICT COURT					
Court Clerk (Bailiff)	40	1	30,349	37,935	45,522
Court Coordinator	53	1	41,834	52,291	62,749
Court Reporter	1	1			
252ND DISTRICT COURT					
Coordinator/Indigent Defense	53	1	41,834	52,291	62,749
Court Coordinator	53	1	41,834	52,291	62,749
Court Reporter	1	1			

JOB CLASSIFICATION	RATE	POSITIONS	MIN	MID	MAX
279TH DISTRICT COURT					
Court Coordinator	53	1	41,834	52,291	62,749
Court Reporter	1	1			
317TH DISTRICT COURT					
Associate Judge	1	1			
Court Coordinator	53	3	41,834	52,291	62,749
Court Reporter	1	1			
DATA PROCESSING					
Assistant Director of MIS	79	1	79,497	99,371	119,245
Analyst/Programmer	62	1	52,247	65,307	78,367
Computer Services Tech/Operator	49	1	37,900	47,375	56,850
Computer Systems Administrator	68	3	60,588	75,735	90,882
Director of MIS	86	1	94,499	118,121	141,744
Personal Computer Technician	49	4	37,900	47,375	56,850
Personal Computer Technician II	52	1	40,812	51,016	61,220
Programmer/Analyst	65	4	56,261	70,327	84,394
Senior Office Specialist	43	1	32,680	40,851	49,022
Senior Programmer/Analyst	70	2	63,656	79,569	95,483
DISPUTE RESOLUTION CENTER					
Case Coordinator	38	1	28,887	36,107	43,328
Director of Dispute Resolution	69	1	62,102	77,629	93,157
Senior Case Manager	43	1	32,680	40,851	49,022
DISTRICT ATTORNEY					
Administration Manager to DA	60	1	49,726	62,158	74,591
Administration Operations Manager	59	3	48,516	60,644	72,772
Administrative Secretary	50	2	38,847	48,558	58,270
Attorney	1	30			
Executive Assistant	1	1			
Investigator / Chief Investigator	1	6			
Investigator Assistant	1	1			
Personal Computer Technician	49	1	37,900	47,375	56,850
Secretary	38	4	28,887	36,107	43,328
Senior Office Specialist	43	2	32,680	40,851	49,022
Senior Secretary	45	12	34,335	42,919	51,504
DISTRICT CLERK					
Admin. Deputy District Clerk	53	3	41,834	52,291	62,749
Chief Deputy District Clerk	65	1	56,261	70,327	84,394
Deputy District Clerk	40	18	30,349	37,935	45,522
Senior Account Clerk	43	1	32,680	40,851	49,022
Senior Deputy District Clerk	43	3	32,680	40,851	49,022

JOB CLASSIFICATION	RATE	POSITIONS	MIN	MID	MAX
EMERGENCY MANAGEMENT					
Assistant Emergency Mgmt. Coordinator	57	1	46,176	57,720	69,264
Emergency Management Coordinator	1	1			
ENGINEERING					
Director of Engineering	86	1	94,499	118,121	141,744
Engineering Specialist	62	6	52,247	65,307	78,367
Engineering Superintendent	71	1	65,247	81,559	97,871
Office Manager	51	1	39,819	49,773	59,727
Secretary	38	1	28,887	36,107	43,328
ENVIRONMENTAL CONTROL					
Director of Environmental Control	66	1	57,669	72,087	86,505
Environmental Health Inspector	52	2	40,812	51,016	61,220
Office Specialist	38	1	28,887	36,107	43,328
Senior Office Specialist	43	1	32,680	40,851	49,022
HEALTH & WELFARE					
Administrative Director of H&W	72	1	66,878	83,597	100,317
Administrative Secretary	50	2	38,847	48,558	58,270
Office Specialist	38	1	28,887	36,107	43,328
Pharmacy Technician	36	1	27,492	34,366	41,240
Public Health Nurse	63	4	53,551	66,939	80,328
Public Health Nurse Supervisor	65	2	56,261	70,327	84,394
Receptionist/Clerk	34	2	26,170	32,712	39,254
Senior Office Specialist	43	2	32,680	40,851	49,022
Van Driver	36	2	27,492	34,366	41,240
Welfare Caseworker	49	6	37,900	47,375	56,850
Welfare Casework Supervisor	58	2	47,332	59,164	70,997
Pharmacist	89	1	101,762	127,204	152,646
HUMAN RESOURCES					
Director of HR & Risk Management	88	1	99,282	124,102	148,922
Employee Relations/Compensation Mgr.	66	1	57,669	72,087	86,505
Human Resources Assistant	48	1	36,975	46,218	55,461
Senior Personnel Specialist	56	1	45,049	56,313	67,577
JUSTICE COURT - PCT 1 PL 1					
Associate Court Administrator	53	1	41,834	52,291	62,749
Senior Court Clerk	43	2	32,680	40,851	49,022
JUSTICE COURT - PCT 1 PL 2					
Associate Court Administrator	53	1	41,834	52,291	62,749
Senior Court Clerk	43	2	32,680	40,851	49,022

JOB CLASSIFICATION	RATE	POSITIONS	MIN	MID	MAX
JUSTICE COURT - PCT 2					
Associate Court Administrator	53	1	41,834	52,291	62,749
Senior Court Clerk	43	2	32,680	40,851	49,022
JUSTICE COURT - PCT 4					
Associate Court Administrator	53	1	41,834	52,291	62,749
Senior Court Clerk	43	2	32,680	40,851	49,022
JUSTICE COURT - PCT 6					
Associate Court Administrator	53	1	41,834	52,291	62,749
Senior Court Clerk	43	2	32,680	40,851	49,022
JUSTICE COURT - PCT 7					
Associate Court Administrator	53	1	41,834	52,291	62,749
Senior Court Clerk	43	2	32,680	40,851	49,022
JUSTICE COURT - PCT 8					
Associate Court Administrator	53	1	41,834	52,291	62,749
Senior Court Clerk	43	2	32,680	40,851	49,022
JUVENILE PROBATION					
Community Service Specialist	53	1	41,834	52,291	62,749
Cook	31	1	24,299	30,374	36,450
Director of Juv. Probation & Detention (Chief Juvenile Proba	85	1	92,193	115,242	138,291
Juvenile Casework Manager	67	2	59,110	73,888	88,666
Juvenile Casework Supervisor	61	5	50,969	63,713	76,457
Juvenile Detention Officer (Juv. Supervision Officer)	42	13	31,884	39,855	47,827
Juvenile Detention Superintendent	70	1	63,656	79,569	95,483
Juvenile Mental Health Professional	61	1	50,969	63,713	76,457
Juvenile Placement Officer	51	1	39,819	49,773	59,727
Juvenile Probation Officer	51	16	39,819	49,773	59,727
Lead Juvenile Detention Officer	50	4	38,847	48,558	58,270
Office Specialist (Detention Control Center Operator)	38	2	28,887	36,107	43,328
Receptionist/Clerk	34	2	26,170	32,712	39,254
Secretary	38	2	28,887	36,107	43,328
Senior Office Specialist	43	1	32,680	40,851	49,022
Senior Secretary	45	1	34,335	42,919	51,504

JOB CLASSIFICATION	RATE	POSITIONS	MIN	MID	MAX
MAINTENANCE BEAUMONT & PT. ARTHUR					
Building Maintenance Supervisor	58	1	47,332	59,164	70,997
Carpenter	55	3	43,953	54,940	65,927
Director of Building Maintenance	69	1	43,953	54,940	65,927
Electrician	58	1	47,332	59,164	70,997
Groundskeeper	32	1	24,908	31,134	37,360
Heating, Vent & AC Mechanic	57	1	46,176	57,720	69,264
Office Specialist	38	2	28,887	36,107	43,328
Painter	46	1	35,193	43,991	52,790
Plumber	56	1	45,049	56,313	67,577
Receptionist/Clerk	34	1	26,170	32,712	39,254
Superintendent of Building Maintenance	62	1	52,247	65,307	78,367
Utility Maintenance Worker	40	7	30,349	37,935	45,522
MAINTENANCE MID-COUNTY					
Maintenance Technician	52	1	40,812	51,016	61,220
MOSQUITO CONTROL					
Director of Mosquito Control	75	1	72,019	90,024	108,030
Entomologist	62	1	52,247	65,307	78,367
Heavy Equip Mechanic	53	1	41,834	52,291	62,749
Herbicide Appl & Maintenance Wkr.	42	2	31,884	39,855	47,827
Mosquito Control Operations Foreman	52	2	40,812	51,016	61,220
Pesticide Appl & Maintenance Wkr.	42	2	31,884	39,855	47,827
Pesticide Appl	43	1	32,680	40,851	49,022
Pilot/Aircraft Mechanic	63	1	53,551	66,939	80,328
Pilot/Aviation Supervisor	65	1	56,261	70,327	84,394
Pilot/Mechanical Supervisor	65	1	56,261	70,327	84,394
Secretary	38	1	28,887	36,107	43,328
NURSE PRACTITIONER					
Admin Clinical Coordinator	56	1	45,049	56,313	67,577
Medical Assistant	41	1	31,107	38,883	46,660
Nurse Practitioner	80	1	81,484	101,856	122,229
PURCHASING DEPARTMENT					
Assistant Purchasing Agent	61	1	50,969	63,713	76,457
Contract Specialist	55	1	43,953	54,940	65,927
Purchasing Agent	75	1	72,019	90,024	108,030
Senior Buyer	49	2	37,900	47,375	56,850
Senior Office Specialist	43	1	32,680	40,851	49,022
Lead Printer (Printing)	49	1	37,900	47,375	56,850

JOB CLASSIFICATION	RATE	POSITIONS	MIN	MID	MAX
RISK MANAGEMENT					
Benefits Manager	69	1	62,102	77,629	93,157
Senior Benefits Analyst	56	2	45,049	56,313	67,577
ROAD & BRIDGE PRECINCT 1					
Administrative Secretary	50	1	38,847	48,558	58,270
Equipment Operator/Maint. Wkr.	47	3	36,074	45,092	54,110
Precinct Road Superintendent	69	1	62,102	77,629	93,157
Road Foreman	56	1	45,049	56,313	67,577
Sr. Equipment Operator/Maint. Wkr.	52	5	40,812	51,016	61,220
ROAD & BRIDGE PRECINCT 2					
Administrative Secretary	50	1	38,847	48,558	58,270
Equipment Operator/Maint. Wkr.	47	3	36,074	45,092	54,110
Heavy Equip. Mechanic	53	1	41,834	52,291	62,749
Precinct Road Superintendent	69	1	62,102	77,629	93,157
Road Foreman	56	2	45,049	56,313	67,577
Sr. Equipment Operator/Maint. Wkr.	52	6	40,812	51,016	61,220
Utility Maintenance Worker	44	1	33,498	41,873	50,248
ROAD & BRIDGE PRECINCT 3					
Administrative Secretary	50	1	38,847	48,558	58,270
Assistant Superintendent	58	1	47,332	59,164	70,997
Carpenter	55	1	43,953	54,940	65,927
Equipment Operator/Maint. Wkr.	47	3	36,074	45,092	54,110
Heavy Equip. Mechanic	53	1	41,834	52,291	62,749
Precinct Road Superintendent	69	1	62,102	77,629	93,157
Road Foreman	56	1	45,049	56,313	67,577
Sr. Equipment Operator/Maint. Wkr.	52	5	40,812	51,016	61,220
Utility Maintenance Worker	44	1	33,498	41,873	50,248
ROAD & BRIDGE PRECINCT 4					
Administrative Secretary	50	1	38,847	48,558	58,270
Assistant Superintendent	58	1	47,332	59,164	70,997
Equipment Operator/Maint. Wkr.	47	3	36,074	45,092	54,110
Executive Assistant	1	1			
Heavy Equip. Mechanic	53	2	41,834	52,291	62,749
Precinct Road Superintendent	69	1	62,102	77,629	93,157
Road Foreman	56	1	45,049	56,313	67,577
Sr. Equipment Operator/Maint. Wkr.	52	3	40,812	51,016	61,220
Senior Secretary	45	1	34,335	42,919	51,504
Sign Fabricator	42	1	31,884	39,855	47,827
Utility Maintenance Worker	44	2	33,498	41,873	50,248

JOB CLASSIFICATION	RATE	POSITIONS	MIN	MID	MAX
SERVICE CENTER					
Automobile Mechanic	48	3	36,975	46,218	55,461
Director of Vehicle Service Center	59	1	48,516	60,644	72,772
SHERIFF'S OFFICE					
Account Clerk	40	3	30,349	37,935	45,522
Administration Operations Manager	59	1	48,516	60,644	72,772
Administrative Office Specialist	46	6	35,193	43,991	52,790
Administrative Secretary	50	2	38,847	48,558	58,270
Aircraft Mechanic	62	1	52,247	65,307	78,367
Assistant Chief Deputy Sheriff	71	1	65,247	81,559	97,871
Building Maintenance Supervisor	58	1	46,404	58,005	69,605
Chief Deputy Sheriff	77	2	75,667	94,584	113,501
Corrections Maintenance Crew	40	1	30,349	37,935	45,522
Electrician	58	1	47,332	59,164	70,997
Financial Technician	48	1	36,975	46,218	55,461
Food Service Manager	52	1	40,812	51,016	61,220
Heating, Vent & AC Mechanic	57	1	45,271	56,589	67,906
Office Assistant	34	2	26,170	32,712	39,254
Office Specialist	38	11	28,887	36,107	43,328
Painter	46	1	35,193	43,991	52,790
Plumber	56	1	44,166	55,209	66,252
Receptionist/Clerk	34	2	25,657	32,071	38,484
Secretary	38	2	28,887	36,107	43,328
Senior Office Specialist	43	2	32,680	40,851	49,022
Senior Telecommunicator	46	1	35,193	43,991	52,790
Telecommunications Ser. Supervisor	54	1	42,881	53,601	64,321
Telecommunicator	42	9	31,884	39,855	47,827
Welder	50	1	38,847	48,558	58,270
TAX ASSESSOR/COLLECTOR					
Account Clerk	40	40	30,349	37,935	45,522
Accounting Technician	53	6	41,834	52,291	62,749
Administrative Secretary	50	1	38,847	48,558	58,270
Chief Deputy Tax Assessor	69	1	62,102	77,629	93,157
Financial Manager	71	1	65,247	81,559	97,871
Senior Account Clerk	43	6	32,680	40,851	49,022
VETERANS SERVICE					
Office Specialist	38	2	28,887	36,107	43,328
Veterans County Service Officer	60	1	49,726	62,158	74,591
Veterans Service Supervisor	49	1	37,900	47,375	56,850

JOB CLASSIFICATION	RATE	POSITIONS	MIN	MID	MAX
VICTIM'S ASSISTANCE (Domestic Violence)					
Receptionist/Clerk	34	2	26,170	32,712	39,254
Secretary	38	1	28,887	36,107	43,328
Victim's Assistance Director	56	1	45,049	56,313	67,577
Volunteer Coordinator	45	1	34,335	42,919	51,504
VISITOR'S CENTER					
Administration Operations Manager	59	1	48,516	60,644	72,772
Director of Visitors' Center	62	1	52,247	65,307	78,367
Secretary	38	2	28,887	36,107	43,328
Utility Maintenance Worker	40	1	30,349	37,935	45,522