



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

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

April 14, 2020

Request for Statements of Qualification (RFQ 20-016/JW)

**"On Call" Professional Airport Planning Services, Airport Master Plan Update,
and Environmental Analysis for the Jack Brooks Regional Airport**

Dear Vendors:

You are invited to submit a statement of qualifications in accordance with RFQ 20-016/JW, "On Call" Professional Airport Planning Services, Airport Master Plan Update, and Environmental Analysis for the Jack Brooks Regional Airport. Jefferson County is requesting statements of qualifications from qualified consulting firms or teams to provide "on call" professional airport planning services, development of a comprehensive Airport Master Plan Update, and related Environmental Analysis for the Jack Brooks Regional Airport.

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

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

Responses are to be sealed and addressed to the Purchasing Agent with the request for qualifications number and name marked on the outside of the envelope or box. All responses shall be submitted with an original and (6) six copies, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 am CT, Friday, May 1, 2020. Jefferson County does not accept responses submitted electronically. Responses will be publicly opened and the names of responding firms will be read aloud in the Jefferson County Engineering Conference Room, 1149 Pearl Street (5th Floor, Historic Courthouse) Beaumont, Texas 77701 at the time and date below. Statements of Qualifications received after that time will be considered late and will be returned unopened. Inquiries shall be directed to Jamey West, Assistant Purchasing Agent at jwest@co.jefferson.tx.us

**REQUEST NAME: "On Call" Professional Airport Planning Services, Airport Master Plan Update,
and Environmental Analysis for the Jack Brooks Regional Airport**

REQUEST NO. : RFQ 20-016/JW

DUE DATE/TIME: 11:00 am CT, Friday, May 1, 2020

**MAIL OR DELIVER TO: Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701**

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

We look forward to your active participation in this solicitation.

Sincerely,

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

Published: Beaumont Enterprise and Port Arthur News: April 15, 2020 & April 22, 2020

RFQ 20-016/JW

“On Call” Professional Airport Planning Services, Airport Master Plan Update, and Environmental Analysis for the Jack Brooks Regional Airport

Section 1. Introduction and Purpose:

Jefferson County is requesting statements of qualifications and experience from all qualified firms or teams desiring to provide professional Airport Planning Services for the County as the need for these services arises. The range of services to provide will be broad and will involve providing “On Call” Professional Airport Planning Services, an Airport Master Plan Update, and an Environmental Analysis for the Jack Brooks Regional Airport.

This RFQ will be utilized to engage firms for future, undefined projects, and an indefinite quantity of airport planning services as need arises. A contract will be signed for individual projects, depending on the type of project and cost of the work.

Section 2. Procedure

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

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

Section 3. Selection Committee

Because of the diversity of the departments and activities of the County, the Purchasing Agent will appoint the selection committee for a given project. The Purchasing agent will also appoint a chairperson and no less than two (2) other members for the committee. Typically, the committee will consist of at least one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department requesting the project, or the department executing the project. However, this structure is not binding. Other members may be appointed as necessary and appropriate, but the total number of persons on the selection committee shall not exceed four (4) persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project, in order to assist the committee in developing a list of firms that might best accomplish the work required. Committee membership and project requirements will vary from project to project; therefore, a firm rated number one for one project could very well not even be rated for another.

Section 4. Project Background and Description & Scope of Services

Jefferson County, Texas is seeking a qualified consulting firm or team to provide “On Call” professional airport planning services and for the development of a comprehensive **Airport Master Plan Update and related Environmental Analysis** for Jack Brooks Regional Airport (BPT).

BPT is a Non-Hub, Commercial Service Airport consisting of approximately 1,180 acres located near the City of Nederland, Texas and the unincorporated community of Beauxart Gardens, Texas. Jefferson County is soliciting Statements of Qualifications (SOQ) from interested and qualified airport planning consultants for “On Call” airport planning services for the next five (5) years, in accordance with FAA Advisory Circular (AC) 150/5100 – 14E, Architectural, Engineering, and Planning Consultant Services for Airport Grant

Projects. The desired planning services and the necessary planning assignments include, but are not limited to the following:

- A comprehensive Airport Master Plan Update
- A updated Airport Layout Plan
- Environmental planning and analysis (examples include environmental planning for the master planning process, environmental assessments, and categorical exclusions in accordance with FAA Orders and Advisory Circulars)
- FAA AIP grant preparation and administration
- Preparation of AIP required supporting document (examples include DBE plans, PFC applications, etc.)
- Air service development studies, marketing plans, and related documents

These planning assignments are needed to help guide the development of Jack Brooks Regional Airport (BPT) over the next 20 years.

A. Project Background and Description

Ensuring safe and efficient airfield operations and the improvement of domestic passenger service at BPT are key objectives of Jefferson County. The first planned project for the selected “On Call” planning firm or team is an update to the Airport Master Plan.

The Master Plan will address short, medium, and long-range facility requirements. All solutions will require phasing alternatives with clearly defined triggers and should be comprehensive, efficient, flexible, and supported by a financial plan demonstrating cost- efficiency. The Airport Master Plan should also seek to maximize aeronautical and non- aeronautical revenue through identification of land use opportunities and constraints.

This includes documentation and assessment of vacant land, underused parcels, and existing aeronautical and non-aeronautical buildings.

The Airport Master Plan Update project will be funded by Federal Aviation Administration (FAA) grants as part of the Airport Improvement Plan (AIP). Therefore, the Project shall be conducted in accordance with FAA Advisory Circulars (AC) and other applicable federal, state, and local requirements including but not limited to AC 150/5070-6B *Airport Master Plans*, AC 150/5300-13, *Airport Design*, AC 150/5300-16, *Aeronautical Surveying*, AC 150/5300-17, *Airport Imagery*, and AC 150/5300-18, *Geographic Information System (GI) Standards*.

B. Scope of Services

Jefferson County intends to complete a high-quality, cost-effective Master Plan in 12-18 months after this award. The interested planning firm or team is encouraged to use existing BPT studies and documents that will be made available to the extent practical during final scoping and negotiations. Some of those studies include:

- FAA Terminal Area Forecast
- BPT Master Plan Initial Needs Determination
- Existing Airport Layout Drawing
- Exhibit A Land Map
- Passenger, Operations, Air Cargo Data
- Wildlife Hazard Management Plan

The scope of services will include, but not be limited to the following:

1. Inventory of existing conditions:

- a. Airport Facilities (airside, terminal, and landside)
- b. Aviation Activity
- c. Environmental Issues
- d. Land Use, Zoning, and Other Local & Regional Planning Studies
- e. Roads and Ground Traffic
- f. Utilities

2. Aviation Forecasts – Refine recently completed forecasts for:

- a. General Aviation Activity
- b. Air Carrier Activity
- c. Cargo Activity
- d. Military Activity

3. Facility Requirements – Assess the ability of the existing airport, both airside and landside, to support the forecasted demand. Identify the demand levels that will trigger the need for facility additions or improvements and estimate the extent of new facilities that may be required to meet that demand including but not limited to building infrastructure, utilities, and land assets.

4. Alternatives Development and Evaluation – Identify options to meet projected facility requirements and alternative configurations for each major airport component. Assess the expected performance of each alternative against the selected evaluation criteria, including its operational, environmental, and financial impacts. Based on this assessment, provide recommended development alternatives and triggers for their implementation. Some alternatives will focus on enhancing/maximizing revenue producing opportunities. Alternatives will address short (5 year), medium (10 year) and long range (20 year) facility requirements.

5. Environmental Considerations – Determine the Federal and State environmental requirements needed to move forward with each project in the recommended development program.

6. Airport Layout Plan – A new Airport Layout Plan (ALP) shall be prepared according to FAA Advisory Circulars and other applicable documents. A new Exhibit A property map should also be prepared according to FAA Advisory Circulars and other applicable documents. The ALP update should include an aeronautical survey and development of new planimetric data that meets FAA standards. The ALP process should include submittal of data to the Airports Geographic Information System (A-GIS) and delivery of data in both digital and paper format to Jefferson County.

7. Financial Feasibility Analysis – Identify the financial plan for BPT, and the means by which Jefferson County can finance the projects recommended in the master plan update. Demonstrate the financial feasibility of each project or program element.

8. Community Outreach/Stakeholder Input Facilitation – Since the long-range development of BPT will have an impact on the surrounding community, opportunities for public involvement throughout the process will be critical to the success of this Project. The selected planning firm or team will need to utilize traditional marketing methods and digital tools, such as the airport website at www.flysetx.com, and potentially other public websites, during the Master Plan Update project. Jefferson County encourages teams to submit creative ideas and solutions in order to garner robust and effective public participation.

Additional Information Available: Copies of the current Airport Layout Plan and Wildlife Hazard Plan are available upon request. Please contact Alex Rupp, Airport Director at arupp@co.jefferson.tx.us to obtain copies of these plans.

Section 5. Submittal Content

Firms desiring to be considered for Airport Planning Services for Jefferson County are required to submit a Statement of Qualifications and Experience in order to be considered for contracts under this procedure. Only firms with statements on file with the County will be evaluated.

Jefferson County encourages succinct responses and therefore would expect submittals to include no more than (30) pages of text; excluding the front and back covers, dividers, cover sheet, table of contents, and a letter of introduction (maximum two pages).

Note: A completed copy of this specifications packet (in its entirety) is also to be included in each response copy submitted; to include the original and (6) six copies. These pages will not count towards the (30) page response limit noted above.

The Statement of Qualifications (SOQ) shall include the following required information:

1. A cover with the name and address of the Consultant and titled "Statement of Qualifications, Professional Airport Planning Services, Jack Brooks Regional Airport" in response to Jefferson County (RFQ 20-016/JW).
2. Name of the firm desiring to contract with the County.
3. Firm's local address.
4. Firm's corporate or main office address.
5. Number of years the firm has been in business.
6. Names, qualifications, and experience of professional staff who would be assigned to Jefferson County.
7. Firm's organization chart.
8. A letter signed by the Consultant's contact person expressing interest and capability to perform the work.
9. Names, titles, address, and telephone numbers of persons who are authorized to negotiate for and contractually bind the firm. One of these persons should sign the response. A contact must be named for addressing questions generated during the evaluation process.
10. Biographies or resumes, including home office location and other relevant information, for each key staff member likely to be assigned to a project.
11. Succinct description of the team organizational structure, including a chart identifying the Principals, Project Manager, key personnel, sub-consultants, and responsibilities of team members;
12. Qualifications of individuals who will be assigned to the Project with their experience on airport projects comparable to the Project;
13. Description of the Project approach, preliminary work plan, public outreach plan, and the 12-18-month timeline;
14. Specialized experience required to perform services;
15. Past performance on projects of similar complexity and type;
16. Present work load of the staff assigned to the Project;
17. Description of specific resources to be used to provide such services;
18. A description of representative work accomplished for all jobs within the past five (5) years.
19. A detailed summary of the firm's experience in providing the kinds of services specified in this RFQ to governmental entities.

20. Description of reasons why the firm would be uniquely qualified to provide Airport Planning Services to Jefferson County.
21. Description of any unique services offered by your firm.
22. A list of three or more professional references of current and/or past clients (other than Jefferson County), who have contracted the types of work the firm is offering to perform. A reference form is included on Page 17 of this package.

Submittal shall also include:

1. Acknowledgement of compliance with the applicable DBE and civil rights policies;
2. Provide a listing of all current litigation(s), outstanding judgements and liens affecting the firm.

Section 6. Selection Process and Criteria for Review of Statement of Qualifications

The selection process is a Qualifications Based Selection (QBS) using the information contained in the Statement of Qualification (SOQ). A selection committee from Jefferson County will review the submittals. Depending upon the number and qualifications of respondents, Jefferson County may select directly from the Statement of Qualifications or may develop a shortlist of firms and invite them to interview for the final selection. The decision as to the process, timing, and selection will be at the discretion of Jefferson County. The following professional firms or teams are encouraged to apply for consideration:

- Planning firms or teams with experience in similar types of projects as described in the scope of services.
- Planning firms or teams that will be available to meet with Jefferson County on a consistent basis.
- Planning firms or teams that are available to commence services immediately upon contract award.

The following criteria will be used in screening, ranking, and selecting the successful firm:

- 1. Qualifications of the Firm: (25%):** Preference shall be given to those firms with experience in airport architectural, engineering, planning, and environmental analysis related to the scope of services.
- 2. Qualifications of the Project Team (Key Staff) (35%):** Preference shall be given to those with key staff experience in items listed in the above scope of services and any familiarity with the region.
- 3. Experience in Working with State and FAA Regulations and Procedures (10%):** Preference shall be given to project teams whose personnel have demonstrated working relationship with the State and FAA, and possesses a thorough understanding of FAA rules and regulations regarding design and development of airports similar to Jack Brooks Regional Airport (BPT).
- 4. Project Understanding (30%):** Preference shall be given to those firms which have a comprehensive understanding of the project requirements and environment.

A. Selection of the consultant

It is the intent of Jefferson County to appoint a committee to review the Statements of Qualifications submitted and rank the qualified firms. The short-listed consultants shall be notified at least 14 days prior to the interview date, if interview is deemed necessary.

All unsuccessful firms will be notified in writing no later than 10 days after selection. Jefferson County reserves the right to reject any and all submissions to this RFQ, request clarifications, or waive informalities/technicalities, if it is deemed in the best interest of Jefferson County. Jefferson County assumes no responsibility for costs incurred in responding to this RFQ. In accordance with FAA selection procedures, all selections should be qualification based. No overhead rate, fees, or any cost information should be identified as part of this submission.

B. Civil Rights

Title VI Solicitation Notice: The Jack Brooks Regional Airport, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all proposers that it will affirmatively ensure that any Agreement entered into pursuant to this advertisement, disadvantaged business enterprises (DBE) will be afforded full and fair opportunity to submit statements of qualifications in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

C. Submittal Requirements

Respondents are responsible for submitting:

- One (1) *original* response copy to include a completed copy of this specifications packet, in its entirety.
- Six (6) numbered response *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with response submission and any other documentation requested within these specifications.

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

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

Responses shall be mailed or delivered to:

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

All submissions must be received by 11:00 am CT, Friday, May 1, 2020.

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

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

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

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

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

Section 7. Additional Airport Information

A. DBE Program

Jefferson County has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26 for the Jack Brooks Regional Airport. The Owner has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the Owner has signed an assurance that it will comply with 49 CFR Part 26.

Jefferson County and the Jack Brooks Regional Airport will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, the Airport will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

Megan Landry is the designated DBE Liaison Officer (DBELO). For questions regarding the Airport's DBE Program, Mrs. Landry can be reached at 409-719-4900 or mlandry@co.jefferson.tx.us.

Goal Period: FY-2019 – 2021 (October 1, 2018 through September 30, 2021)

The Jack Brooks Regional Airport has calculated year-by-year Disadvantaged Business Enterprise (DBE) goals for 2019, 2020, and 2021. The goal calculations are attached to this overall goal summary. Each individual year's anticipated DOT-assisted contract amounts and DBE goals are represented below and are included in the calculation documentation for each individual year in the next three attachments. The overall DBE goal for the next three year period is an average of these goals and is set at 2.00% percent (median goal).

FY 2019 Anticipated DOT-assisted contract amount: \$300,000

Design/Administration/Support = \$300,000 (100%)
Construction = \$0

DBE Goal: 2.00%

Total dollar amount to be expended on DBE's: \$6,000

Design/Administration/Support = \$6,000 (2.00%)
Construction = \$0 (0%)

Describe the Number and Type of Projects for DBE goal calculations:

FY19: Design Taxiway A (RW 12 to TW B)
FY19: Design Lighting System Upgrade
FY19: Design Passenger Boarding Bridge
FY19: Design Vault Repackage
FY19: Planning Master Plan for Primary Shift

FY 2020 Anticipated DOT-assisted contract amount: \$1,000,000

Design/Administration/Support = \$0 (0%)
Construction = \$1,000,000 (100%)

DBE Goal: 4.81%

Total dollar amount to be expended on DBE's: \$48,100

Design/Administration/Support = \$0 (0%)
Construction = \$48,100 (100%)

Describe the Number and Type of Projects for DBE goal calculations:

FY20: Construction Taxiway A (RW 12 to TW B)
FY20: Construction Lighting System

FY 2021 Anticipated DOT-assisted contract amount: \$1,040,000 **DBE Goal: 1.95%**

Design/Administration/Support = \$240,000 (23.08%)

Construction = \$800,000 (76.92%)

Total dollar amount to be expended on DBE's: \$20,280

Design/Administration/Support = \$4,664 (23.08 %)

Construction = \$15,616 (76.92%)

Describe the Number and Type of Projects for DBE goal calculations:

1. FY21: Equipment Passenger Boarding Bridge
2. FY21: Construction Vault Replacement
3. FY21: Design Drainage System A & B Repairs & Improvements
4. FY21: Design TW F @ RW 16 tie

Market Area: Beaumont-Port Arthur Metropolitan Statistical Area (MSA) and Jefferson County, Texas

Determination of Market Area: Substantial majority, at least 85% of the contractors and subcontractors come from this area, and at least 85% of the contracting dollars will be spent in this area. Due to FAA guidelines that include materials temperature standards, it is uncommon for contractors utilizing temperature sensitive materials to mobilize crews and goods from more than a 30 minute travel radius at the very maximum. Hence the numbers of DBE firms anticipated to participate in construction projects on the Airport have been limited by their proximity to the Airport and propensity to mobilize and serve our future construction projects. The service by engineering and design professionals was not limited based on proximity to the Airport. DBE service consideration was maintained within the State of Texas and DBEs within or serving the Beaumont-Port Arthur Metropolitan Statistical Area and Jefferson County.

Race Neutral Measures

Jack Brooks Regional Airport estimates that in meeting its overall goal of 2.00%. In the past, the airport has sought to obtain 100% from race neutral measures. However, past goal achievements have fallen short. As a result, the Airport will employ contract goals that is described in the next section.

The following measures, where possible, will be taken by the Airport and Airport Sponsor in an effort to foster race neutral participation to the greatest extent possible on all contracts let for the Airport:

- Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBE, and other small businesses, participation (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces);
- Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses obtain bonding and financing);
- Providing technical assistance and other services;
- Carrying out information and communications programs on contracting procedures and specific contract opportunities;
- Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;
- Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
- Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low; and
- Ensuring distribution of you DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors and ensuring the current DBE goals are posted on the Airport/Airport Sponsor's webpage

Race Conscious Measures

As indicated previously, RN measures have not proven 100% effective for the Airport to meeting past DBE goals. Jack Brooks Regional Airport will implement contract goals, a race conscious measure in meeting the overall DBE goal. Contract goals will be established so that, over the period that the overall DBE goal applies, they will cumulatively result in meeting any portion of the overall DBE goal that is not projected to be met through the use of RN means. If, at any time during the DBE goal period, the goals are projected to be met and/or exceeded through RC measures, contract goals will be reduced.

The Owner will establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities. Under 49 CFR Part 26, the Owner need not establish a contract goal on every such contract, and the size of the contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work and availability of DBE's to perform the particular type of work).

Public Participation and Consultation:

Currently and in the future, Jack Brooks Regional Airport will consult with local minority, women's, general contractor groups, and community organizations to share information on the effects of discrimination on opportunities for DBEs and efforts to establish a level playing field for the participation of DBEs. The airport staff will also receive any and all comments on barriers to DBE participation and suggestions of improvements the Airport can make eliminate such barriers.

On July 26, 2016, Jack Brooks Regional Airport held an open-house meeting for the local business and DBE community. Coordination for this meeting was completed with Jefferson, County, Beaumont Chamber of Commerce, Port Arthur Chamber of Commerce, Nederland Chamber of Commerce, and the Golden Triangle Minority Business Council. Through this coordination a long list of available small businesses and DBE/WBE/HUBs in the Beaumont/Port Arthur metropolitan Statistical Area were identified and invitations for the open-house meeting were sent based on the addresses provided by the aforementioned organizations. During the DBE Open-house brief presentations about Jack Brooks Regional Airport, the DBE Program, and future projects was made to those in attendance. A question and answer session was offered during the meeting. All of the questions asked were focused on the upcoming projects and the amount of paving available and potential for DBE participation. A short list of prime contractors currently or in the recent past having performed construction projects at BPT was discussed. The meeting agenda, attendee roster and presentation materials provided are included in Attachment 12 to the BPT DBE Program.

B. Other

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

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

Courthouse Security: Respondents are advised that all visitors to the Courthouse must pass through Security. Respondents planning to hand deliver Statements of Qualifications 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. Respondents are strongly urged to plan accordingly.

County Holidays – 2020:

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

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

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

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

Section 7. Pre-Submittal Meeting

There will NOT be a Pre-submittal Conference for this Request for Qualifications.

Questions:

In the event your firm desires additional information, Jefferson County will endeavor to provide such information; however, Jefferson County will not be responsible for any delay resulting in the respondent's inability to meet the deadline for submission of the Statement of Qualifications.

Interested parties may provide written questions to Jamey West, Assistant Purchasing Agent at: jwest@co.jefferson.tx.us.

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

The deadline for asking questions in writing or requesting additional information (in writing or in person) is 5:00 pm, Monday, April 27, 2020.

Section 8. Laws and Regulations

The Airport Planning Services Firm/Team must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

Section 9. Insurance

The contractor (including any and all subcontractors as defined in Section 10.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

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

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured.

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

Minimum Insurance Requirements:

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

Excess Liability \$1,000,000

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 10 Below)

Section 10. Workers' Compensation Insurance

10.1 Definitions:

10.1.1 **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.

10.1.2 **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.

10.1.3 **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.

10.2 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.

10.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 6 above.

10.4 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.

10.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

10.5.1 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

10.5.2 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.

10.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

10.7 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.

10.8 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.

10.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

10.9.1 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.

10.9.2 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.

- 10.9.3 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.
- 10.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 10.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 10.9.4.2 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.
- 10.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
- 10.9.6 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
- 10.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 10.1 – 10.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 10.10 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.
- 10.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Section 11. Terms and Conditions

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

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

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

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

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

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

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

7. Minority-Women Business Enterprise Participation

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

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

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

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

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

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

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

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

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

organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

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

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

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

N. SEAL, LOGO AND FLAGS

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

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply 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.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR OFFER.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

Respondent Shall Return Completed Form with Offer.

Signature Page

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

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

Firm (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

Respondent Shall Return Completed Form with Offer.

House Bill 89 Verification

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

Signature of Company Representative

Date

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

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

Notary Seal

Notary Signature

Date

Bidder Shall Return Completed Form with Offer.

Senate Bill 252 Certification

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

Company Name

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

Respondent's Certification

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

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

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

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

NAME OF BUSINESS

BY:

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

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

Notary Public

MAILING ADDRESS

State of _____

CITY, STATE, ZIP CODE

My Commission Expires: _____

() _____
TELEPHONE NUMBER

Respondent Shall Return Completed Form with Offer.