



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

LEGAL NOTICE

Advertisement for Request for Proposal

August 5, 2025

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for **Request for Proposals (RFP 25-035/CG), Emergency Debris Monitoring Services for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327.** Specifications for this project may be obtained from the Jefferson County website, <https://jeffersoncountytexas.gov/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. Proposers shall forward an original and four (4) 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 Proposers 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. Proposers are invited to attend the sealed proposal opening.

PROPOSAL NAME: Emergency Debris Monitoring Services for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327.

PROPOSAL NUMBER: RFP 25-035/CG

DUE DATE/TIME: 11:00 AM CT, Wednesday, September 10, 2025

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 Cindy Greene, Contract Specialist at 409-835-8593 or Cynthia.greene@jeffersoncountytexas.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or email at: deb.clark@jeffersoncountytexas.gov.

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) to participate in the bidding 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 least seven (7) days prior to the bid due date at 409-835-8593.

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

Proposers are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

A handwritten signature of Deborah L. Clark in black ink, written over a faint circular stamp that matches the Jefferson County seal.

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:

Beaumont Enterprise & Port Arthur News:

August 6, 2025

The Examiner:

August 7, 2025 & August 14, 2025

TABLE OF CONTENTS

TABLE OF CONTENTS	1
PROPOSAL SUBMITTAL CHECKLIST.....	3
SECTION 1. INTRODUCTION TO PROPOSERS AND GENERAL REQUIREMENTS.....	4
1.1 Vendor Instructions	4
1.2 Governing Law	4
1.3 Ambiguity, Conflict, or Other Errors in RFP	4
1.4 Notification of Most Current Address.....	4
1.5 Proposal Preparation Cost.....	4
1.6 Signature of Proposal	4
1.7 Economy of Presentation	5
1.8 Proposal Obligation	5
1.9 Incorporation by Reference and Precedence	5
1.10 Governing Forms	5
1.11 Implied Requirements	5
1.12 Compliance with RFP Specifications	5
1.13 Vendor Registration: SAM (System for Award Management).....	5
1.14 FORM 1295 (Texas Ethics Commission) Requirement	6
SAMPLE OF COMPLETED FORM 1295.....	7
FORM 1295 (INSERTION PAGE)	8
1.15 Emergency/Declared Disaster Requirements	9
1.16 Evaluation	9
1.17 Withdrawal of Proposal	9
1.18 Minority-Women Business Enterprise Participation.....	9
HUB, SBE, MBE OR WBE CERTIFICATION (INSERTION PAGE)	12
1.19 Award.....	13
1.20 Ownership of Proposal.....	13
1.21 Disqualification of Proposal	13
1.22 Contractual Development.....	13
1.23 Assignment	13
1.24 Contract Obligation	13
1.25 Termination	13
1.26 Inspections.....	13
1.27 Testing.....	13
1.28 Loss, Damage, or Claim	14
1.29 Taxes	14
1.30 Non-Discrimination	14
1.31 Conflict of Interest.....	14
1.32 Confidentiality/Proprietary Information	14
1.33 Waiver of Subrogation	15
1.34 Acknowledgment of Insurance Requirements	15
1.35 Insurance Requirements	15
1.36 Workers Compensation Insurance	15
CERTIFICATE OF INSURANCE (INSERTION PAGE).....	18
SECTION 2. FEMA MANDATED CONTRACT PROVISIONS.....	19
BYRD ANTI-LOBBYING CERTIFICATION FORM	33
DEBARMENT/SUSPENSION CERTIFICATION	34
CIVIL RIGHTS COMPLIANCE PROVISIONS	35

TABLE OF CONTENTS (CONTINUED)

SECTION 3. PROPOSAL SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS	37
3.1 Submission of Proposal	37
3.2 Pre-Proposal Conference	38
3.3 Questions and Deadline for Question(s) Submission	38
3.4 Tentative Schedule of Events	39
SECTION 4. PROPOSAL FORMAT REQUIREMENTS	40
4.1 Introduction to Proposal Format Requirements	40
4.2 Organization of Proposal Contents	40
4.3 Transmittal Letter	40
4.4 Table of Contents	40
4.5 Executive Summary	41
4.6 Proposer Identifying Information	41
4.7 Proposer Personnel and Organization	41
SECTION 5. PROJECT OBJECTIVE AND SCOPE OF SERVICES	43
SECTION 6. PROPOSAL REQUIREMENTS	48
6.1 Objective	48
6.2 Proposer Experience	48
6.3 Type of Services Provided	48
6.4 Laws and Regulations	49
SECTION 7. PROPOSAL EVALUATION AND SELECTION PROCESS	50
7.1 Introduction	50
7.2 Cost Proposal	50
7.3 Evaluation Committee	50
7.4 Evaluation Process	50
7.5 Proposal Evaluation Criteria	51
ADDENDA (INSERTION PAGE)	52
COST PROPOSAL FORM	53
NON-DISCLOSURE AGREEMENT	54
RESPONDENT INFORMATION FORM	55
VENDOR REFERENCES FORM	56
SIGNATURE PAGE	57
CERTIFICATION REGARDING LOBBYING	58
DISCLOSURE OF LOBBYING (SF-LLL) FORM (W/COMPLETION INSTRUCTIONS)	59
DISCLOSURE OF LOBBYING ACTIVITIES FORM	60
CONFLICT OF INTEREST QUESTIONNAIRE	61
GOOD FAITH EFFORT (GFE)	64
NOTICE OF INTENT (NOI)	65
SUBCONTRACTOR PARTICIPATION DECLARATION FORM (HUB)	66
RESIDENCE CERTIFICATION/TAX FORM	70
HOUSE BILL 89 VERIFICATION	71
SENATE BILL 252 CERTIFICATION	72
RFP AFFIDAVIT	73

PROPOSAL SUBMITTAL CHECKLIST

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

The Proposer'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.

Proposer shall check each box indicating compliance.

THE ITEMS ON THE CHECKLIST BELOW MUST BE INCLUDED IN YOUR PROPOSAL SUBMISSION.

- ☐ Cover sheet identifying the contract/project being proposed, the name and address of the Proposer, the date of the proposal, and the email address, telephone, and facsimile numbers of Proposer.
- ☐ 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 Proposer is providing or has provided Emergency Debris Monitoring Services of the type requested, including the name, position, and telephone number of a contact person at each entity.
- ☐ Completed and Signed FORM 1295.
- ☐ Copy of Certificate of Insurance (COI). The COI at a minimum should reflect your firm/company's general insurance coverage.
- ☐ Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Proposer 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 Proposer 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 monies under the terms of any agreement(s) relating to such services.
- ☐ **One (1) Original and four (4) Response Copies; with all copies to include a Completed Copy of this specifications packet, in its entirety.**

Each Proposer 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.

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Please read the "Proposal Submittal Checklist" included in this package.

Company

Telephone Number

Address

Fax Number

Authorized Representative (Please print)

Title

Authorized Signature

Date

SECTION 1: INTRODUCTION TO PROPOSERS AND GENERAL REQUIREMENTS

This Request for Proposal (RFP) is to receive proposals from qualified firms regarding Emergency Debris Monitoring Services.

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. Proposer is responsible for fulfilling all requirements and specifications. It is imperative

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

Proposer 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 Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Proposer 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 Proposer 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 Proposer, or an error or ambiguity that reasonably should have been known to Proposer, then Proposer 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 Proposers 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 Proposer contractually. If the Proposer 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 Proposer 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 Proposer 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 Proposer 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 thereto and written responses to questions and written clarifications; and (5) the Contractor's 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 Proposer, shall be included in the proposal.

1.12 COMPLIANCE WITH RFP SPECIFICATIONS

It is intended that this Request for Proposals (RFP) describe the requirements and the response format in sufficient detail to secure comparable proposals. Failure to comply with all provisions of the RFP will 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>

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may *initially* accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFP submission to be considered as "responsive" to the specifications for the project.

However, the SAM Registration must be completed (showing "active" status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.

1.14 FORM 1295 (TEXAS ETHICS COMMISSION)

FORM 1295 SUBMISSION REQUIREMENT/INSTRUCTIONS FOR RFP PROPOSERS:

ALL NON-EXEMPT PROPOSERS ARE REQUIRED TO SUBMIT COMPLETED FORM 1295 WITH PROPOSAL SUBMISSION.

INSTRUCTIONS:

(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 WITH RFP PROPOSAL SUBMISSION.

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

SAMPLE: A sample of a completed FORM 1295 is included on PAGE 7.

FORM 1295 Implementation Background:

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

VENDOR: FORM 1295 MUST BE COMPLETED/SUBMITTED ON TEXAS ETHICS COMMISSION WEBSITE. HARD COPY OF FORM 1295 IS TO BE PRINTED, COMPLETED, SIGNED, AND SUBMITTED WITH BID/PROPOSAL/AGREEMENT/CONTRACT. JEFFERSON COUNTY WILL CONFIRM RECEIPT OF COMPLETED HARD COPY WITH THE TEXAS ETHICS COMMISSION.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

VENDOR:ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

JEFFERSON COUNTY, TEXAS

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE.

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary
	VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.		X	
	VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.			X

5 Check only if there is NO Interested Party.

CHECK BELOW IF APPLICABLE

6 UNSWORN DECLARATION **VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION.**

My name is _____, and my date of birth is _____

My address: _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 12/22/2017

NOTE: JEFFERSON COUNTY WILL KEEP A COPY OF THIS FORM ON FILE FOR EACH BID/PROPOSAL/CONTRACT/AGREEMENT AND EACH VENDOR RESPONDING TO BIDS/PROPOSALS.

PROPOSER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

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 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 Proposer. 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.

1.17 WITHDRAWAL OF PROPOSAL

The Proposer 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 Proposer 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.

1.18 SMALL, MINORITY & WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of Jefferson County to increase the participation of Small, 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.

Minority owned business may be eligible for contract procurement assistance with public and private sector entities from MBDA Centers

Dallas Fort Worth MBDA Business Center

8828 N. Stemmons Freeway, Ste. 550 B

Dallas, TX 75247

214-920-2436

Website: <https://www.mbdadfw.com>

Email: admin1@mbdadallas.com

El Paso MBDA Business Center

2401 East Missouri Avenue

El Paso, TX 79903

915-351-6232

Website: <https://www.mbda.gov/business-center/el-paso-mbda-business-center>

Email: treed@ephcc.org

Houston MBDA Business Center

3100 Main Street, Ste. 701

Houston, TX 77002

713-718-8974

Website: <https://www.mbda.gov/business-center/houston-mbda-business-center>

Email: mbda@hccs.edu

San Antonio MBDA Business Center

501 W. Cesar E. Chavez Blvd., Ste. 3.324 B

San Antonio, TX 78207

210-458-2480

Website: <https://www.mbda.gov/business-center/san-antonio-mbda-business-center>

Email: Jacqueline.jackson@utsa.edu

Small and woman-owned business may be eligible for assistance from U.S. Small Business Administration (SBA):

Website: <https://www.sba.gov/local-assistance>

Dallas/Fort Worth District Office

150 West Parkway, Ste. 130

Euless, TX 76040

817-684-5500

Website: <https://www.sba.gov/district/dallas-fort-worth>

Email: dfwdo.email@sba.gov

El Paso District Office

211 N. Florence St, Ste. 201

El Paso, TX 79901

915-834-4600

Website: <https://www.sba.gov/district/el-paso>

Email: Suzanne.aguirre@sba.gov

Houston District Office

8701 S. Gessner Dr, Ste. 1200

Houston, TX 77074

713-773-6500

Website: <https://www.sba.gov/district/houston>

Email: houston@sba.gov

Lower Rio Grande Valley District Office

2422 E. Tyler Ave, Suite E

Harlingen, TX 78550

956-427-8533

Website: <https://www.sba.gov/district/lower-rio-grande-valley>

Email: lrgvdo.email@sba.gov

San Antonio District Office

615 E. Houston St, Ste 298

San Antonio, TX 78205

210-403-5900

Website: <https://www.sba.gov/district/san-antonio>

Email: sado.email@sba.gov

West Texas District Office

1205 Texas Ave, Room 408

Lubbock, TX 79401

806-472-7462

Website: <https://www.sba.gov/district/west-texas>

Email: lubdo@sba.gov

HUB certification information can be found at:

Statewide Procurement Division HUB Program

P.O. Box 13528

Austin, TX 78711

512-463-5872 or 888-863-5881

Website: <https://comptroller.texas.gov/purchasing/vendor/hub>

Email: statewidehubprogram@cpa.texas.gov

PROPOSER: INSERT HUB, SBE, MBE or WBE Certification behind this page.

1.19 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 Proposer, and/or to reject any or all proposals. In the event the highest dollar Proposer meeting specifications is not awarded a contract, the Proposer may appear before Commissioners' Court and present evidence concerning his responsibility.

1.20 OWNERSHIP OF PROPOSAL

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

1.21 DISQUALIFICATION OF PROPOSAL

Upon signing this proposal document, a contractor offering to sell supplies, materials, services, or equipment to Jefferson County certifies that the Proposer 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 Proposers.

1.22 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 Proposer 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.

1.23 ASSIGNMENT

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

1.24 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 Proposer. **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.

1.25 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 proposal, or if the Proposer 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.

1.26 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 Proposer as inadequate.

1.27 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.

1.28 LOSS, DAMAGE, OR CLAIM

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

1.29 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.

1.30 NON-DISCRIMINATION

The successful Proposer 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.

1.31 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.

By submitting a proposal in response to this RFP, all Proposers 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.

Each Proposer 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 Proposer, 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 Proposer, 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.**

1.32 CONFIDENTIAL/PROPRIETARY INFORMATION

If any material in the proposal submission is considered by Proposer to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Proposer), **Proposer must clearly mark the applicable pages of Proposer's proposal submission to indicate each claim of confidentiality. Additionally, Proposer 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, Proposer agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Proposer's proposal submission or other information submitted by Proposer.

1.33 WAIVER OF SUBROGATION

Proposer and Proposer'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 Proposer's performance under this agreement.

1.34 ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

By signing its proposal, Proposer acknowledges that it has read and understands the insurance requirements for this proposal. Proposer 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 Proposer's proposal. The insurance requirements are part of this package.

1.35 INSURANCE REQUIREMENTS

The contractor (including any and all subcontractors as defined in Section 1.36 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.

PROPOSER: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.

Note: For proposal purposes, a general COI will suffice. However, a COI that includes the notation that “Jefferson County as an additional insured” will be required from Awarded Proposer(s) prior to the issuance of a Purchase Order.

SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)
MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS
REQUIRED BY 2 C.F.R. §200.327 APPENDIX II TO 2 CFR §200

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. ***Language as of January 3, 2025**

THRESHOLD	PROVISION	CITATION
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908 , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Although not required for contract at or below the SAT, FEMA suggests including a remedies provision. The NFE should consult their servicing legal counsel to determine whether and how remedies for breach of contract are permissible under applicable state, local, or tribal laws or regulations.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. FEMA suggests including a termination for cause and for convenience in all contracts even when not required. The NFE should consult their servicing legal counsel to determine whether and how termination provisions are permissible under applicable state, local, or tribal laws or regulations.	2 CFR 200 APPENDIX II (B)
None	<p>Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p>	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)

	<p>During the performance of this contract, the contractor agrees as follows:</p> <p>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:</p> <p>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.</p> <ol style="list-style-type: none"> (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 	
--	--	--

	<p>investigation to ascertain compliance with such rules, regulations, and orders.</p> <p>(7) In the event of the contractor's noncompliance with the nondiscrimination 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.</p> <p>(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through</p> <p>(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 noncompliance:</p> <p>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.</p> <p>The [recipient] 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 [recipient] 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.</p> <p>The [recipient] 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.</p> <p>The [recipient] 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</p>	
--	---	--

	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 [recipient] 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 [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.	
>\$2,000	<p>Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p> <p>FEMA PA and HMGP do not require these clauses unless it is a requirement for matching funds by another federal program legislation such as CDBG-DR.</p> <p>When required, prime construction contracts over \$2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act.</p> <p>If applicable per the standard described above, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.</p> <p>In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act. Sample contract clauses are provided in the FEMA Contract Provisions Guide.</p>	<p>2 CFR 200 APPENDIX II (D); 40 U.S.C. §§ 3141-3144 and 3146-3148; supplemented by 29 C.F.R. Part 5; 40 U.S.C. § 3145; supplemented by 29 C.F.R. Part 3</p>
> \$100,000+ Mechanics or Laborers	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must	<p>2 CFR 200 APPENDIX II (E); 40 U.S.C. §§ 3701-</p>

	<p>include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p> <p><u>Applicability</u> This required contract provision applies to all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work. These requirements <i>do not</i> apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p> <p><u>Required Language</u> Compliance with the Contract Work Hours and Safety Standards Act.</p> <ol style="list-style-type: none"> 1. <i>Overtime requirements.</i> 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. <i>Violation; liability for unpaid wages; liquidated damages.</i> 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. <i>Withholding for unpaid wages and liquidated damages.</i> The (insert name of grant recipient or subrecipient) 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 	<p>3708; supplemented by 29 C.F.R. Part 5</p>
--	--	---

	<p>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.</p> <p>4. <i>Subcontracts.</i> 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.</p> <p>For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required, FEMA suggests including the language below.</p> <p><u>Suggested Language</u> Further Compliance with the Contract Work Hours and Safety Standards Act.</p> <p>1. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.</p> <p>Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.</p>	
None	<p>Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.</p> <p>This provision does not apply to all FEMA grant and cooperative agreement programs including PA and HMGP as awards under these programs do not meet the definition.</p>	<p>2 CFR 200 APPENDIX II (F); Funding Agreement; definition found under 37 C.F.R. § 401.2(a).</p>
>\$150,000	<p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders</p>	<p>2 CFR 200 APPENDIX II (G); 42 U.S.C. §§ 7401-7671q; 33 U.S.C. §§</p>

	<p>or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671g) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p> <p><u>Suggested Language:</u></p> <p>Clean Air Act</p> <p>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 <i>et seq.</i></p> <p>The contractor agrees to report each violation to the (insert name of non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.</p> <p>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.</p> <p>Federal Water Pollution Control Act</p> <p>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 <i>et seq.</i></p> <p>The contractor agrees to report each violation to the (insert name of the non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the (insert name of the pass-through entity, if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.</p> <p>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.</p>	1251-1387
>\$25,000	<p>Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.</p> <p>The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.</p> <p><u>Suggested Language:</u></p> <p>Suspension and Debarment</p>	<p>2 CFR 200 APPENDIX II (H); 2 C.F.R. Part 180 (implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989)); 2 C.F.R. Part 3000 (Department of</p>

	<p>This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 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).</p> <p>The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.</p> <p>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. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.</p> <p>The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and 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.</p>	Homeland Security regulations for Non-procurement Debarment and Suspension, implementing 2 C.F.R. Part 180).
> \$100,000; and Certification required for all contracts greater than \$100,000	<p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p> <p>If applicable, contractors must sign and submit the following certification to the NFE with each bid or offer exceeding \$100,000.</p> <p><u>Required Certification:</u> CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)</p>	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303; (citing 31 U.S.C. § 1352); 44 C.F.R. § 18.110
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
Work involves the use of materials, and the contract is for more than \$10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement	2 CFR 200.323; Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962)

	<p>program for procurement of recovered materials identified in the EPA guidelines.</p> <p><u>Suggested Language:</u></p> <p>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—</p> <p>Competitively within a timeframe providing for compliance with the contract performance schedule;</p> <p>Meeting contract performance requirements; or</p> <p>At a reasonable price.</p> <p>Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.</p> <p>The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.</p>	
>\$100,000	<p><i>§135.38 Section 3 clause</i></p> <p><i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take</p>	

	<p>appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p>	
<p>None; All FEMA declarations and awards issued on or after November 12, 2020.</p>	<p>Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:</p> <p>Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ol style="list-style-type: none"> (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). <ol style="list-style-type: none"> (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical 	<p>2 CFR 200.216</p>

	<p>infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).</p> <p>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</p> <p>(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.</p> <p>(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See Public Law 115-232, section 889 for additional information.</p> <p>(d) See also § 200.471.</p>	
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336
None; All FEMA declarations and awards issued on or after November 12, 2020.	<p><u>Suggested Language:</u></p> <p>If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) listed below to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>Contracting with HUB, small and minority businesses, women's business</p>	2 C.F.R. § 200.321(b)(1)-(5)

	<p>enterprises, and labor surplus area firms.</p> <p>(a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below.</p> <p>(b) Such consideration means:</p> <p>(1) These business types are included on solicitation lists;</p> <p>(2) These business types are solicited whenever they are deemed eligible as potential sources;</p> <p>(3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;</p> <p>(4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;</p> <p>(5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring a contractor under a Federal award to apply this section to subcontracts.</p>	
None	<p>Financial records, supporting documents, statistical records, and all other non- Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of</p>	2 CFR 200.334; and 200.337

	<p>costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p> <p><u>Suggested Language for All Procurements:</u></p> <ul style="list-style-type: none"> a. The Contractor agrees to provide (insert non-federal entity), the Texas Division of Emergency Management (TDEM), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. b. The FIRM agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. c. The CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. d. In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the (insert name of the non-federal entity) 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. 	
None	<p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental Corporation may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the U.S. Department of Treasury under Executive Order 13224. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 8 U.S.C.1189(a)(1) of the United States Code.</p>	<p>United States Code 19 U.S.C. 2511</p>
>\$100,000	<p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that:</p> <ul style="list-style-type: none"> (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. <p>(b) A governmental Corporation may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p> <ul style="list-style-type: none"> (1) does not boycott Israel; and will not boycott Israel during the term of the contract. 	<p>(Adhere to your State's Local Government Code)</p>

Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.	Optional
	<p>Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.</p> <p><u>Suggested Language:</u></p> <p>The CONTRACTOR shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).</p>	42 U.S.C. 6201
	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.
	Pursuant to the <i>Violence Against Women Act Reauthorization of 2022</i> , the Grant Recipient must certify that local policies do not interfere with the residents' Right to Report Crime and Emergencies from One's Home. The certification will confirm that no ordinances, local regulations, or policies adopted by the local government and currently in effect contain any financial or regulatory penalty imposed on property owners or residents as a result of any use of emergency services, or that the Grant Recipient is actively addressing such local regulations.	Pub. L. 117-103, 136 Stat. 49

BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

The Contractor _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

Proposer:

**Please complete this form and
include with proposal submission.**

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid/proposal. Information on debarment is available at the following websites: www.sam.gov and <https://acquisition.gov/far/index.html> see section 52.209-6.

The Contractor _____ certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

Proposer:

**Please complete this form and
include with proposal submission.**

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

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 noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order 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.

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

- 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 noncompliance:

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.

REQUIRED FORM

Proposer:

**Please complete this form and
include with proposal submission.**

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

SECTION 3. PROPOSAL SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

The following requirements and instructions supersede General Requirements where applicable.

3.1. SUBMISSION OF PROPOSAL

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

Respondent is responsible for submitting: One (1) original and four (4) response copies; with all copies to include a completed copy of this specifications packet, in its entirety.

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

Respondent shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or RFQ updates. <https://jeffersoncountytexas.gov/Purchasing/>.

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Responses must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Respondent shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED RFP RESPONSE." The outside of the envelope or box shall also include the RFP Number, RFP Name, RFP Due Date, and the Respondent's Name and Address; and shall be addressed to the Purchasing Agent.

All submissions must be received by 11:00 am CT, Wednesday, September 10, 2025.

- Late responses will not be accepted and will be returned unopened to the Respondent.
- Jefferson County will not accept any responsibility for responses being delivered by third party carriers.
- RFP responses will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.
- Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this RFP.
- All responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.
- All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

Please direct questions to Cindy Greene, Contract Specialist at 409-835-8593 or Cynthia.greene@jeffersoncountytexas.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or email at: deb.clark@jeffersoncountytexas.gov.

Courthouse Security:

All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals 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.

In response to the Covid-19 pandemic, Jefferson County will be implementing precautionary measures as currently recommended by the CDC within its facilities.

Respondents are strongly urged to plan accordingly.

COUNTY HOLIDAYS (2025):

~~January 20 (Monday) – Martin Luther King, Jr. Day~~
~~April 18 (Friday) – Good Friday~~
~~May 26 (Monday) – Memorial Day~~
~~June 20 (Friday) – Juneteenth~~
~~July 4 (Friday) – Independence Day~~
September 1 (Monday) - Labor Day
November 11 (Tuesday) - Veteran's Day
November 27 & 28 (Thursday & Friday) - Thanksgiving
December 25 & 26 (Thursday & Friday) Christmas
January 1, 2026 (Thursday) - New Year's

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

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the RFP 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 Statements of Qualifications 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.

3.2 PRE-PROPOSAL CONFERENCE

Due to the nature of this Request for Proposals, a Pre-Proposal Conference will not be held for this project.

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

3.3 QUESTIONS AND DEADLINE FOR QUESTION SUBMISSION

Questions may be emailed to Cindy Greene, Contract Specialist at Cynthia.greene@jeffersoncountytexas.gov or faxed to 409-835-8456. If no response in 72 hours, contact Deborah Clark, Purchasing Agent by email at: deb.clark@jeffersoncountytexas.gov.

The Deadline for asking questions or requesting additional information (in writing) is **5:00 pm, CT, Monday, August 18, 2025.**

3.4 TENTATIVE SCHEDULE OF EVENTS

August 5, 2025	Issuance of Request for Proposal
September 10, 2025	Deadline Submission (late proposals will not be considered)
September 12, 2025	Proposals distributed to Evaluation Committee
September 19, 2025	Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
September 26, 2025	If Applicable: Conduct Interview/Best and Final Offer/Short List
October 7, 2025	Recommendation for Award

Please note:

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

SECTION 4. PROPOSAL FORMAT REQUIREMENTS

4.1 INTRODUCTION TO PROPOSAL FORMAT REQUIREMENTS

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.

4.2 ORGANIZATION OF PROPOSAL CONTENTS

Each proposal must be organized in the manner described below:

- A. Transmittal Letter
- B. Table of Contents
- C. Executive Summary
- D. Proposer Identifying Information
- E. Proposer Personnel and Organization
- F. Cost Proposal Form (PAGE 53)
- G. Copy of RFP Specifications and any Addenda in their entirety.
(Note: All forms should be completed, and any information requested should be inserted/included)

4.3 TRANSMITTAL LETTER

The Proposer 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 **(90)** days from the deadline for delivery of proposals to the County. Any proposal containing a term of less than **(90)** days for acceptance will be rejected as non-responsive.

The transmittal letter must be signed by a person legally authorized to bind the Proposer to the representations in the response. In the case of a joint proposal, each party must sign the transmittal letter. The Proposer also must indicate, in its transmittal letter, why it believes that it is the most qualified Proposer 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 Proposer takes exception to any of the proposed terms and conditions stated in this RFP, those exceptions must be noted in the transmittal letter. However, Proposer must realize that failure to accept the terms specified in this proposal may result in disqualification of the proposal.

4.4 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.

4.5 EXECUTIVE SUMMARY

The Proposer must provide an executive summary of its proposal that asserts that the Proposer 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 Proposer must identify any services that are provided beyond those specifically requested. If the Proposer is providing services that do not meet the specific requirements of this RFP, but in the opinion of the Proposer are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, the Proposer must realize that failure to provide the services specifically required may result in disqualification of the proposal.

4.6 PROPOSER IDENTIFYING INFORMATION

Proposers must provide the following identifying information with their proposal submission:

- 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 Proposer's performance under the terms of this RFP;
- e. Name, address, business and fax number of the Proposer's principal contact person regarding all contractual matters relating to this RFP;
- f. The Proposer'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 Proposer (and any subcontractors) who will perform services on this project; and
- h. A statement regarding the financial stability of the Proposer, including the ability of the Proposer to perform the functions required by this RFP and to provide those services represented by the Proposer in its response.

4.7 PROPOSER'S PERSONNEL AND ORGANIZATION

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

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

SECTION 5. PROJECT OBJECTIVE AND SCOPE OF SERVICES

5.1 PROJECT OBJECTIVE

Jefferson County is a coastal county and is vulnerable to natural and manmade disasters including hurricanes, tornadoes, floods, oil spills, and hazardous material releases.

Disasters such as hurricanes often produce large volumes of debris. Debris and damaged trees create hazardous conditions including blocked roadways/drives and obstacles to emergency vehicles. These hazards and obstacles often block routine, essential, and emergency traffic, both vehicular and pedestrian. One of the first essential steps in securing the community is the removal of hazardous debris to allow for security, emergency, and other service traffic. It is in the best interest of the County to enter into an agreement for a term of one (1) year with an option to renew for (2) additional years with a firm to provide debris management and monitoring services as a result of a disaster.

5.2 SCOPE OF SERVICES: DEBRIS REMOVAL MONITORING

5.2.1 Staff Mobilization

The debris monitoring firm (Monitor) will be expected to mobilize within 3 days of a written notice to proceed with key staff experienced in various aspects of debris operations (including truck certification, mapping/zone development, etc.) in order to participate in the "response" phase of the disaster event. Additional Monitor staff shall be contacted and put on standby for potential mobilization. Logistical arrangements for out of town staff, such as lodging arrangements for key staff, are the responsibility of the Monitor.

5.2.2 Field Documentation of Work

Monitor shall carefully document debris removal activities as well as hazardous trees and trees that contain hazardous hanging limbs that need to be removed. Monitor will work closely with the Owner and with FEMA/FHWA to determine the most effective methods of documentation to ensure that debris removal is eligible for federal funding. Monitor shall communicate with FEMA to ensure documentation supports project reimbursement. Monitor will work with FEMA in an effort to pre-validate as much eligible debris, tree and limb removal as practical.

5.2.3 Collection Monitoring of Rights-of-Way and Public Property Debris

Monitor will provide collection monitors with each of the Contractor's loading crews to ensure each load is related to the disaster and is eligible for federal reimbursement. The street address and/or GPS coordinates will be recorded on each load ticket. The Monitor will initiate a multi-part ticket in the field for each load, containing information related to the location of the debris, time, date, truck identification, truck driver, etc. The ticket will then be delivered to the Debris Management Site (DMS) or disposal site with the truck driver for load rating. Load ticketing and documentation will also be performed for hazardous tree and limb removal. This project may include monitoring the removal of abandoned cars, boats, marine debris, white goods, beach

cleaning and structure demolition. Monitor will provide similar services if debris removal from private property/right-of-entry (ROE) is approved for this project. Field monitoring of debris haulers shall be performed in accordance with current FEMA, FHWA and state requirements and in coordination with the Owner.

5.2.4 Monitor Training

Monitor **will** provide training to all employees concerning safety, eligibility for reimbursement and disaster specific information. The Monitor will be required to perform adequate training for locally hired staff at no expense to the Owner. All Monitor employees must be able to effectively communicate to a level appropriate to their responsibilities.

5.2.5 Spot Checks and Auditing of Monitors

Monitor will provide roving monitors, field coordinators and supervisory personnel to ensure that field monitors are making accurate eligibility calls, keeping good documentation and are working effectively with the debris removal contractor.

5.2.6 Project Mapping

Maps will be used to document the debris removal progress. The final pass along each roadway will be mapped for the Owner's information, and FEMA documentation. Monitor will assist the Owner in public communication and will document and relay any citizen complaints for action by the contractor or the Owner.

5.2.7 Truck Certification

Monitor will establish a team of individuals who **will** inspect and certify vehicles for hauling storm related debris in accordance with FEMA guidelines. A certification sheet with measurement, photos and calculations documenting the capacity of the truck is kept for load rating and ticket auditing. Summary books will be kept at each DMS/disposal site for quality control. Certifications should also include a methodology to discourage collection contractors from modifying their vehicle after certification, such as identifying unique attributes to the vehicle like sideboards. Photographs of the vehicle and its driver shall be documented. Periodic spot checks and recertification of trucks that were potentially altered after initial certification shall be performed.

5.2.8 Quality Control/Quality Assurance

A QC/QA program should be implemented by the Monitor to minimize errors in debris monitor tickets and all documentation functions. Eligibility of work, reliability of documentation and data accuracy are critical in achieving full reimbursement for eligible project expenses.

5.2.9 OMS/Disposal Sites

Monitor will provide trained monitors at DMS and disposal sites to call loads based on the amount of debris in each truck. It is imperative that these monitors make accurate calls to safeguard public funds. Monitors will also make sure that the trucks are empty as they leave the site. Furthermore, monitors will review the truck certification worksheets to make sure the trucks have not been modified to affect their capacity (shortened or removed sideboards, for example). Similar systems will be used to verify, track and document hauling of reduced debris from DMS sites through final disposal, if applicable.

5.2.10 Data Management

Monitor will establish an advanced project data management system and enter load ticket information on a daily basis. This information can be provided to the Owner, FEMA, and the Contractor GPS coordinates or addresses for tree and stump removal, and debris removal progress, as applicable. Additionally, the staff will **work with the Contractor to reconcile invoices, and review debris removal invoices for recommendation of** payment by the Owner. Furthermore, Monitor will organize field information for FEMA documentation including photographs and/or GPS coordinates. Monitor will help track invoices for FEMA reimbursement and provide additional supporting information as requested.

5.2.11 Public Information Support

Monitor may be asked to assist the Owner in public outreach following a disaster event as it relates to debris recovery efforts. This may include establishing and staffing (including supplying equipment, phone lines, etc.) a "debris hotline" to respond to public complaints and concerns, or establishing a website. This also may include assistance with press releases, public notices and other public information functions. All functions will be performed in a manner to maximize federal and state reimbursement.

5.2.12 Funding Support

The Monitor shall assist the Owner in securing maximum reimbursement for eligible work from state and federal agencies. Specific funding support services may include working with the Owner to develop a cash flow strategy that focuses on early reimbursement. This includes assistance in preparing a debris quantity estimate that is supported by FEMA staff, early preparation of a project worksheet to cover the estimated cost of the entire debris removal effort at the outset of the project, and assisting the Owner and FEMA personnel with Project Worksheets, Versions, etc. Monitor shall be prepared to assist Owner with appeals based on their in-depth knowledge of FEMA and FHWA reimbursement policies. Monitor shall be prepared to assist the Owner, if requested, in tracking progress of Project Worksheets and providing quick response to any problem issue that may arise that could slow funding. Monitor shall be prepared to assist Owner in finding additional funding reimbursement sources related to disaster mitigation.

5.2.13 Recovery Services

The Owner is interested in selecting a monitoring firm with field implementation and FEMA reimbursement experience in community recovery including, but not limited to:

- Right-of-Entry (ROE) administration and data base management
- ROW and private property vegetative/C & D hazard removal monitoring
- ROW and private property demolition coordination and monitoring
- Monitoring of marine debris removal and beach sand cleaning

5.2.14 Other Related Services

Services not specifically identified in this request, but are needed to provide a complete debris removal and documentation project.

5.2.15 Pre-Storm Coordination

Monitor will be prepared to meet with the Owner once prior to June 1st of each year to coordinate services for the upcoming storm season. Additionally, Monitor shall meet with the Owner immediately prior to a credible disaster threat. These meetings shall occur at no cost to the Owner and are meant to facilitate increased coordination of efforts, to discuss the Owner's expectations of the Monitor, and to fast track recovery activities when a disaster strikes.

5.2.16 Safety Meetings and Monitoring Updates

Safety of monitoring staff is of paramount importance. Monitor will hold regular meetings with debris monitors and staff for project updates and to communicate safety issues. If important information becomes available, the staff may meet more frequently.

5.2.17 Coordination Meetings with Contractor(s)

Monitor will initiate a coordination meeting with the debris removal contractor to help expedite the work, and to discuss any issues that may arise during the project. It is important that the monitor and contractor **are communicating with each other to ensure a successful project.**

5.2.18 Contractor Damages

The Monitor may be asked to develop a database application to track and help the Owner manage contractor damages.

5.2.19 Status Reports

Monitor will provide detailed daily or weekly status reports to the Owner as requested for use and information. Relevant project statistics and cumulative statistics will be shown in a straight forward manner to officials to provide information to the media or to their constituents.

5.3 CONTRACTUAL REQUIREMENTS

The Owner is seeking qualifications and proposals for monitoring and managing the removal of disaster generated debris from public lands, easements, and rights-of-way. Removal of debris from private property may also be included. The primary purpose of these services is to ensure that the entire debris removal, hauling, recycling and/or disposal process is done properly and expeditiously and is eligible for reimbursement under Federal Emergency Management Agency (FEMA) Public Assistance Program, Federal Highway Administration (FHWA) and state emergency management agency guidelines.

Respondent must meet the following general conditions:

- 1) be able to provide monitoring of the clean-up, removal, separation, reduction and disposal of debris as defined in the Scope of Services
- 2) be willing and capable of performing the Services, including, but not limited to, proper documentation preparation, management, and event closure services;
- 3) be knowledgeable and have experience in the provision of the Services for reimbursement through the FEMA Public Assistance and FHWA ER program; and
- 4) be able to perform the Services and any other agreed to services in a timely manner, recognizing that the Owner desires to have this project completed within 30 days following completion of debris hauling and removal.

SECTION 6. PROPOSAL REQUIREMENTS

6.1 OBJECTIVE OF PROPOSAL

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.

6.2 PROPOSER EXPERIENCE

The Successful Proposer 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 Proposer must describe in detail the current and historical experience the Proposer and its subcontractors have that would be relevant to completing the project. The Proposer 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 Proposer and its subcontractors, as applicable, have had and all experience similar to this contract that qualifies the Proposer 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 Proposer must indicate whether the organizations so listed are included for the purpose of verifying the Proposer'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 Proposer under the contract, and whether the Proposer was the contractor or subcontractor.

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

6.3 TYPE OF SERVICES PROVIDED BY PROPOSER

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

1. Staff Mobilization
2. Field Documentation of work
3. Collection Monitoring of Rights-of-Way and Public Property Debris
4. Monitor training
5. Spot checks and Auditing of Monitors
6. Project Mapping
7. Truck Certification
8. Quality Control/ Quality Assurance
9. DMS/ Disposal Sites
10. Data Management
11. Public Information Support

12. Funding Support
13. Recovery Services
14. Other Related Services
15. Pre-Storm Coordination
16. Safety Meetings and Monitoring Updates
17. Coordination Meetings with Contactor(s)
18. Contractor Damages
19. Status Reports

6.4 LAWS AND REGULATIONS

The Emergency Debris Monitoring Firm(s) must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

SECTION 7. PROPOSAL EVALUATION AND SELECTION PROCESS

7.1 INTRODUCTION TO EVALUATION AND SELECTION PROCESS

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.

7.2 COST PROPOSAL

The Proposer must utilize the form provided on **PAGE 53 of these specifications** 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 this provided form that is intended to be a substitute for **PAGE 53 of these specifications**, that is provided by a Proposer may be determined as non-responsive, and may result in the proposal's disqualification.

7.3 EVALUATION COMMITTEE

Because of the diversity of the departments and activities of the County, the Purchasing Agent will appoint the Evaluation Committee for this Request for Proposals. The Purchasing Agent may appoint a chairperson and no less than two (2) other members for the committee. Typically, the committee will consist of at least one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department requesting the project, or the department executing the project. However, this structure is not binding and subject to change at the discretion of the Purchasing Agent. Other members may be appointed to the Evaluation Committee as necessary and appropriate, but the total number of persons committee shall not exceed five (5) persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project in order to assist the committee in developing a list of firms that might best accomplish the work required. Committee membership and project requirements will vary from project to project. Therefore, a firm rated number one for one project could be considered not qualified or ranked lower on another project.

7.4. EVALUATION PROCESS

RFP Submittals that do not conform to the instructions or which do not address all the services as specified within this RFP specifications packet may be eliminated from consideration. However, Jefferson County reserves the right to accept such a submittal if it is determined to be in the best interest of the County.

While Jefferson County appreciates a brief, straight-forward, and concise reply; proposer must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous, and equivocal statements may be construed against the proposer. The proposal document may be incorporated into any contract which results from this RFP, and vendor(s) are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the vendor to meet such claims will result in a requirement that the vendor provide resources necessary to meet submitted claims.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. **Vendors shall not contact any Jefferson County personnel during the RFP process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.**

All correspondence relating to this RFP, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this RFP shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee and Commissioners' Court. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

7.5 PROPOSAL EVALUATION CRITERIA:

a. REFERENCES – 25%

References on recent projects of similar size and scope. Including two projects over 500,000 C.V.

b. CAPACITY TO RESPOND – 20%

Workplan and Capacity to Respond to major and catastrophic disasters, with few existing pre-event contracts within 500 miles of Jefferson County, Texas.

c. EXPERIENCE – 20%

Diverse project experience including: RWO, C & D debris, marine debris, private property, structure demolition, and vessel removal.

d. PERSONNEL QUALIFICATIONS – 20%

This refers to the number and qualifications of the firm and key professional personnel who would be assigned to the job.

e. FEE SCHEDULE – 15%

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.

**PROPOSER: INSERT ALL ADDENDA BEHIND THIS PAGE.
PLEASE BE SURE TO COMPLETE, SIGN, ATTEST, AND DATE EACH ADDENDUM.**

COST PROPOSAL FORM

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

Each Proposer must complete and submit the Cost Proposal Form/Fee Schedule below. Cost will be evaluated using the hourly rates submitted below for the labor positions listed. The hourly labor rates shall include all applicable overhead and profit. Overtime hours will be paid at the same rate as regular time hours. All normal expenses shall be absorbed in hourly rates, including lodging, meals, transportation, and per Diem. Special costs such as boat rental and marine expenses may be billed to the Owner at cost without mark-up. **Proposer may also include additional, optional positions and services.**

Name of Proposer:	
Signature:	
Title:	

Position	Hourly Rate
Project Manager	\$
Operations Manager	\$
Data Manager	\$
GIS Analyst	\$
Field Supervisor	\$
Debris Site/Tower Monitors	\$
Collection Monitor	\$
Data Entry Clerk/Clerical	\$
Billing/Invoice Analysts	\$

REQUIRED FORM**Proposer:**

**Please complete this form and
include with proposal submission.**

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: _____

REQUIRED FORM

Proposer:

**Please complete this form and
include with proposal submission.**

RESPONDENT INFORMATION FORM

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information.
PLEASE PRINT.

RFP Number & Name: (RFP 25-035/CG), Emergency Debris Monitoring for Jefferson County

Proposer's Company/Business Name: _____

Proposer's TAX ID Number: _____

If Applicable: HUB Vendor No. _____ DBE Vendor No. _____

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

Alternate Phone Number if available (with area code): _____

Fax Number (with area code): _____

Email Address: _____

Mailing Address (Please provide a physical address for bid bond return, if applicable):

Address

City, State, Zip Code

<p>REQUIRED FORM</p>

<p><u>Proposer:</u></p>

<p>Please complete this form and include with proposal submission.</p>

VENDOR REFERENCES FORM

Proposer: 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.

REQUIRED FORM

Proposer: Please complete this form and include with proposal submission.

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: _____

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

This Proposal/RFP Response shall remain in effect for **90 days** from RFP 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 Statements of Qualification, Conditions of RFP Response, 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 RFP response in collusion with any other Respondent, and that the contents of this RFP response as to prices, terms or conditions of said response have not been communicated by the undersigned nor by any employee or agent to any other RFP Respondent or to any other person(s) engaged in this type of business prior to the official opening of this RFP. And further, that neither the Respondent 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 respond or not to respond thereon.

RFP Respondent (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

REQUIRED FORM

Proposer:

**Please complete this form and
include with proposal submission.**

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official *(Please Print)*

Date

REQUIRED FORM

Proposer:

**Please complete this form and
include with proposal submission.**

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: _____ a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance	Status of Federal Action: _____ a. bid/offer/application _____ b. initial award _____ c. post-award	Report Type: _____ a. initial filing _____ b. material change
Name and Address of Reporting Entity: _____ Prime _____ Sub-awardee Tier _____, if Known: Congressional District, if known:		If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: Congressional District, if known:
Federal Department/Agency:		7. Federal Program Name/Description: CFDA Number, if applicable: _____
Federal Action Number, if known:		9. Award Amount, if known: \$ _____
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

REQUIRED FORM

Proposer:

**Please complete this form and
include with proposal submission.**

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

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

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

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

- (2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

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>	<div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold;">OFFICE USE ONLY</div> <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>	
<div style="border: 1px solid black; padding: 2px;"> 1 Name of vendor who has a business relationship with local governmental entity. </div>		
<div style="border: 1px solid black; padding: 2px;"> 2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.) </div>		
<div style="border: 1px solid black; padding: 2px;"> 3 Name of local government officer about whom the information in this section is being disclosed. <div style="text-align: center; margin-bottom: 10px;"> <div style="border-bottom: 1px solid black; width: 200px; margin: 0 auto;"></div> Name of Officer </div> <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> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <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> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <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> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> </div>		
<div style="border: 1px solid black; padding: 2px;"> 4 </div>		
<div style="border-top: 1px solid black; margin-top: 10px;"></div> Signature of vendor doing business with the governmental entity		<div style="border-top: 1px solid black; margin-top: 10px;"></div> Date

Adopted 8/7/2015

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

**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>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: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">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 style="margin-top: 20px;"> _____ Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath </p>	

Adopted 8/7/2015

**THIS FORM IS FOR
OFFICE USE ONLY**

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 . . .

- | | | |
|------------------------------|-----------------------------|---|
| <input type="checkbox"/> Yes | <input type="checkbox"/> 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? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 2. Notify in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> 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)? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. Negotiate in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 5. Document reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> 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 proposal.

If necessary, please use a separate sheet to answer the above questions.

Printed Name of Authorized Representative

Signature

Title

Date

REQUIRED FORM

Proposer:

**Please complete this form and
include with proposal submission.**

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

This information must be submitted with your proposal.

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

☐ Yes ☐ No

Instructions for Prime Contractor/Consultant: Proposer 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: p Yes p 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.

REQUIRED FORM

Proposer:

**Please complete this form and
include with proposal submission.**

**Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form**

Page 1 of 4

This information must be submitted with your proposal.

Proposer 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: _____

REQUIRED FORM

Proposer:

**Please complete this form and
include with proposal submission.**

**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.**

REQUIRED FORM

Proposer:

**Please complete this form and
include with proposal submission.**

**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 Proposer 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 Proposer selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that Proposer is the apparent low Proposer. 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: _____

REQUIRED FORM

Proposer:

**Please complete this form and
include with proposal submission.**

**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: _____

REQUIRED FORM

Proposer:

**Please complete this form and
include with proposal submission.**

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) "Non-resident RFP Respondent" refers to a person who is not a resident.

(4) "Resident RFP Respondent" 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 Respondent of Texas as defined in Government Code §2252.001.

☐ I certify that _____ [company name] is a Non-Resident Respondent 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/response:	
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.

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

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 2270.002, 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

REQUIRED FORM

Proposer:

**Please complete this form and
include with proposal submission.**

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

RESPONDENT'S AFFIDAVIT

I have carefully examined the Request for Proposal Specifications, and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to **90 days** in order to allow Jefferson County adequate time to evaluate the qualifications submitted.

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

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

NAME OF BUSINESS

BY:

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

CITY, STATE, ZIP CODE

() _____
TELEPHONE NUMBER

Sworn to and subscribed before me
this _____ day of
_____, 20__

Notary Public

State of _____

My Commission Expires: _____

REQUIRED FORM

Proposer:

**Please complete this form and
include with proposal submission.**