



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE Advertisement for Request for Proposal

May 13, 2019

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for RFP 19-022/YS, Emergency Disaster Assistance Recovery for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/>, or by calling 409-835-8593.**

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

PROPOSAL NAME: Emergency Disaster Assistance Recovery for Jefferson County
PROPOSAL NO: RFP 19-022/YS
DUE DATE/TIME: 11:00 AM CT, Tuesday, June 18, 2019
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 Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us.

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

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

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Proposal Submissions:

Offeror is responsible for submitting:

- One (1) *original* proposal copy to include a completed copy of this specifications packet, in its entirety.
- Five (5) numbered proposal *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with proposal submission and any other documentation requested within these specifications.

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

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

Proposal Submittal Checklist

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

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

Offeror shall check each box indicating compliance.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PACKAGE

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

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

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

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

Offeror Must Complete and Return This Page With Offer.

1. Introduction to Offerors

This Request for Proposal (RFP) is to receive proposals from qualified firms regarding services for Emergency Disaster Assistance Recovery.

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

1.1 Vendor Instructions

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

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

1.2 Governing Law

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

1.3 Ambiguity, Conflict, or other errors in the RFP

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

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

1.4 Notification of Most Current Address

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

1.5 Proposal Preparation Cost

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

1.6 Signature of Proposal

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

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

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

1.7 Economy of Presentation

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

1.8 Proposal Obligation

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

1.9 Incorporation by Reference and Precedence

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

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

1.10 Governing Forms

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

1.11 Implied Requirements

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

1.12 Compliance with RFP Specifications

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

1.13 Vendor Registration: SAM (System for Award Management)

Vendors doing business with Jefferson County are required to be registered with The System for Award Management (SAM), with an “active” status.

The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

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

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

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

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

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

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

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

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

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

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

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

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

1.15 Emergency/Declared Disaster Requirements

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

1.16 Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

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

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

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

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

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

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

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

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

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

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

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

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

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

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

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

- (a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.
- (b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.
- (c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

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

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic

and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

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

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

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

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

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

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

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

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

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

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

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

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

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

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

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

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

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

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

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

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

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

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

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

M. ACCESS TO RECORDS

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

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

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

N. SEAL, LOGO AND FLAGS

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

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

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

P. NO OBLIGATION BY FEDERAL GOVERNMENT

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

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

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

1.17 Evaluation

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

1.18 Withdrawal of Proposal

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

1.19 Minority-Women Business Enterprise Participation

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

1.20 Award

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

1.21 Ownership of Proposal

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

1.22 Disqualification of Offeror

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

1.23 Contractual Development

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

1.24 Assignment

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

1.25 Contract Obligation

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

1.26 Termination

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

1.27 Inspections

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

1.28 Testing

Jefferson County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection.

1.29 Loss, Damage, or Claim

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

1.30 Taxes

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

1.31 Non-Discrimination

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

1.32 Conflict of Interest

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

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

1.33 Waiver of Subrogation

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

1.34 Acknowledgment of Insurance Requirements

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

1.35 Insurance

The contractor (including any and all subcontractors as defined in Section 1.36.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor’s liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required. Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such. All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

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

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

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

1.36 Workers' Compensation Insurance

1.36.1 Definitions:

- 1.36.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- 1.36.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
- 1.36.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 1.36.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- 1.36.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 1.35 above.
- 1.36.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 1.36.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 1.36.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 1.36.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 1.36.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 1.36.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 1.36.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons

providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

- 1.36.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 1.36.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - 1.36.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - 1.36.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - 1.36.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 1.36.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 1.36.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
 - 1.36.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 1.36.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 1.36.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 1.36.1. – 1.36.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 1.36.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 1.36.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

1.37 Pre-Proposal Conference

There will be a pre-proposal conference on Tuesday, April 23, 2019, at 10:00 am CT, at Jefferson County Engineering Department Conference Room.

1.38 Delivery of Proposals

All proposals are to be delivered by 11:00 AM CT, Tuesday, June 18, 2019, to:

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

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

County Holidays – 2019:

January 1	Tuesday	New Year's
January 21	Monday	Martin Luther King, Jr. Day
February 18	Monday	President's Day
April 19	Friday	Good Friday
May 27	Monday	Memorial Day
July 4	Thursday	Independence Day
September 2	Monday	Labor Day
November 11	Monday	Veteran's Day
November 28 & 29	Thursday & Friday	Thanksgiving
December 24 & 25	Tuesday & Wednesday	Christmas
January 1, 2020	Wednesday	New Year's

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

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

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

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

1.39 Proposal Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/request for statement of qualifications submission deadline, the bid/proposal/request closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their

ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

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

1.40 Questions

Questions may be emailed to Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us.

1.41 Tentative Schedule of Events

May 13, 2019	Issuance of Request for Proposal
May 24, 2019	Deadline for Submission of Questions
June 18, 2019	Deadline Submission (late proposals will not be considered)
June 20, 2019	Proposals distributed to Evaluation Committee
June 26, 2019	Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
July 1, 2019	Conduct Interview/Best and Final Offer/Short List (if required)
July 15, 2019	Recommendation for Award

Please note:

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

2. Response Format

2.1 Introduction

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

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

2.2 Organization of Proposal Contents

Each proposal must be organized in the manner described below.

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

2.3 Transmittal Letter

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

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

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

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

2.4 Executive Summary

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

2.5 Table of Contents

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

2.6 Offeror Identifying Information

Offerors must provide the following identifying information:

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

2.7 Conflict of Interest

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

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

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

2.8 Confidential/Proprietary Information

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

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

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

3. Proposal Submittal

The Proposal is due no later than 11:00 AM CT, June 18, 2019, and shall include the following:

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

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

- Explanations, exceptions, comments, etc., pertaining to the specific sections of the specifications. All comments shall be listed and numbered in order of the respective article of the specification.

4. Scope of Services

4.1 Objective

Jefferson County is seeking proposals from qualified Contractors to establish Emergency Disaster Assistance Recovery contract(s) for project management and various disaster related services. Services shall include, but not be limited to:

- a. Emergency Road Clearance
- b. Emergency Power Generators
- c. Temporary Satellite Communications
- d. Temporary Sanitary Facilities/Portable Housing Facilities
- e. Reefer and Refrigerator Container with an initial ice delivery
- f. Potable Water Truck and Drinking Water (add water troughs)
- g. Mobile Fleet Repair Facilities, Technicians and Mechanics
- h. Traffic Control and Signage
- i. Canteen, inclusive of Operation and Staffing
- j. Right of Way (ROW) Debris Removal
- k. Right of Entry (ROE) Debris Removal
- l. Tree, Tree Stump, and Tree Limb Removal
- m. Demolition of Structures
- n. Emergency Temporary Dry-in of Facilities
- o. Temporary Security Personnel
- p. Temporary Lighting
- q. Temporary Fueling Sites and Dispensing
- r. Rental of Various Types of Equipment (i.e. loaders, dump trucks, etc.) with and without operators, including Rear-Loading Refuse Trucks
- s. Temporary Fencing
- t. Other Disaster Related Services: Waterway Debris Removal
- u. Cleaning of Storm Drains

The awarded contract shall not be considered exclusive and the County retains the right to obtain similar services from additional Contractors. The Contractor may be called upon throughout the contract term to render services to assist the County with special needs and events for other than full-scale disasters.

The County, at its sole discretion, may expand the scope of services to include additional requirements. The County reserves the right to investigate, as it deems necessary to determine the ability of any firm to perform the work or services requested. Information the County deems necessary in order to make a determination shall be provided by the firms upon request.

It is the intent of the County to award the contract(s) as follows:

- a. Debris Removal
 - **The following services shall not be split:** ROW Debris Removal, ROE Debris Removal and Tree/Tree Stump/Limb Removal.
 - The County anticipates this category may be awarded to multiple Contractors, as it is deemed to be in the best interest of the County.
- b. Ancillary Services
 - The remaining services may be individually awarded or grouped together and awarded to multiple Contractors, as it is deemed to be in the best interest of the County.
 - Debris Removal Contractors shall have the right to withdraw ancillary services from their proposal if they are not selected as a Debris Management Contractor.

It is the County's intent to pre-establish immediate and non-immediate services that may be required in the event of a disaster.

It is the intent of the County to award a three (3) year contract with the possibility of two (2) one-year extensions, which shall commence immediately upon the County Commissioner's approval and signing of the contract. Should any active individual project extend beyond the expiration date of the contract, the project agreement shall be extended until the project has been satisfactorily, successfully completed, and accepted.

Contractors are invited to propose services that they are qualified to perform. The County reserves the right to split the award of the resulting contract or award a service to multiple Contractors.

EMERGENCY ROAD CLEARANCE:

Contractor shall provide all labor, materials, equipment, tools, traffic control, signage and any other incidental items to accomplish the cutting, tossing, and/or pushing of debris from the primary transportation routes as identified by and directed by Jefferson County Emergency Management/Emergency Operations Center (EM/EOC). Disposal of resulting debris shall be disposed of in accordance with the ROW Debris Management Program.

The County will reimburse the contractor as follows:

County will compensate the Contractor based on Appendix A. Cost Proposal Equipment/Labor Rate Schedule **(Item A)**.

EMERGENCY POWER GENERATORS:

Contractor shall provide all labor, materials, equipment, tools and any other incidental items to furnish, deliver and install emergency power to essential facilities as identified and directed by the County. **The Contractor shall contact EMC/EOC staff before final location of generators are decided.**

A list of generators that could possibly be requested by the EMC/EOC is provided in Appendix A of the Cost Proposal section, Emergency Power Generators **(Item C)**. The generators have been classified as "essential" and "non-essential". The "essential" generators must be delivered within twenty-four (24) hours following a disaster event. In the event the County gives a thirty six (36) hour advanced notice of the "need for services", the equipment shall be delivered prior to landfall. Other specified generators shall be requested on an "as-required" basis. In some instances, the "essential" generators may not be necessary, which may result in the County returning them to the contractor.

In some instances, the contractor shall be required to be on-call 24 hours for repairs to essential generators.

Upon delivery of each unit, the Contractor shall contact the EMC/EOC for receipt and documentation for equipment.

The Contractor shall be responsible for fueling both the Contractor's provided generators AND County-owned generators on a daily basis or as identified by and directed by EMC/EOC staff.

The County will provide the Contractor with the County's emergency fuel vendors.

The County will be responsible for payment of fuel for the re-fueling of County-owned generators. The Contractor will be responsible for payment of fuel for the generators rented by the County.

The Contractor shall be responsible for providing required maintenance and repair to provided generators. The cost for providing such maintenance and repairs shall be the responsibility of the Contractor.

The Contractor must provide a certified electrician to connect all provided generators.

The County will reimburse the contractor as follows:

Contractor shall be compensated at a flat rate (rental prices shall include all labor, equipment, parts and materials to connect and properly maintain the unity, in accordance with use, and provide any necessary repairs), per Appendix A of the Cost Proposal section, Emergency Power Generators **(Item C)**. The County will request a copy of the supplier's invoice with all supporting documentation for the pay request.

TEMPORARY SATELLITE COMMUNICATION:

The Contractor shall provide temporary satellite communications equipment and "on-air" talk time to the County to facilitate emergency communications within the County and with outside agencies due to loss of communications capability as identified and directed by the County. An initial eight (8) phones are required.

The County will reimburse the contractor as follows:

Contractor shall be compensated at a flat rate for regular phones, and a term for daily, weekly or monthly for satellite phones with a per usage rate, per Appendix A of the Cost Proposal Section, Satellite Communications **(Item D)**. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly. The County will request a copy of the supplier's invoice with all supporting documentation for the pay request.

TEMPORARY SANITARY FACILITIES/PORTABLE HOUSING FACILITIES:

The Contractor shall provide essential self-contained temporary sanitary facilities and heavy duty tents/canopies with portable evaporative coolers immediately following a disaster event as identified and directed by the County. The contractor shall also obtain a legal subcontractor to service units as may be needed.

Comfort Station-10 stall units
Comfort Station-26 ft .BT Unit

Shower Units - 4 stall
Shower Unit- 6 stall
Shower Units -12 stall with 6 sinks
Portable Laundry Facilities
Heavy Duty Tents/Canopies with sides (16' x 32')
Portable Evaporative Coolers for use with Heavy Duty Tents/Canopies

The units provided by the Contractor will be on a temporary weekly basis until the County's contracted vendor can adequately place their units. Upon delivery of such units, the EMC/EOC will authorize the removal of the Contractor's temporary units.

Waste products must be disposal at a legally operated disposal facility.

The County will reimburse the contractor as follows:

Contractor shall be compensated on a per-unit cost for a daily, weekly, or monthly period rate, per Appendix A of the Cost Proposal section, Temporary Sanitary Facilities **(Item E)**. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly. The County will request a copy of the supplier's invoice with all supporting documentation for the pay request.

REEFER AND REFRIGERATOR CONTAINERS WITH INITIAL ICE DELIVERY:

Upon the request of the EMC/EOC, the Contractor shall provide a minimum of one (1) reefer trailer container with four (4) pallets of bagged ice and one (1) refrigerated container trailer immediately following a disaster event. One (1) refrigerated trailer truck shall be provided for **exclusive** use by the Morgue.

Placement of trailers containers shall be as directed by the EMC/EOC.

The County will provide the Contractor with the County's emergency fuel vendor.

The County will be responsible for payment of fuel for refueling generators.

The Contractor shall be responsible for providing required maintenance and repair to equipment.

The cost for providing such maintenance and repairs shall be the responsibility of the Contractor.

Upon depletion of the initial ice delivery, the county will replenish the ice supply by a separate contract and/or through this contract.

The County will reimburse the contractor as follows:

Contractor shall be compensated at a flat rate for daily, weekly or monthly usage with a one-time mobilization cost. Equipment shall be leased by Contractor for the minimal allowed term, preferably monthly, per Appendix A of the Cost Proposal section, Reefer and Refrigeration Containers w/Initial Ice Deliver **(Item F)**. Contractor shall include cost for fueling, repairs, and maintenance in their cost proposal.

POTABLE WATER TRUCK AND EMERGENCY BOTTLED WATER:

Upon the request of the EMC/EOC, the Contractor shall provide potable water trucks and emergency bottled water immediately following a disaster event. Placement of water trucks and bottled water shall be as directed by the EMC/EOC.

Potable water trucks and up to ten (200-300 gallon) water troughs for livestock feeding and watering operations may be requested by the county.

The Contractor shall be responsible for providing potable water and maintaining supply of potable water until the County's potable water system is operational and safe to drink. The Contractor shall also be responsible for maintaining the water tank and appurtenances in a manner that will not allow the potable water to be contaminated. The cost for providing such maintenance and repairs shall be the responsibility of the Contractor.

In the event the equipment requires power to operate, the Contractor shall be responsible for providing and installing temporary generator power or supplies/materials to connect to building power. If the containers are powered by generator, the contractor shall be responsible for fueling generators as may be required. The County will provide the Contractor with the County's emergency fuel vendors. The County will be responsible for payment of fuel for refueling generators.

The Contractor shall be responsible for furnishing the initial delivery of six (6) pallets of emergency bottled water. The bottles shall be plastic and the size of container shall be no greater than 24 ounces but not less than 16 ounces. Upon depletion of the initial bottled water delivery, the County will replenish the bottled water supply by a separate contract and/or through this contract.

The County will reimburse the contractor as follows:

Contractor shall be compensated at a flat rate per unit case for a unit of 12 one liter bottles, per Appendix A of the Cost Proposal section, Potable Water Truck and Drinking Water **(Item G)**. Contractor shall include the cost for fueling, refilling trucks, maintenance, and repairs in the cost proposal. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly. The County can at any time request a copy of the supplier's invoice for the pay request.

MOBILE FLEET REPAIR FACILITIES, TECHNICIANS AND MECHANICS:

As directed by EMC/EOC, the Contractor shall provide all labor, facilities, equipment, transportation, labor, supervision and other incidentals required to provide temporary fleet maintenance services. This need would be in the event the County's Fleet Maintenance facility was rendered inoperable as a result of the disaster event and/or additional fleet repair assistance is needed.

The County will reimburse the contractor as follows:

Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly, per Appendix A of the Cost Proposal Section, Mobile Fleet Repair Facility **(Item H)**. Contractor shall be compensated at a flat rate per hour for two different kinds of labor, skilled mechanic, and unskilled mechanic assistant. A flat rate per tire and a flat rate per battery. The County will compensate the Contractor for any additional materials/parts at a fixed percentage over their cost.

CANTEEN:

Jefferson County is currently under contract with a primary Canteen Services provider. However, Jefferson County may elect to have Canteen Services fulfilled by a secondary provider should the primary provider be unable to fulfill the duties of the contract.

Should the Contractor (CATERER) under this RFP be elected to provide Canteen Services:

The Caterer shall recognize the vulnerability of Jefferson County citizens and their communities to damage, injury and loss of life and property resulting from Disasters. Such Disasters require 24/7 responses from emergency first responders. Government employees, various elected officials, state and federal representatives and other emergency management personnel. Providing meals to these individuals is mandatory in order for them to carry out their duties to the public effectively. The County wishes to make suitable arrangements for the provision of Meals to these individuals prior to actual need by entering into a “secondary provider” contractual agreement based on the terms in this RFP.

As directed by the EMC/EOC, the Caterer shall provide all labor, facilities, equipment, and staff required to provide a temporary canteen for feeding up to five hundred (500) County and Mutual Aid employees. Caterer shall provide hot and cold meals, beverages, condiments, utensils, disposable paper plates and cups, plastic bags for cleanup, other meal related supplies, meal catering services, staging of equipment, and clean up (“MEALS”) for emergency workers in times of hurricanes and other natural or man-made disasters or emergencies (“DISASTERS”).

Caterer will provide equipment, including fuel to operate its vehicles and for preparation equipment that is necessary for the provision of meal services for the same number of meals.

Caterer will employ, and provide on-site, sufficient staff to deliver its services and its MEALS in a timely and efficient manner.

Caterer must comply with current Health Ordinances.

A list of the minimum requirements for the types of MEALS that are to be provided by Caterer is provided in APPENDIX K.

The number of requested meals will be specified by the EMC/EOC. In a large disastersituation, such as a hurricane, it is anticipated (based on past experience) there could possibly be a request for up to 500 MEALS per regular serving time (one meal per person) and 200 cold meals/boxed lunches per evening shift will be required to be prepared on site or delivered to one or more of the County’s staging sites. The number of meals to be requested will be based on the nature and needs of the incident.

There will be 3 regular serving times per day, and 1 additional meal provided for shift workers during the night.

- Breakfast: 7:00 AM daily500 MEALS
- Lunch: 12:00 Noon daily500 MEALS
- Dinner: 6:00 PM nightly500 MEALS
- Shift: 11:00 PM nightly200 Boxed Lunches/Cold Meals

Contractor shall comply with all health and safety codes in effect relating to the preparation and serving of MEALS and clean-up for as long as its services are required as a result of the Disaster.

Contractor shall respond to an activation request made by EMC/EOC and be prepared to serve the first MEALS **as soon as is reasonably possible** depending on the circumstances.

In the event of an approaching catastrophic hurricane (Category 4-5 on the Saffer-Simpson Scale), the EMC/EOC will strive to give Caterer thirty six (36) hours advanced notice of the need for Caterer's services. In addition Jefferson County will specify the number of days they anticipate MEALS will be required. Caterer will mobilize its equipment, report to the staging sites and serve the first MEALS within this time period.

Caterer, upon notification, must be prepared to serve the first MEALS **within twelve (12) hours** of a Disaster if necessary.

Caterer understands that providing MEALS requires the staging of equipment at the Jefferson County Courthouse 1149 Pearl Street, Beaumont, Texas (Central Main Location); and Precinct #2,7759 Viterbo Road, Beaumont, Texas (Secondary Location); and perhaps at other locations depending on the circumstances at the time of the disaster.

Caterer is solely responsible for ensuring for the proper and necessary set-up, relocation, maintenance, protection and removal of such equipment and to clean-up the staging sites upon request of the County.

Should any damage occur to any staging area as a result of such staging activities of Caterer, Caterer will be responsible for repair of such damage to its pre-damaged condition.

Caterer shall provide a means of accounting for all meals served. It shall be the Caterer's responsibility to obtain a signature or other form of ID (to be determined by EMC/EOC) for each meal that is served and billed to Jefferson County.

County (EMC/EOC) agrees to notify Caterer via telephone and in writing (fax or email) as far in advance of a disaster of its need for Caterer's service as is practicable depending on the type of Disaster so as to provide Caterer to properly and adequately respond to Jefferson County's requirements.

County (EMC/EOC) agrees to provide necessary parking spaces at the Jefferson County Courthouse and Precinct #2, to enable Caterer to use its vehicles and equipment during the time of the Disaster.

County (EMC/EOC) agrees to provide written notification of its need for extension of Caterer's services no less than 24 hours prior to termination of the initial specified period. Caterer will use its best efforts to accommodate this request and to continue to service County's requirements.

The County will reimburse the contractor as follows:

The County will compensate the Contractor based on flat fee per meal served for breakfast, lunch, dinner, and boxed lunches, including the condiments and drinks with a one-time mobilization cost for the mobile kitchen, per Appendix A of the Cost Proposal section, Canteen **(Item I)**.

Contractor should include the cost for labor/staffing the Canteen in the cost proposal. The County will request a copy of the supplier's invoice with all supporting documentation for the pay request.

SAMPLE MENU: In addition to providing a cost proposal in Appendix A. Cost Proposals section **(Item I)**, the Contractor (Caterer) shall submit a **SAMPLE MENU** with proposal submission. Please refer to Appendix K for a menu guideline.

TRAFFIC CONTROL AND SIGNAGE:

As directed by the EMC/EOC, the Contractor shall provide all labor, materials, equipment, transportation, and other incidentals required to provide temporary traffic control and signage. This scope of this service shall be to provide temporary stop signs and delineate any traffic hazards, as directed by the County. The following indicated the type of items to be provided and quantities:

200 each – Safety Cade Type II Barricades with flashing lights

100 each – DOT Black Base 36" traffic cones with two (2) each reflective bands

100 each – Diamond Grade 8 gauge Aluminum 36" x 36" Stop signs

100 each – Fourteen Gauge 2" x 2" x 1¼" square pre-drilled poles

100 each – A-Frame stands for 36" signs

All equipment and materials proposed shall be in accordance with TXDOT regulations. The Contractor shall be responsible for maintaining all equipment and the replacement of barricade batteries as needed. The County will reimburse the Contractor for the cost of replacement batteries.

The County will reimburse the contractor as follows:

The Contractor shall be compensated at a fixed percentage over their cost, per Appendix A of the Cost Proposal section, Temporary Signage and Traffic Control (**Item J**). The County can at any time request a copy of the supplier’s invoice for the pay request.

RIGHT-OF-WAY DEBRIS REMOVAL:

The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete and deliver the timely removal and lawful disposal of all eligible* disaster-generated debris, including hazardous and industrial waste materials, as directed by the County.

* “Eligible” means qualifying for emergency funding under the Federal Emergency Management Agency “FEMA.” Eligible debris is that which after its clean up and removal: 1) eliminates immediate threats to life, public health and safety; 2) eliminates threats of significant damage to improved public or private property; and 3) essential by its absence of ensuring economic recovery.

The EMC/EOC and Contractor will tentatively plan the number of passes/sweep* for debris pick up following a complete assessment of the volume of disaster generated debris.

* “Passes/Sweeps” refers to the number of times a Contractor passes through a community to collect all disaster related debris from the right-of-ways. This service is usually limited to three (3) passes through the community.

The County anticipates the potential locations of TDSRS (Temporary Debris Storage and Reduction Site) as follows:

Possible TDSRS Facilities:

Undeveloped Land
Owner: Jefferson County
Interstate 10 East at Major Drive
Road
Size: 150 acres

Undeveloped Land
Owner: Jefferson County
Highway 365 & Jade Road
Size: 20 acres

Undeveloped Land
Owner: Jefferson County
Highway 73 and Big Hill
Size: 300 acres

Landfill sites:

Republic Services
5433 Labelle Road
Beaumont, TX 77705
409-242-4456

Republic Services
2601 Jenkins Road
Anahuac, TX 77514
409-267-6666

Waste Management
2175 West Cardinal Drive
Beaumont, TX 77701
409-842-0065

City of Beaumont Municipal Landfill
5895 Lafin
Beaumont, TX 77705
409-842-5686

City of Port Arthur Sanitary Landfill
4732 Hwy 73
Beaumont, TX 77705
409-736-1341

The County is requesting optional proposals for an incinerator curtain for processing vegetation and the final disposal of ash.

The services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public, residential and commercial properties, streets, roads, and other rights-of-way, including any other locally owned facility or site as may be directed by the EMC/EOC. Services will only be performed when requested and as designated by the EMC/EOC.

This task shall consist of seven (7) types of debris:

- Clean Construction & Demolition (C&D);
- Clean Vegetation;
- Contaminated Construction & Demolition (mixed vegetation and C&D); and
- White goods (i.e. refrigerators, stoves, and other appliances).
- Electronic Hazardous Waste (E-Waste) TVs, microwaves, computer monitors, etc.
- Eligible Animal Carcasses
- Abandoned Vehicles

Task services shall include:

- Picking up debris from right-of-way and transporting debris to the TDSRS;
- Reduction of debris at the TDSRS; and
- Loading and transporting reduced debris to a lawful disposal site.

The County requests unit prices for the following services:

Cubic yard pricing for pick up and transporting right-of-way debris to the TDSRS;

Cubic yard pricing, which will be equal to the debris cubic yards transported to the TDSRS, for the reduction of the five (5) types of debris;

Reduced debris cubic yard pricing for transporting processed clean vegetation and clean C&D to the disposal site directed and approved by the County.

Loading and disposal rates for contaminated C&D shall be the actual tonnage, as reported by the landfill.

Disposal location of contaminated C&D shall be at the direction of the County and will be delivered to either BFI landfill. In the above landfills is not accepting debris, the County will be requesting separate disposal mileage rates to transport to other Class I site. In the event Waste Management landfill will not accept debris, the alternate mile rates will be used should there be a lawful disposal site.

The contractor shall be responsible for transporting collected white goods to the County's recognized recycling vendor within Jefferson County.

The contractor will collect and remove vehicles that are severely damaged by the disaster event, and abandoned. The County will determine the vehicles to be removed, will establish that they have been legally abandoned by their owners, and will take other necessary steps as required by law before directing Contractor to remove and dispose of vehicle at appropriate site.

Price per pound for pick up and transporting eligible animal carcasses to an approved disposal site/facility per Jefferson County Livestock Officer and Jefferson County Public Health Department.

The County will reimburse the Contractor as follows:

One unit price for pick up and final disposal for each item at the County's Recycling Center.

One unit price for pick up and final disposal for each item at a County recognized recycling vendor within Jefferson County

One unit price for pick up and transportation to TDSRS for each item. The County will pick up units and determine final disposal.

As required, the County and the awarded Contractor will negotiate the landfill disposal fees with the landfill representative on a case by case basis.

Disposal/Tipping Fees: Any disposal fees or landfill tipping fees will be passed through to the County without additional markup. Contractor will invoice the County at actual cost. The County will not compensate an administrative fee or percentage over and above actual landfill fees.

In some instances, the volume processed in a final sweep does not justify the utilization of a TDSRS. Therefore, the County is requesting separate unit prices for pick-up of right-of-way debris and transporting directly to a lawful landfill as directed by the County.

The County will be requesting alternate pricing for the pickup, transportation, and disposal of household hazardous waste.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The County will compensate the Contractor based on Appendix A of the Cost Proposal section, Right of Way (ROW) Debris Management and Right of Entry (ROE) Debris Management (**Item K**).

RIGHT-OF-ENTRY DEBRIS REMOVAL (If implemented by the EMC/EOC):

The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete and deliver the timely removal and lawful disposal of all eligible* disaster-generated debris, including hazardous and industrial waste materials, as directed by the County.

The Contractor will exercise due diligence in removing ROE debris from private property, as authorized and directed by the County. Contractor also agrees to make reasonable efforts to save from destruction items that the property owners wish to save (i.e. trees, small buildings, etc.). Contractor will exercise caution when working around public utilities (i.e. gas, water, electric, etc.). Every effort will be made to locate these utilities, but the County does not warrant that all utilities will be located before debris removal commences, nor does Contractor warranty that utility damages will not occur as a result of properly conducted services.

The County will secure all necessary permissions, waivers and Right-of –Entry Agreements from real property owners required for the lawful removal of debris from real properties.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The loading, hauling of ROE debris, processing of ROE debris and final disposal shall be conducted under the Right-of-Way management requirements and proposal schedule.

The County will compensate the Contractor based on Appendix A of the Cost Proposal section, Right of Way (ROW) Debris Management and Right of Entry (ROE) Debris Management (**Item K**).

TREE, TREE STUMP, AND TREE LIMB REMOVAL:

The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete the above service, as directed by the EMC/EOC.

The Contractor shall remove and transport eligible tree, tree stumps and tree limbs, as directed by the County, to the TDSRS for reduction and disposal.

The EMC/EOC will authorize the Contractor to provide these services as they may be required. The Contractor shall be responsible for photographing and documenting tree location on a Contractor provided log form.

The Contractor shall measure the tree/stump 4.5' (feet) above ground level or diameter at breast height.

Tree removal should involve a flush cut of the tree and not the complete extraction of the stump. Stumps are eligible for extraction and removal if they are over 24" (inches) in diameter measured at 2' (feet) above the ground. Tree removal can be completed by flush cut if the tree is greater than 6" (inches) in diameter measured at breast height. Tree and stump shall be removed in an efficient and safe manner.

As directed by the EMC/EOC, the Contractor shall cut and remove hanging or broken limbs. Once the tree/tree stump or limbs are removed and/or cut into manageable portions, the tree debris shall be removed and transported to the TDSRS for processing.

The loading, hauling of tree debris, processing of tree debris and final disposal shall be conducted under the Right-of-Way debris management requirements and proposal schedule.

The County will not compensate for those stumps and limbs that are detached in the ROW and are capable of being loaded with the standard debris removal equipment.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The County will reimburse the contractor as follows:

Tree limb removal to be reimbursed based on the unit rates proposed in Appendix A of the Cost Proposal section, Trees, Tree Stump, and Tree Limb Removal (**Item L**). The County will request a copy of the supplier's invoice with all supporting documentation for the pay request.

DEMOLITION OF STRUCTURES (If implemented by the County):

The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete the above services, as directed by the County.

As directed by the County, the Contractor shall demolish unsafe privately owned structures, which have been determined by the County to be a threat to the health and safety of the public, leave debris on private property and barricade the property. Contractor also agrees to make reasonable efforts to save from destruction items that the property owners wish to save (i.e. trees, small buildings, etc.). Contractor will exercise caution when working around public utilities (i.e. gas, water, electric, etc.). Every effort will be made to locate these utilities, but the County does not warrant that all utilities will be located before debris removal begins, nor does Contractor warranty that utility damages will not occur as a result of properly conducted services. Debris generated from the demolition will be placed on the right-of-way and collected as part of the ROW debris management program.

The County will secure all necessary permissions, waivers and Right-of-Entry Agreements from real property owners required for the lawful removal of debris from real properties.

As directed by the County, the Contractor shall demolish County owned structures, load and transport debris to a legal landfill.

As required, the County and the awarded Contractor will negotiate the landfill disposal fees with the landfill representative on a case by case basis.

Disposal/Tipping Fees: Any disposal fees or landfill tipping fees will be passed through to the County without additional markup. Contractor will invoice the County at actual cost. The County will not compensate an administrative fee or percentage over and above actual landfill fees.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The County will reimburse the Contractor as follows:

The County will compensate the Contractor based on Appendix A of the Cost Proposal section, Demolition of Structures (**Item M**).

EMERGENCY TEMPORARY DRY-IN OF FACILITIES:

As directed by the EMC/EOC, the Contractor shall provide all labor, equipment, material, signage, traffic control and other incidentals required to provide emergency temporary dry-in of facilities. These tasks may include services for roofs, overhead doors, doors and windows.

The contractor shall be licensed in the State of Texas for performing the services.

The basic scope for the evident services are as follows:

Roofing:

- Remove existing roofing material, inclusive of roof covering, tar paper, and nails and screws.
- Disposal of existing roofing and other materials shall include the loading and transportation of materials at the designated TDSRS site.
- Dry-in and secure a temporary roofing system, as approved by the County.

Overhead Doors:

- Remove existing overhead door.
- Disposal of existing doors and other materials shall include the loading and transportation of materials at the designated TDSRS site.
- Contractor may secure the opening by constructing plywood doors, which may be easily utilized as may be needed until permanently repaired by others.

Windows:

- Remove unsafe glass and materials from window opening.
- Disposal of existing windows and other materials shall include the loading and transportation of materials at the designated TDSRS site.
- Contractor may secure the opening utilizing plywood and securely affixing to structure.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The County will compensate the Contractor as follows:

The Contractor shall be compensated at a fixed percentage over their cost. Labor for performing services shall be compensated based on Appendix A. Cost Proposal Equipment/Labor Rate Schedule **(Item N)**. The County can at any time request a copy of the supplier's invoice for the pay request.

TEMPORARY SECURITY PERSONNEL:

As directed by the County, the Contractor shall provide all labor, equipment, transportation and other incidentals required to provide temporary and qualified security personnel to oversee the security of designated facilities.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The County will reimburse the contractor as follows:

The Contractor shall be compensated at a fixed percentage over their cost. Labor for performing services shall be compensated based on Appendix A. Cost Proposal Equipment/Labor Rate Schedule **(Item O)**.

The County will request a copy of the supplier's invoice with all supporting documentation for the pay request.

TEMPORARY LIGHTING:

As directed by the County, the Contractor shall provide all labor, equipment, transportation and other incidentals required to provide temporary lighting at designated facilities.

The Contractor shall be responsible for visually inspecting lighting units to ensure proper operation. The Contractor will be responsible for the changing out of defective or burned-out lamps at no cost to the County.

The Contractor shall be responsible for providing temporary generator power or supplies/materials to connect to building power. If the lighting systems are powered by generator, the contractor shall be responsible for fueling generators as may be required. The County will provide the Contractor with the County's emergency fuel vendors; the County will be responsible for payment of fuel for refueling generators.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

County will compensate the Contractor as follows:

The Contractor shall be compensated at a fixed percentage over their cost. Labor for performing services shall be compensated based on Appendix A. Cost Proposal Equipment/Labor Rate Schedule **(Item P)**. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

TEMPORARY PORTABLE FUELING SITES AND DISPENSING:

As directed by the EMC/EOC, the Contractor shall provide all labor, equipment, transportation and other incidentals required to provide temporary fueling sites and dispensing equipment at designated facilities.

The equipment proposed must be stabilized and properly secured units in the event another hurricane should make landfall that may affect the fueling facility.

The equipment shall have the capability of dispensing unleaded, off road diesel and on road diesel. The units shall be double contained.

The Contractor shall be responsible for furnishing and maintaining electrical supply resources for operation of equipment.

The County shall be responsible for the initial fuel delivery and all other deliveries thereafter.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The County will reimburse the contractor as follows:

Contractor shall be compensated at a fixed percentage over their cost. Labor for fueling services and maintenance/repairs of equipment shall be compensated based on Appendix A. Cost Proposal Equipment/Labor Rate Schedule **(Item Q)**. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

RENTAL OF VARIOUS EQUIPMENT WITH AND WITHOUT OPERATORS:

As directed by the County, the Contractor shall provide all equipment, transportation, operators when requested and other incidentals required to provide rental of various equipment. This request shall include rear loading refuse trucks. This task will be reimbursed per the proposed hourly/rental rate schedule.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The County will reimburse the contractor as follows:

Specified Equipment – County will compensate the Contractor based on Appendix A. Cost Proposal Equipment/Labor Rate Schedule **(Item A)**.

Unspecified Equipment – County will compensate the Contractor at a fixed percentage over their cost, per Appendix A. Cost Proposal Equipment/Labor Rate Schedule **(Item A)**.

TEMPORARY FENCING:

As directed by the County, the Contractor shall provide all labor, equipment, material transportation and other incidentals required to provide temporary fencing at designated facilities and areas.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The County will reimburse the contractor as follows:

Contractor shall be compensated at a fixed percentage over their cost. Labor for services shall be compensated based on Appendix A. Cost Proposal Equipment/Labor Rate Schedule **(Item S)**.

OTHER DISASTER RELATED SERVICES: WATERWAY DEBRIS REMOVAL

Contractor will remove and dispose of debris accumulated in the beaches of the County, and will collect, screen for debris removal, and re-deposit sand on the beach that has accumulated in adjacent areas up to 2500 feet from the original land edge of the beach. Locations will be designated by the County's authorized representative. Contractor shall be compensated at a fixed percentage over their cost.

Contractor will remove debris resulting from the event from the drainage and navigation canals and adjacent banks, as directed by the County. Debris to be removed will be vegetative and/or construction and demolition debris affecting the canals, but excludes removal of damaged and/or abandoned boats. The Contractor will also haul process and dispose of the collected debris, as well as restore, re-grade, and/or reseed the canal banks and slopes, as directed by the County. Contractor shall be compensated at a fixed percentage over their cost.

Contractor will collect and remove boats that are severely damaged by the disaster event, and abandoned in or on the canals, marinas, and beaches of the County. Contractor will dispose of hazardous materials in accordance with applicable regulations, demolish and transport to a suitable location for final disposal. The County will determine the vessels to be removed, will establish that they have been legally abandoned by their owners, and will take other necessary steps as required by law before directing the Contractor to remove and dispose of the vessel.

The Contractor is otherwise responsible for compliance with all regulations and requirements applicable to the removal and disposal process.

The County will reimburse the contractor as follows:

Contractor shall be compensated at a fixed price per cubic yard based on mileage for one way haul. Labor for services shall be compensated based on Appendix A. Cost Proposal Equipment/Labor Rate Schedule **(Item T)**.

CLEANING OF STORM DRAINS

Storm Drain Cleaning will be itemized by round culverts or box culvert. Work shall consist of all labor, equipment, fuel, and other associated costs necessary to clean subsurface drainage structures of silt and debris to establish normal flow. Eligible silt and debris removed from drainage structures will be transported to a designated final disposal site (designated by EMC/EOC) in accordance with all federal, state, and local rules and regulations.

The County will reimburse the contractor as follows:

Contractor shall at cost per linear foot or a unit price. Labor for services shall be compensated based on Appendix A. Cost Proposal Equipment/Labor Rate Schedule **(Item U)**.

4.2 Qualifications

The Contractor must, at a minimum, have performed at least three (3) debris removal, reductions, and operations in excess of 1,000,000 cubic yards, and provide references for the communities where these operations took place. At least two (2) of these operations must have been performed in the last eight (8) years.

The Contractor shall have at least ten (10) years of experience in the provision of emergency products and services and must be able to demonstrate that some of this experience was during periods of emergency/disaster type conditions.

The Contractor's company shall be currently engaged in emergency disaster recovery services on a full time basis, year round, with dedicated management and administrative support staff, in-house employees. The Contractor may supplement in-house resources with private individuals or companies. The contractor shall have the financial strength to assume extensive and large expenditures.

Contractor is to ensure strict adherence to Code of Federal Regulations 2 (CFR) Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

Subcontractors: Should subcontractors be included in the proposal, all terms and conditions must be disclosed including method and reason for selection, subcontractor compensation, and subcontractor billing rate. At the County's request, Contractor shall provide all internal sub-contractor documentation for federal reimbursement review.

Contractor is responsible for complying with Code of Federal Regulations 2 (CFR) Part 200 in its entirety throughout the project lifecycle.

4.3 Proposed Scope of Services

Offerors shall submit a proposal for the following services. However, the proposals are not limited to the below list should the offeror feel they might have similar services available that may be of benefit to the County.

The Contractor shall perform all services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality of workmanship will be acceptable. Services, equipment, and/or workmanship not conforming to the intent of the awarded contract or meeting the approval of the County may be rejected. Replacements and/or rework, as required, will be accomplished at no additional cost to the County.

Contractor shall bear all of its own operating costs and is responsible for all permit, license fees, and maintenance of its own and subcontractor's trucks, and equipment to keep such property in condition and manner adequate to accomplish contracted services.

The Contractor shall provide expertise, technical guidance and consultation before, during and after the disaster event. The Contractor shall provide administrative support for contracted operations, on-site management staff to work with County staff, and field supervisors, operators, drivers, laborers along with appropriate vehicles, equipment, housing, hand tools and all other incidentals to ensure a successful recovery operation.

The Contractor shall be responsible for knowledge of and compliance with all federal, state and local laws, rules, practices and regulations.

No guarantee is expressed or implied as the volume of services, if any, shall be procured under this Request for Proposal by the Jefferson County.

4.4 Records Retention

Contractor is required to retain all records and files related to a DISASTER/EMERGENCY until the Jefferson County EMC gives written permission to discard these materials.

4.5 Performance and Payment Bond Requirements:

Based on an agreed upon estimate following a disaster/emergency; within ten (10) days after the date of the signing of the Notice to Proceed, the bidder shall furnish a performance bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars (\$100,000). If the contract is for one hundred thousand dollars (\$100,000) or less, the County may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

Once work, separately or cumulatively, exceeds the original bonded amount, an additional Performance and Payment Bond, or rider to the original bonds, will be required.

The bonds shall remain in effect until both the final payment is made and the closeout of the project is finalized.

4.6 Strategic Planning

The Contractor in conjunction with the EMC/EOC shall develop a strategic plan for disaster recovery services and submit twelve (12) hard copies and same documentation on one CD-ROM in Adobe Acrobat format to the County for approval fourteen (14) days prior to the pre-event planning meeting.

A pre-event planning meeting shall be conducted upon the award of this contract. EMC/EOC will work closely with the Contractor to identify the following:

- Map of primary transportation routes;
- Map of all facilities with notation to essential facilities;
- Emergency power requirements for essential facilities;
- Map of sanitary portable facilities for immediate placement;
- Possible locations for temporary debris staging and reduction site (TDSRS); and
- Possible equipment staging locations.

The Contractor shall meet with the EMC/EOC prior to the beginning of each Hurricane season for pre-event planning. At this meeting, the County and Contractor will discuss elements that may change or effect disaster recovery.

4.7 Mobilization

The contractor is responsible to contact the County's representative ninety-six (96) hours, forty-eight (48) hours AND twenty-four (24) hours prior to a storm event.

Depending on the category of event and/or type of event, the County may revise the requirements for immediate mobilization.

Compensation for Standby Equipment – Following are procedures should the need for immediate equipment no longer exist based on minimal storm damage or the storm by-passes the County:

The County will release the equipment to the Contractor for deployment outside of Jefferson County. This process shall be in writing with the County's Representative signature authorizing the release of the equipment.

In the event the equipment cannot be redirected, the County shall compensate the Contractor based on the minimum term (daily, weekly,) of the Contractor's agreement for rental/lease. In all instances the Contractor shall make every effort to negotiate with their supplier a rental term no longer than one (1) week. In all instances a copy of the Contractor's supplier's invoice and contract shall accompany the Contractor's application for payment.

The contractor shall make every attempt to communicate via telephone with the County's appointed representative immediately after the event to receive an initial assessment of damage. The Contractor shall then report to the County's Emergency Operations Center.

The Contractor shall be responsible for placing all immediate need equipment, materials, and personnel on stand-by in a safe location to await deployment to the designated areas immediately following a disaster event. The Contractor shall coordinate with the County a disaster recovery plan applicable to the event.

The plan shall include:

Verification of primary transportation routes, which require clearing;

Debris removal strategy (i.e., landfill disposal site, TDSRS site, if required additional mileage to disposal site, etc.);

Placement of emergency power;

Placement of immediate need sanitary portable facilities/portable housing facilities;

Placement of immediate need reefer and refrigerator containers and initial ice supply;

Placement of water trucks with potable water and emergency water; and

Placement and operation of a temporary fleet maintenance facility.

The Contractor shall also be capable of deploying all resources for the following immediate need services within **twenty-four (24) to thirty-six (36)** hours following an event:

Equipment for clearing transportation routes;

Equipment and materials to provide emergency power at facilities deemed essential by the County;

Portable facilities;

Reefer and refrigerator containers with initial ice delivery;

Potable water trucks and emergency bottled water;

Temporary fleet maintenance;
Traffic control and signage;
and Canteen to include staffing and operation.

The Contractor shall be capable of mobilizing 100% of required resources within 96 hours following an event for all other services.

5. Project Requirements

5.1 Objective

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

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

5.2 Offeror Experience

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

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

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

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

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

5.3 Offeror Personnel and Organization

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

- a. Full name (including full middle name);
- b. An employment history;
- c. A specific description of relevant experience and skills that person has in connection with the conduct of financial advisory services that is the subject of this RFP (limit one page);
- d. A specific indication of what role the individual will have in this project; and
- e. Any additional helpful information to indicate the individual's ability to aid the Offeror in successfully performing the work involved in this RFP (limit to one page).

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

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

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

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

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

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

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

6. Proposal Evaluation and Selection Process

6.1 Introduction

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

6.2 Cost Proposal

The Offeror must utilize the form provided in Appendix A 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 Appendix A that is intended to be a substitute for Appendix A, that is provided by a Offeror may be determined as non-responsive, and may result in the proposal's disqualification.

6.3 Proposal Evaluation and Selection

Prior to the receipt of proposals, the County will establish an Evaluation Committee. The Committee is expected to include representatives from: Jefferson County Emergency Management, Auditor's Office, Purchasing Department, Legal Department, Engineering Department, and Correctional Facility.

6.4 Evaluation Criteria:

a. Responsiveness – 15%

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

b. Implementation Plan – 25%

Emphasis is on the efficiency and comprehensiveness of the methods to be used in performing the services requested by this RFP and in managing the project.

c. Offeror Qualifications – 25%

This refers to the overall qualifications of Offeror and its past experience in providing similar services to those requested by this RFP. It also refers to an evaluation of the quality of Offeror's performance on previous local government projects.

d. Personnel Qualifications – 15%

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

e. Cost of Professional Services – 20%

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

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

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

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

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

Cost Proposal

The Offeror must utilize this form 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 re-worked/revised version of Appendix A that is intended to be a substitute for Appendix A, that is provided by a Offeror may be determined as non-responsive, and may result in the proposal's disqualification.** Cost will be a factor in the County's evaluation and award process.

A. EQUIPMENT/LABOR

The Equipment with Operator/Labor description is general and may apply to several of the above specified tasks. Task specific equipment with operator needs shall be specifically stated with the proposal schedule for that task.

The proposed rates shall be inclusive of all maintenance, repairs, operational cost, and other incidental cost(s) that may be required to perform services.

Item	Equipment/Labor Description	Hourly	Weekly	Hourly OT
A.1	210 Prentice Loader	\$ _____	\$ _____	\$ _____
A.2	Self-Loading Prentice Truck 25 to yard dump body	\$ _____	\$ _____	\$ _____
A.3	Wheel Loader 2 ½ to 3 yard bucket	\$ _____	\$ _____	\$ _____
A.4	Wheel Loader 3 to 5 yard bucket	\$ _____	\$ _____	\$ _____
A.5	Tandem Dump Truck 16 to 20 yards	\$ _____	\$ _____	\$ _____
A.6	Mini Loader/Bobcat	\$ _____	\$ _____	\$ _____
A.7	Dozer/Cat D6 or equivalent	\$ _____	\$ _____	\$ _____
A.8	Excavator with debris loading grapple/Cat 325 or equivalent	\$ _____	\$ _____	\$ _____
A.9	Chainsaw with operator	\$ _____	\$ _____	\$ _____
A.10	Laborers	\$ _____	\$ _____	\$ _____
A.11	Four men crew with transportation	\$ _____	\$ _____	\$ _____
A.12	Three men crew with transportation	\$ _____	\$ _____	\$ _____
A.13	Two men crew with transportation	\$ _____	\$ _____	\$ _____
A.14	Supervisor with transportation	\$ _____	\$ _____	\$ _____
A.15	Safety Manager with transportation	\$ _____	\$ _____	\$ _____
A.16	Flagger for traffic control	\$ _____	\$ _____	\$ _____

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Appendix A. Cost Proposal (Continued)

A. EQUIPMENT/LABOR *(Continued)*

Item	Equipment/Labor Description	Hourly	Weekly	Hourly OT
A.17	Trash Transfer Trailers – 100 yard with Tractor	\$ _____	\$ _____	\$ _____
A.18	Trash Transfer Trailer _____ yard with Tractor	\$ _____	\$ _____	\$ _____
A.19	Trash Transfer Trailer _____ yard with Tractor	\$ _____	\$ _____	\$ _____
A.20	Equipment Transports	\$ _____	\$ _____	\$ _____
A.21	Other Equipment:	\$ _____	\$ _____	\$ _____
A.22	Other Equipment:	\$ _____	\$ _____	\$ _____
A.23	Other Equipment:	\$ _____	\$ _____	\$ _____
A.24	Other Equipment:	\$ _____	\$ _____	\$ _____
A.25	Other Labor:	\$ _____	\$ _____	\$ _____
A.26	Other Labor:	\$ _____	\$ _____	\$ _____
A.27	Other Labor:	\$ _____	\$ _____	\$ _____
A.28	Other Labor:	\$ _____	\$ _____	\$ _____
A.29	Other Labor:	\$ _____	\$ _____	\$ _____
A.30	Other Labor:	\$ _____	\$ _____	\$ _____

EQUIPMENT RENTAL ONLY – NO OPERATORS

Item	Description	Hourly	Weekly	Hourly OT
A.31	Refuse Trucks, Rear-Loading	\$ _____	\$ _____	\$ _____
A.32	Miscellaneous Unspecified Construction Equipment	\$ _____	\$ _____	\$ _____

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Appendix A. Cost Proposal (Continued)

B. EMERGENCY ROAD CLEARANCE

Contractor shall provide all labor, materials, equipment, tools, traffic control, signage and any other incidental items to accomplish the cutting, tossing, and/or pushing of debris from the primary transportation routes as identified by and directed by the County.

Disposal of resulting debris shall be disposed of in accordance with the ROW Debris Management Program.

County will compensate the Contractor based on Appendix A, Cost Proposal Equipment/Labor Rate Schedule (**Item A**).

C. EMERGENCY POWER GENERATORS

NOTE: The following schedule relates to furnishing emergency power generators. The generators have been classified as “essential” and “non-essential”. The “essential” generators must be delivered within twenty-four (24) hours following a disaster event. In the event the County gives a thirty six (36) hour advanced notice of the “need for services”, the equipment shall be delivered prior to landfall. Other specified generators shall be requested on an “as-required” basis. In some instances, the “essential” generators may not be necessary, which may result in the County returning them to the contractor.

The below rental prices shall include all labor, equipment, tools, parts and materials and any other incidental items needed to deliver, install, connect, and maintain the generator unit in accordance with use and provide any necessary repairs. The EMC/EOC will advise the type of use for each generator. The type of use shall be classified as: 1) 8 hours per day; and 3) 24 hours/7 days per week. **The Contractor must provide a certified electrician to connect all provided generators.**

Item	Building/Location	Essential or As-Needed/ KW	Mobilization Cost Per Unit	Unit Price Per Day	Unit Price Per Week	Unit Price Per Month
C.1	Jefferson County Courthouse 1149 Pearl Street Beaumont, TX 77701	As Needed 1250 KW	\$ _____	\$ _____	\$ _____	\$ _____
C.2	Jefferson County Subcourthouse 525 Lakeshore Drive Port Arthur, TX 77642	As-Needed 141 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____
C.3	Jefferson County Correctional Facility 5030 Highway 69 South Beaumont, TX 77705	Essential 129 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____
C.4	Minnie Rogers Juvenile Justice Ctr. 5326 Highway 69 South Beaumont, TX 77705	As-Needed 336 KW	\$ _____	\$ _____	\$ _____	\$ _____

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Appendix A. Cost Proposal (Continued)

C. EMERGENCY POWER GENERATORS *(Continued)*

Item	Building/Location	Essential or As-Needed/ KW	Mobilization Cost Per Unit	Unit Price Per Day	Unit Price Per Week	Unit Price Per Month
C.5	Jefferson County Morgue 5030 Highway 69 South Beaumont, TX 77705	Essential 91 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____
C.6	Jefferson County Service Center 7789 Viterbo Rd. Beaumont, TX 77705	Essential 45 KW	\$ _____	\$ _____	\$ _____	\$ _____
C.7	Precinct #1 Service Center 20205 West Highway 90 China, TX 77613	As-Needed 80 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____
C.8	Precinct #2 Service Center 7759 Viterbo Road Beaumont, TX 77705	As-Needed 45 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____
C.9	Precinct #3 Service Center 5700 Jade Avenue Port Arthur, TX 77640	As-Needed 17 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____
C.10	Precinct #4 Service Center 7790 Boyt Road Beaumont, TX 77713	As-Needed 80 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____
C.11	Jack Brooks Regional Airport– <i>Jerry Ware Terminal</i> 4875 Parker Drive Beaumont, TX 77705	As-Needed 100 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____
C.12	Jack Brooks Regional Airport– <i>Runway Lighting</i> 4875 Parker Drive Beaumont, TX 77705	As-Needed 150 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____
C.13	Jack Brooks Regional Airport– <i>Main Terminal (Airport Maintenance)</i> 4875 Parker Drive Beaumont, TX 77705	As-Needed 100 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____
C.14	Jack Brooks Regional Airport – <i>Main Terminal (All Other)</i> 4875 Parker Drive Beaumont, TX 77705	As-Needed 600 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____

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Appendix A. Cost Proposal (Continued)

C. EMERGENCY POWER GENERATORS *(Continued)*

Item	Building/Location	Essential or As-Needed/ KW	Mobilization Cost Per Unit	Unit Price Per Day	Unit Price Per Week	Unit Price Per Month
C.15	Mosquito Control 8905 First Street Beaumont, TX 77705	As-Needed 45 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____
C.16	Ford Park – Arena 5115 IH 10 South Beaumont, TX 77705	Essential 1180 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____
C.17	Ford Park – HVAC Plant 5115 IH 10 South Beaumont, TX 77705	Essential 1180 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____
C.18	Health & Welfare - Unit 1 1295 Pearl Street Beaumont, TX 77701	As Needed 50 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____
C.19	Health & Welfare - Unit 2 246 Dallas Avenue Port Arthur, TX 77640	Essential 80 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____
C.29	Annex I 1225 Pearl Street Beaumont, TX 77701	As Needed 175 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____

D. TEMPORARY SATELLITE COMMUNICATION

Contractor shall be compensated at a flat rate for regular phones, and a term for daily, weekly or monthly for satellite phones with a per usage rate. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

Item	Description	Rate Per Usage	Unit Price Per Day	Unit Price Per Week	Unit Price Per Month
D.1	Rental of Equipment-Must identify carrier, model of phones and provider. Must have 24/7 service providing the capability of calling nationwide from Texas – no additional roaming or long distance charges	\$ _____	\$ _____	\$ _____	\$ _____

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Appendix A. Cost Proposal (Continued)

E. TEMPORARY SANITARY FACILITIES/PORTABLE HOUSING FACILITIES

Contractor shall be compensated on a per-unit cost for a daily, weekly, or monthly period rate. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

Item	Description	One Time Mobilization Fee	Unit Cost Per Day	Unit Cost Per Week	Unit Cost Per Month
E.1	Comfort Station-10 stall units	\$_____	\$_____	\$_____	\$_____
E.2	Comfort Station-26 ft BT Unit	\$_____	\$_____	\$_____	\$_____
E.3	Shower Units – 4 stall	\$_____	\$_____	\$_____	\$_____
E.4	Shower Units 6 stall	\$_____	\$_____	\$_____	\$_____
E.5	Shower Units – 12 stall with 6 sinks	\$_____	\$_____	\$_____	\$_____
E.6	Portable Laundry Facilities	\$_____	\$_____	\$_____	\$_____
E.7	Hand Washing Station	\$_____	\$_____	\$_____	\$_____
E.8	Heavy Duty Tents/Canopies with sides (16' x 32')	\$_____	\$_____	\$_____	\$_____
E.9	Portable Evaporative Coolers for use with E.8	\$_____	\$_____	\$_____	\$_____

F. REEFER & REFRIGERATION CONTAINERS WITH INITIAL ICE DELIVERY

Contractor shall be compensated at a flat rate for daily, weekly or monthly usage with a one-time mobilization cost. Equipment shall be leased by Contractor for the minimal allowed term, preferably monthly. Contractor shall include cost for fueling, repairs, and maintenance in the cost proposal below.

Item	Description	One Time Mobilization Fee	Unit Cost Per Day	Unit Cost Per Week	Unit Cost Per Month
F.1	Equipment Rental	\$_____	\$_____	\$_____	\$_____
F.2	Equipment Rental for Morgue	\$_____	\$_____	\$_____	\$_____
Item	Description	Flat Rate Per Ten Pound Bag with No Mobilization Fee			
F.3	Initial Ice Delivery and possible future deliveries	\$_____			

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

G. POTABLE WATER TRUCK AND EMERGENCY BOTTLED WATER

Contractor shall be compensated at a flat rate per unit case for a unit of 12 one liter bottles. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly. Contractor shall include cost for labor, fueling, refilling trucks, maintenance, and repairs in the cost proposal below.

Item	Description	Price Per Unit Case for a Unit of (12) One-Liter Bottles		
G.1	Initial Bottled Water Delivery and possible future deliveries	\$ _____		
Item	Description	Unit Cost Per Day	Unit Cost Per Week	Unit Cost Per Month
G.2	Equipment Rental	\$ _____	\$ _____	\$ _____

H. MOBILE FLEET REPAIR FACILITIES, TECHNICIANS, AND MECHANICS

Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly. Contractor shall be compensated a flat rate per hour for two different kinds of labor (skilled mechanic, unskilled mechanic assistant); flat rate per tire; and flat rate per battery. The County will compensate the contractor for any additional materials/parts at a fixed percentage over their cost.

Item	Description	One Time Mobilization Fee	Unit Cost Per Day	Unit Cost Per Week	Unit Cost Per Month
H.1	Equipment Rental	\$ _____	\$ _____	\$ _____	\$ _____
Item	Description	Flat Rate Per Unit			
H.2	Unit Price Per Tire	\$ _____			
H.3	Unit Price Per Battery	\$ _____			
Item	Description	Fixed Percentage Over Contractor's Cost			
H.2	Materials/Parts (i.e., supplies, oil, repair materials)	_____ %			
Item	Description	Hourly Rate			
H.3	Skilled Mechanic Hourly Rate	\$ _____			
H.4	Unskilled Mechanic Assistant	\$ _____			

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Appendix A. Cost Proposal (Continued)

I. CANTEEN

The Contractor shall be compensated at based on a flat fee per meal served for breakfast, lunch, dinner, and boxed lunches. Contractor shall include cost of beverages, condiments, utensils, disposal paper plates and cups, plastic bags for cleanup, other meal related supplies, meal catering services (labor/staffing), staging of equipment, and cleanup in the cost proposal below.

The Contractor shall submit a SAMPLE MENU with proposal submission. Please refer to Appendix K for a sample menu.

Item	Description	Price Per Meal/ per person
I.3	Breakfast	\$_____
I.4	Lunch	\$_____
I.5	Dinner	\$_____
I.6	Boxed Lunches (Cold Meals)	\$_____

J. TRAFFIC CONTROL AND SIGNAGE

The Contractor shall be compensated at a fixed percentage over their cost. Equipment shall be leased by Contractor for the minimal allowed term, preferably monthly.

Item	Description	Fixed Percentage Over Contractor's Cost
J.1	Equipment Rental	_____ %
J.2	Equipment Purchased by County	_____ %

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Appendix A. Cost Proposal (Continued)

K. RIGHT OF WAY (ROW) DEBRIS REMOVAL AND RIGHT OF ENTRY (ROE) DEBRIS REMOVAL

Contractor shall be compensated for Right of Way (ROW) and Right of Entry (ROE) services based on the schedule below.

As required, the County and the awarded Contractor will negotiate the landfill disposal fees with the landfill representative on a case by case basis.

Disposal/Tipping Fees: Any disposal fees or landfill tipping fees will be passed through to the County without additional markup. Contractor will invoice the county at actual cost. The County will not compensate an administrative fee or percentage over and above actual landfill fees.

VEGETATIVE DEBRIS			
Item	Description	UOM	Unit Price
K.1	Pick up vegetative debris from curbside and haul to a TDSRS within five (5) miles of pick-up site (based on incoming yardage)	Cubic yard	\$ _____
K.2	Pick up vegetative debris from curbside and haul to a TDSRS within ten (10) miles of pick-up site (based on incoming yardage)	Cubic yard	\$ _____
K.3	Pick up vegetative debris from ROE personal property and haul to TDSRS within five (5) miles of pick-up site (based on incoming yardage)	Cubic yard	\$ _____
K.4	Pick up vegetative debris from ROE personal property and haul to TDSRS within ten (10) miles of pick-up site (based on incoming yardage)	Cubic yard	\$ _____
K.5	Pick up vegetative debris from ROE personal property and haul to TDSRS in excess of ten (10) miles from pick-up site but within Jefferson County (based on incoming yardage)	Cubic yard	\$ _____
K.6	Reduction by mulching and site management (based on incoming yardage)	Cubic yard	\$ _____
K.7	Loading and transporting Mulch to final disposal site within Jefferson county (based on reduced material outgoing for final disposal)	Cubic yard	\$ _____
K.8	Loading and Transporting Mulch to final disposal site outside Jefferson county (based on reduced material outgoing for final disposal)	Cubic yard/per mile	\$ _____
K.9	ALTERNATE: Reduction by incineration and site management (based on incoming yardage)	Cubic yard	\$ _____

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

K. RIGHT OF WAY (ROW) DEBRIS REMOVAL AND RIGHT OF ENTRY (ROE) DEBRIS REMOVAL *(Continued)*

VEGETATIVE DEBRIS			
Item	Description	UOM	Unit Price
K.10	ALTERNATE: Loading and Transporting Ash to final disposal site within Jefferson County (based on reduced material outgoing for final disposal)	Cubic yard/ per mile	\$ _____
K.11	ALTERNATE: Loading and Transporting Ash to final disposal site outside Jefferson County (based on reduced material outgoing for final disposal)	Cubic yard/ per mile	\$ _____
K.12	Pick up vegetative debris from curbside and transport directly to an approved Jefferson county disposal site. (based on picked up yardage)	Cubic yard	\$ _____
K.13	Pick up vegetative debris from ROE personal property and transport directly to an approved Jefferson county disposal site. (based on picked up yardage)	Cubic yard	\$ _____

CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (C&D)			
Item	Description	UOM	Unit Price
K.14	Pick up clean C&D from curbside and haul within five (5) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$ _____
K.15	Pick up clean C&D from curbside and haul within ten (10) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$ _____
K.16	Pick up clean C&D from curbside and haul in excess of ten (10) miles of approved disposal site but within Jefferson County (based on incoming yardage)	Cubic yard	\$ _____
K.17	Pick up clean C&D from ROE personal property and haul to within five (5) miles approved disposal site (based on incoming yardage)	Cubic yard	\$ _____
K.18	Pick up clean C&D from ROE personal property and haul within ten (10) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$ _____

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

K. RIGHT OF WAY (ROW) DEBRIS REMOVAL AND RIGHT OF ENTRY (ROE) DEBRIS REMOVAL *(Continued)*

CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (C&D)			
Item	Description	UOM	Unit Price
K.19	Pick up clean C&D from ROE personal property and haul in excess of ten (10) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$ _____
K.20	Reduction of clean C&D by compaction and site management (based on incoming yardage)	Cubic yard	\$ _____
K.21	Loading and Transporting compacted clean C&D to final disposal site within Jefferson county (based on reduced material outgoing for final disposal)	Cubic yard	\$ _____
K.22	Loading and Transporting compacted clean C&D to final disposal site outside Jefferson county (based on reduced material outgoing for final disposal)	Cubic yard/ per mile	\$ _____
K.23	Pick up clean C&D from curbside and transport directly to an approved Jefferson county disposal site. (based on picked up yardage)	Cubic yard	\$ _____
K.24	Pick up clean C&D from ROE personal property and transport directly to an approved Jefferson county disposal site. (based on picked up yardage)	Cubic yard	\$ _____

CONTAMINATED CONSTRUCTION AND DEMOLITION DEBRIS (C&D)			
Item	Description	UOM	Unit Price
K.25	Pick up contaminated C&D from curbside and haul to TDSRS within five (5) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$ _____
K.26	Pick up contaminated C&D from curbside and haul to TDSRS within ten (10) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$ _____
K.27	Pick up contaminated C&D from curbside and haul to TDSRS in excess of ten (10) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$ _____

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

K. RIGHT OF WAY (ROW) DEBRIS REMOVAL AND RIGHT OF ENTRY (ROE) DEBRIS REMOVAL *(Continued)*

CONTAMINATED CONSTRUCTION AND DEMOLITION DEBRIS (C&D)			
Item	Description	UOM	Unit Price
K.28	Pick up contaminated C&D from ROE personal property and haul to TDSRS within five (5) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$ _____
K.29	Pick up contaminated C&D from ROE personal property and haul to TDSRS within ten (10) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$ _____
K.30	Pick up contaminated C&D from ROE personal property and haul to TDSRS in excess of ten (10) miles of approved disposal site (based on incoming yardage), but within Jefferson County (based on incoming yardage)	Cubic yard	\$ _____
K.31	Reduction of contaminated C&D by compaction and site management (based on incoming yardage)	Cubic yard	\$ _____
K.32	Loading and Transporting compacted contaminated C&D to final disposal site within Jefferson county (Tonnage based on individual weight tickets from disposal site)	Ton	\$ _____
K.33	Loading and Transporting compacted contaminated C&D to final disposal site outside Jefferson county (Tonnage based on individual weight tickets from disposal site)	Per Ton/ per mile	\$ _____
K.34	Pick up contaminated C&D from curbside and transport directly to an approved Jefferson county disposal site. (Tonnage based on individual weight tickets from disposal site)	Ton	\$ _____
K.35	Pick up contaminated C&D from ROE personal property and transport directly to an approved Jefferson county disposal site. (Tonnage based on individual weight tickets from disposal site)	Ton	\$ _____

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Appendix A. Cost Proposal (Continued)

K. RIGHT OF WAY (ROW) DEBRIS REMOVAL AND RIGHT OF ENTRY (ROE) DEBRIS REMOVAL *(Continued)*

ELECTRONIC HAZARDOUS WASTE (E-WASTE)			
Item	Description	UOM	Unit Price
K.36	Pick up of (E-Waste) and transportation to a recognized recycling vendor. Offerors shall provide their program method and pricing structure for E- waste.	Each	\$ _____

*** Offerors shall provide their program method and pricing structure for hazardous household waste. including TVs and other electronics.

ELIGIBLE WHITE GOODS			
Item	Description	UOM	Unit Price
K.37	Pick up of refrigerators and freezers requiring refrigerant recovery and decontamination to designated disposal site.	Each	\$ _____
K38	Pick up of washers, dryers, stoves, ovens, AC units, and hot water heaters to designated disposal site.	Each	\$ _____

ABANDONED VEHICLES			
Item	Description	UOM	Unit Price
K.39	Pick up of abandoned vehicles to designated site, one-way haul	Each	\$ _____

ELIGIBLE ANIMAL CARCASSES			
Item	Description	UOM	Unit Price
K.40	Recovery and disposal of animal carcasses	Pound	\$ _____

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

L. TREE, TREE STUMP, AND TREE LIMB REMOVAL

Contractor shall be compensated based on the schedule below. Contractor shall include the cost of personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control, and all other incidental costs and facilities of any nature to execute and complete these services in the cost schedule below.

The Contractor shall measure the tree/stump 4.5" (feet) above ground level or diameter at breast height.

Tree removal should involve a flush cut of the tree and not the complete extraction of the stump. Stumps are eligible for extraction and removal if they are over 24" (inches) in diameter measured at 2' (feet) above the ground. Tree removal can be completed by flush cut if the tree is greater than 6" (inches) in diameter measured at breast height. Tree and stump shall be removed in an efficient and safe manner.

TREE AND STUMP REMOVAL			
Item	Description	Stump Unit Price	Tree Unit Price
L.1	24" diameter and greater, but less than 48" diameter	\$ _____	\$ _____
L.2	Equal to or greater than 48"	\$ _____	\$ _____
DEMOLITION, COLLECTION AND DISPOSAL RATE (PER SPECIFICATIONS)			
Item	Description	UOM	Unit Price
L.3	Demolition, Collection and Disposal Rate (Per Specifications)	Per cubic yard	\$ _____
HAZARDOUS STUMP REMOVAL, COLLECTION, GRIND, HAUL-OUT AND DISPOSAL RATE (PER SPECIFICATIONS)			
Item	Description	UOM	Unit Price
L.4	24-36 inches	Per stump	\$ _____
L.5	36-48 inches	Per stump	\$ _____
L.6	Greater than 48 inches	Per stump	\$ _____
STUMP REMOVAL, COLLECTION, GRIND, HAUL-OUT AND DISPOSAL RATE (PER SPECIFICATIONS)			
Item	Description	UOM	Unit Price
L.7	Stump Removal, Collection, Grind, Haul-out and Disposal Rate (Per Specifications)	Per cubic yard	\$ _____

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

L. TREES, TREE STUMP, AND TREE LIMB REMOVAL *(Continued)*

SAND COLLECTION (PRIVATE PROPERTY) AND SCREENING RATE (PER SPECIFICATIONS)

Item	Description	UOM	Unit Price
L.8	Sand Collection (Public Property) and Screening Rate (Per Specifications)	Per cubic yard	\$ _____

SAND COLLECTION (PRIVATE PROPERTY) AND SCREENING RATE (PER SPECIFICATIONS)

Item	Description	UOM	Unit Price
L.9	Sand Collection (Private Property) and Screening Rate (Per Specifications)	Per cubic yard	\$ _____

BACKFILL (PER SPECIFICATIONS)

Item	Description	UOM	Unit Price
L.10	Backfill per specifications	Per cubic yard	\$ _____

LEANING TREES/HANGING LIMBS

Item	Description	UOM	Unit Price
L.11	Removal of hazardous hanging limbs greater than 2 inches	Per tree	\$ _____
L.12	Removal of hazardous standing trees 6"-12" in diameter	Per tree	\$ _____
L.13	Removal of hazardous standing trees 13"-24" in diameter	Per tree	\$ _____
L.14	Removal of hazardous standing trees 25"-36" in diameter	Per tree	\$ _____
L.15	Removal of hazardous standing trees 37" or larger in diameter	Per tree	\$ _____

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

M. DEMOLITION OF STRUCTURES (if implemented by EMC/EOC):

Contractor shall be compensated based on the schedule below. Tipping fees shall be included in the unit rates proposed for services.

Item	Description	UOM	Unit Price
M.1	Single Story-Frame Structure, Demolish and secure site only	Sq. Ft.	\$ _____
M.2	Two Story-Frame Structure, Demolish and secure site only	Sq. Ft.	\$ _____
M.3	Single Story-Block Structure, Demolish and secure site only	Sq. Ft.	\$ _____
M.4	Two Story-Block Structure, Demolish and secure site only	Sq. Ft.	\$ _____
M.5	Additional Stories – Block Structure – 3 stories and above, Demolish only and secure site	Sq. Ft.	\$ _____
M.6	Additional Stories – Frame Structure – 3 stories and above, Demolish only and secure site	Sq. Ft.	\$ _____

N. EMERGENCY TEMPORARY DRY-IN OF FACILITIES

The Contractor shall be compensated at a fixed percentage over their cost.

Item	Description	Fixed Percentage Over Contractor's Cost
N.1	Non-specified Equipment Rental	_____ %
N.2	Materials (i.e. plywood, hardware materials)	_____ %

O. TEMPORARY SECURITY PERSONNEL

The Contractor shall be compensated at a fixed percentage over their cost.

Item	Description	Fixed Percentage Over Contractor's Cost
O.1	Equipped Security Staffing w/transportation.	_____ %

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

P. TEMPORARY LIGHTING

Contractor shall be compensated at a fixed percentage over their cost. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

Item	Description	Fixed Percentage Over Contractor's Cost
P.1	Equipment Rental	_____ %

Q. TEMPORARY PORTABLE FUELING SITES AND DISPENSING

Contractor shall be compensated at a fixed percentage over their cost. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

Item	Description	Fixed Percentage Over Contractor's Cost
Q.1	Equipment Rental	_____ %

R. RENTAL OF VARIOUS EQUIPMENT WITH AND WITHOUT OPERATORS

Contractor shall be compensated in accordance with Appendix A. Cost Proposal Equipment/Labor Rate Schedule **(Item A)**. Contractor shall identify/specify miscellaneous equipment on the schedule **(Item A)**, as well as include cost proposals.

S. TEMPORARY FENCING

Contractor shall be compensated at a fixed percentage over their cost.

Item	Description	Fixed Percentage Over Contractor's Cost
S.1	Fencing Materials	_____ %

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

T. OTHER DISASTER RELATED SERVICES: WATERWAY DEBRIS REMOVAL

Contractor shall be compensated at a fixed price per cubic yard based on mileage for one-way haul.

Item	Description	Per cubic yard for a one way haul of 1-15 miles	Per cubic yard for a one way haul of 15-30 miles	Per cubic yard for a one way haul of 31-40 miles
T.1	Cleaning and Restoration of Beaches: Removal and screening of debris laden sand. Sand will be removed and screened at a temporary facility and stockpiled at a debris management site and clean sand returned and placed on beach.	\$ _____	\$ _____	\$ _____
T.2	Debris removal and restoration of canals	\$ _____	\$ _____	\$ _____
Item	Description	Per vessel for a one way haul of 1-15 miles	Per vessel for a one way haul of 15-30 miles	Per cubi for a one way haul of 31-40 miles
T.3	Boat removal (vessels less than or equal to 20 linear feet)	\$ _____	\$ _____	\$ _____
T.4	Boat removal (vessels 21 linear feet or greater)	\$ _____	\$ _____	\$ _____

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

U. Cleaning of Storm Drains

Storm Drain Cleaning will be itemized by round culverts or box culverts. Contractor shall be compensated at cost per linear foot or a unit price as detailed in the cost proposal below.

ROUND CULVERTS		
Item	Description	Price Per Linear Foot
U.1	Clean 21" & 24" Storm Sewer	\$ _____
U.2	Clean 27" & 30" Storm Sewer	\$ _____
U.3	Clean 36" Storm Sewer	\$ _____
U.4	Clean 42" Storm Sewer	\$ _____
U.5	Clean 48" Storm Sewer	\$ _____
U.6	Clean 54" Storm Sewer	\$ _____
U.7	Clean 60" Storm Sewer	\$ _____
U.8	Clean 72" Storm Sewer	\$ _____
Item	Description	Price Per Unit
U.9	Clean Catch Basins	\$ _____
U.10	Clean Drainage Manholes	\$ _____
BOX CULVERTS		
Item	Description	Price Per Linear Foot
U.11	Clean 0 - 4 (Square Foot)	\$ _____
U.12	Clean 4.01 - 9 (Square Foot)	\$ _____
U.13	Clean 9.01 - 15 (Square Foot)	\$ _____
U.14	Clean 15.01 – 20 (Square Foot)	\$ _____
U.15	Clean 20.01 – 30 (Square Foot)	\$ _____
U.16	Clean 31.01 – 40 (Square Foot)	\$ _____

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

U. Cleaning of Storm Drains *(Continued)*

BOX CULVERTS		
Item	Description	Price Per Linear Foot
U.17	Clean 40.01 – 50 (Square Foot)	\$_____
U.18	Clean 50.01 - 60 (Square Foot)	\$_____
U.19	Clean 60.01 - 70 (Square Foot)	\$_____

Offeror Must Complete and Return This Page With Offer.

Non-Disclosure Agreement

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

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

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

[Printed Name of Consultant]

By: _____

Title: _____

Date: _____

Offeror Must Complete and Return This Page With Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR OFFER.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

Offeror Must Complete and Return This Page With Offer.

Signature Page

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

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

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

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

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

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

Offeror Must Complete and Return This Page With Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		OFFICE USE ONLY
<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;">Date Received</div>	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: small;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p>4</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Date</p>		

Adopted 8/7/2015

Offeror Must Complete and Return This Page With Offer.

Local Government Officer

Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. 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.		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	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).	
Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ (attach additional forms as necessary)		
6	AFFIDAVIT	
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.		
_____ Signature of Local Government Officer		
AFFIX NOTARY STAMP / SEAL ABOVE		
Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.		
_____ Signature of officer administering oath	_____ Printed name of officer administering oath	_____ Title of officer administering oath

Adopted 8/7/2015

Offeror Must Complete and Return This Page With Offer.

Good Faith Effort (GFE)

DETERMINATION CHECKLIST

This information must be submitted with your proposal.

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

Did the Prime Contractor/Consultant . . .

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

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

Printed Name of Authorized
Representative

Signature

Title

Date

Offeror Must Complete and Return This Page With Offer.

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

This information must be submitted with your bid.

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

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

Contractor Name: _____ HUB: Yes No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative Signature of Representative Date

Printed Name of HUB Signature of Representative Date

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

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

Offeror Must Complete and Return This Page With Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

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

Yes No

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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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.**

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Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Offeror Must Complete and Return This Page With Offer.

Residence Certification/Tax Form

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

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

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

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

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

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

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

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

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Offeror Must Complete and Return This Page With Offer.

House Bill 89 Verification

I, _____, the undersigned representative of (company or business name) _____ (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

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

Pursuant to Section 2270.001, Texas Government Code:

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

Signature of Company Representative

Date

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

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

Notary Seal

Notary Signature

Date

Offeror Shall Return Completed Form with Offer.

Senate Bill 252 Certification

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

Company Name

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

Offeror Shall Return Completed Form with Offer.

Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge, 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

The undersigned 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. § 3801 et seq., apply to this certification and disclosure, if any.

Company Name

Signature of Company Representative

Date

Offeror Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF _____ COUNTY OF _____

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

on this day personally appeared _____, who
(name)

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

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

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

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

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

Name and address of bidder: _____

Fax: _____ Telephone# _____

by: _____ Title: _____
(print name)

Signature: _____

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

this the _____ day of _____, 20____.

Notary Public in and for
the State of _____

Offeror Must Complete and Return This Page With Offer.