



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

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

September 8, 2020

**Request for Statements of Qualification RFQ 20-041/YS
HISTORIC PRESERVATION PROFESSIONAL SERVICES FOR HISTORIC RESOURCES SURVEY PLAN, HISTORIC
RESOURCES SURVEY, AND HISTORIC PRESERVATION PLAN**

Dear Vendors:

You are invited to submit a statement of qualifications in accordance with RFQ 20-041/YS, Historic Preservation Professional Services for Historic Resources Survey Plan, Historic Resources Survey, and Historic Preservation Plan. Jefferson County is requesting statements of qualifications from Historic Preservation Firms.

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 five (5) copies, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 am CT, Wednesday, November 4, 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 Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, 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 Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us.

REQUEST NAME: HISTORIC PRESERVATION PROFESSIONAL SERVICES FOR HISTORIC RESOURCES SURVEY PLAN, HISTORIC RESOURCES SURVEY, AND HISTORIC PRESERVATION PLAN

REQUEST NO. : RFQ 20-041/YS

DUE DATE/TIME: 11:00 am CT, Wednesday, November 4, 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

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Request for Statements of Qualification (20-041/YS) HISTORIC PRESERVATION PROFESSIONAL SERVICES FOR HISTORIC RESOURCES SURVEY PLAN, HISTORIC RESOURCES SURVEY, AND HISTORIC PRESERVATION PLAN

Section 1. Introduction and Purpose:

Jefferson County is requesting statements of qualifications and experience from Cultural Resource Management firm or Historic Preservation firm to provide historic resource survey and historic preservation planning.

Section 2. Procedure

Firms are encouraged to submit statements of qualifications and experience. The Purchasing Agent will appoint a selection committee, which will evaluate qualified responses. 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 this Request for Qualifications. The Purchasing Agent may appoint a chairperson and no less than two (2) other members for the committee. Typically, the committee will consist of at least one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department requesting the project, or the department executing the project. However, this structure is not binding. 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.

compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

- 7.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
- 7.1.3 **Persons providing services on the project (“subcontractor”) in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. “Services” includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. “Services” does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 7.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- 7.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 6 above.
- 7.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 7.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 7.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 7.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 7.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 7.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 7.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 7.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - 7.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

- 7.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
- 7.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- 7.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 7.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 7.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
- 7.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
- 7.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 7.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 7.1. – 7.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 7.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 7.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Section 8. Qualifications Statement Requirements

Firms desiring to be considered for Cultural Resource Management firm or Historic Preservation firm 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 submitted in response to this Request for Qualifications will be evaluated. The statement should contain, as a minimum, the following:

1. Name of the firm wishing to contract with the County.
2. Firm's local address.
3. Firm's corporate or main office address.

4. Number of years the firm has been in business.
5. Names, qualifications, and experience of professional staff who would be assigned to Jefferson County. The Vendor must meet the Secretary of the Interior's Professional Qualification Standards found here: https://www.nps.gov/history/local-law/arch_stnds_9.htm.
6. Firm's organization chart.
7. Biographies or resumes, including home office location and other relevant information, for each key staff member likely to be assigned to a project.
8. 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.
9. Minimum two (2) years' experience preferred developing historic preservation plans in Texas (provide one work sample most relevant to this project – a link is acceptable).
10. Minimum two (2) years' experience preferred developing historic resource survey plans in Texas (provide one work sample most relevant to this project – a link is acceptable).
11. Describe reasons why the firm would be uniquely qualified to provide historic resource survey and historic preservation planning services to Jefferson County.
12. Describe any unique services offered by your firm.
13. A list of references, other than Jefferson County, who have contracted the types of work the firm, is offering to perform. A minimum number of three (3) references must be included and at least one of them must be from a submitted example project. A reference form is included on Page 19 of this package.

Section 9. Additional Information

1. Provide a listing of all current litigation(s), outstanding judgements and liens affecting the firm.

Section 10. 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.

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 Cultural Resource Management firm or Historic Preservation firm shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.
4. No reports, information, or data given to or prepared by the Cultural Resource Management firm or Historic Preservation firm under contract shall be made available to any individual or organization by the Cultural Resource Management firm or Historic Preservation firm without the prior written approval of the County.

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

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

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

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

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

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 (l) 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 (l) 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 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 with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

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

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

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

Section 12. Rating Criteria

The appointed Selection Committee will consider the following criteria in evaluating responses:

- a. Firm's Capability to Provide the Services – 40%**
- b. Performance/References - 30 %**
- c. Experience on Similar Projects – 20 %**
- d. Staff Qualifications – 10 %**

Section 13. Submission Requirements

Respondents are responsible for submitting:

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

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, Wednesday, November 4, 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.

Please direct questions to Deborah Clark, Purchasing Agent, at 409-835-8593 or e-mail at: syphrett@co.jefferson.tx.us.

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.

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.

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.

**JEFFERSON COUNTY, TEXAS
REQUEST FOR QUALIFICATIONS
FOR
HISTORIC PRESERVATION PROFESSIONAL SERVICES FOR
HISTORIC RESOURCES SURVEY PLAN, HISTORIC RESOURCES SURVEY, AND
HISTORIC PRESERVATION PLAN
September 1, 2020
RFQ 20-041/YS
Class/Item: 956-30, 956-70, 962-52**

956-30 Historical Studies and Services
956-70 Research Services, Other Than Business
962-52 Mapping and Geographical Information Systems (GIS) Services, Including
 Cartography and Surveying Services, Not Aerial

PART II

GENERAL INFORMATION

INTRODUCTION

Jefferson County (the “COUNTY”) is soliciting qualification statements from a well-qualified historic preservation consultant or team of consultants to develop a comprehensive plan for conducting an historic resources survey in the areas of the county outside the cities of Beaumont and Port Arthur, to conduct an historic resources survey by identifying and documenting historic resources, and to develop a survey report with a robust recommendation section in order for the County to make informed decisions about federal, state, and local designation of historic resources. Upon completion of the historic resources survey, a comprehensive historic preservation plan is also required for the areas of the county included in the survey. The County intends to select a single firm to accomplish all the services outlined in this Request for Qualifications (“RFQ”).

No Guarantee of Volume. The COUNTY does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this solicitation and resulting Contract(s).

The COUNTY reserves the right, in its sole discretion, to amend or modify any provisions of this RFQ, or to withdraw this RFQ, at any time prior to the award of a Contract, if it is in the best interest of the COUNTY or the State to do so. The decision of the COUNTY, or its designee, shall be administratively final in this regard.

BACKGROUND

The Jefferson County Certified Local Government (CLG) survey plan, historic resource survey, and preservation plan is a project of the Jefferson County Historical Commission (JCHC) with the intention of identifying, documenting and preserving cultural resources in Jefferson County, Texas. A Texas coastal county approximately 90 miles east of Houston, Jefferson County is generally bordered by Orange County and Sabine Lake to the East, Chambers County to the West, and Hardin County to the North. The major cities of the county, Beaumont and Port Arthur, each have their own Certified Local Government designations, but there are numerous smaller cities and unincorporated areas including but not limited to Bevil Oaks, Port Neches, Nederland, Groves, China, Fannett, Hamshire, and Labelle. Some of these areas do not have historical organizations at

all, while others are strictly staffed by volunteers. The direct result of this is that many historical resources have not been identified, and consequently are in danger of being lost due to repeated natural disasters. Hurricane Harvey caused damage in our county estimated to be in excess of \$2.2 billion dollars with over 15,000 flooded or damaged homes, and damaged roads, bridges and other critical infrastructure. The population of Jefferson County, excluding Beaumont and Port Arthur, is approximately 81,000 people. Disasters such as Hurricane Harvey have shown the urgency of completing a survey, and our current volunteer resources are unable to meet the Secretary of the Interior's Professional Qualification Standards, necessitating the use of an historic preservation consulting company to conduct the survey in the areas of the county outside the cities of Beaumont and Port Arthur. An historic resource survey will be used to develop an official preservation plan, an important part of comprehensive community planning. It is the first goal of the Texas Statewide Preservation Plan to increase the historic and cultural resources surveyed statewide by 2020, and a survey of Jefferson County will further that goal, as well as provide a sound basis for community planning that will help preserve the historic resources in our county that define our communities. Jefferson County has been awarded a Hurricanes Harvey, Irma, and Maria Emergency Supplemental Historic Preservation Fund (HIM ESHPF) subgrant by the Texas Historical Commission (THC) in the maximum amount of \$249,913 for this project.

A map of the areas of the Jefferson County to be included in this project is included (See Attachment 1).

CONTRACT TERM

The services requested shall be provided for a period of thirty (30) months beginning August 1, 2020, or the last signature date, whichever is later, and ending February 13, 2023. The Contract term may be extended by the parties only by written amendment, not to exceed a total of twelve (12) additional months.

If the COUNTY is prohibited from issuing a warrant to the awarded Respondent because of a debt owed to the COUNTY, the COUNTY shall apply all payments due the awarded Respondent to the debt until the debt is paid in full.

DEFINITIONS

- a) **Acceptable Quality Level**—The level of performance of requested services below which the Contract will not be paid or damages may be assessed.
- b) **Addendum**—A modification of the RFQ issued by the COUNTY and distributed to prospective Respondents prior to the opening of responses.
- c) **Contract**—The Contract(s) awarded as a result of this RFQ and all exhibits thereto, including any Addenda issued in conjunction with this RFQ, the successful Respondent's Submittal, and subsequent submission by Respondent.
- d) **Contracted Service Provider(s)**—Respondent(s) whose Submittal results in a Contract with the COUNTY.
- e) **Historic-Age Resource**—A building, structure, object, site, or district that is forty-five (45) years of age or more at the time of the historic resources survey.
- f) **Historic Resources Survey**—A report that contains sufficient evidence to either 1) justify National Register of Historic Places (NRHP) eligibility determinations or, 2) make a case for conducting an intensive-level evaluation to finalize the determination(s), for each historic-age resource encountered during the field investigations.
- g) **National Register of Historic Places (NRHP)**—The official list of properties recognized for their significance to local, state, or national history, architecture, archeology, engineering, or culture, as maintained by the National Park Service. To be considered eligible for listing in the NRHP, a property must meet one of more of the National Register Criteria for Evaluation, and must retain sufficient historic integrity to convey its historic significance.
- h) **Project Manager**—The individual designated by the COUNTY authorized to represent the agency during the performance of the Contract.
- i) **Respondent**—Any person or vendor who submits a Submittal in response to this solicitation.

Submittal—The response submitted by a vendor to the COUNTY as a result of this solicitation.

PART III

PROJECT REQUIREMENTS

§SCOPE OF SERVICES

Services shall include, but are not limited to, the requirements contained in this RFQ. Services set forth that contain the words “must” or “shall” are mandatory and must be provided as specified with no alteration, modification, or exception. Services set forth that contain the words “may” or “can” allow the Respondent(s) to offer alternatives to the manner in which the commodities/services are provided. The services requested herein and to be provided under any Contract(s) awarded as a result of this RFQ are as follows:

Task 1: Project Management Plan

The Contracted Service Provider(s) shall prepare and submit a project management plan identifying the project team, project schedule, and key project milestones.

The goals of the project plan shall include the following:

Conduct monthly update meetings with County staff, including a project kickoff meeting, to identify data requirements of the Contracted Service Provider(s) and to discuss stakeholder committee structure, project schedule, public outreach planning activities and project branding.

Task 2: Investigative Study Research Design, Draft Fieldwork Methodology, and Draft Public Involvement Plan

The Contracted Service Provider(s) shall prepare an investigative study research design that delineates primary documentation tasks and establishes preliminary fieldwork methodology.

The investigative study research design will address central investigative study questions and focus primarily on gathering sufficient contextual information to provide National Register of Historic Places (NRHP) eligibility evaluations for historic properties in the county. The Contracted Service Provider(s) shall follow the Texas Department of Transportation (TxDOT) Documentation Standard for Historical Studies Research Design (DS), as applicable, and shall consult with THC if issues arise related to the DS.

a) The goals of this investigative study research design and preliminary fieldwork methodology shall include the following:

b) Compile a bibliography identifying repositories and existing primary and secondary resources that will be the principal guides for developing the historic context, the fieldwork methodology, and the historic resource survey report.

Collect materials such as historic maps and aerial photographs. Collect primary and secondary source materials from libraries, archives, and repositories, such as regional universities and colleges and state agencies such as TxDOT (including archives library), the Texas General Land Office, the Texas

c) Natural Resources Information System, Texas Archeological Research Laboratory, and the THC. Materials gathered will concentrate on answering the questions posed in the investigative study research design.

Identify how field recordation data for surveyed resources and GIS data will be created and integrated with the THC’s Historic Sites Atlas. The Contracted Services Provider(s) shall use the CRSurveyor Collector cultural resource survey tool, which was developed by the National Park Service (NPS) and the National Alliance of Preservation Commissions (NAPC), to accurately capture location information and specific details about historic resources. All GIS data created must also be compatible with the NPS Cultural Resource Spatial Data Transfer Standards (issued January 2014); the CRSurveyor Collector uses the ESRI ArcGIS Online platform and automatically saves data into a structure that matches the NPS Cultural Resource Spatial Data Transfer Standards. Purchase of any necessary ArcGIS Online Licenses or Credits shall be the responsibility of the Contracted Services

Provider(s). Federal Geographic Data Committee compliant data set level metadata shall be submitted for each shapefile or feature class included. Use of the CRSurveyor Collector is strictly limited to work performed under any Contract resulting from this RFQ; use of CRSurveyor Collector for other work without the permission of NAPC is prohibited. For more information about the CRSurveyor Collector, please see the CRSurveyor Collector NAPC User Field Guide (Exhibit F).

The draft fieldwork methodology shall address how the Contracted Services Provider(s) will conduct field investigations, which shall document historic-age properties, with the following notes:

- Bridges—Road and railroad bridges, overpasses, underpasses, and culverts may be excluded from field investigation and documentation unless they are important features of a potential historic district.
- a) Post-War Residential Neighborhoods—Neighborhoods developed after 1945 and containing ten (10) or more historic-age residential properties, should be documented and evaluated collectively as a potential historic district by providing a general description of the neighborhood’s history, design, setting, building forms, architectural styles, a map of the neighborhood boundary, and photographs of a representative sample of the historic-age properties. Important non-residential properties within the neighborhood, such as schools, churches, parks, or commercial buildings, should be photographed and recorded as part of the representative sample.
- b) Mobile and Manufactured Homes—Individual mobile and manufactured homes may be excluded from field investigation and documentation unless they are part of a development with ten (10) or more historic-age mobile or manufactured homes, in which case they should be documented collectively as a post-war residential neighborhood.
- c) Irrigation and Drainage Districts—Historic-age irrigation, drainage, and other water improvement districts may be documented as a single system by providing a general description of the system’s history and function, a map of the system showing major features, and photographs of a representative sample of the historic-age features.
- d) Linear Transportation Corridors—Historic-age linear transportation corridors, including roads, highways, railroads, and former transportation rights-of-way, may be excluded from field investigation and documentation unless they are important features of a potential historic district.
- e)

The public involvement plan shall identify potential interested parties in the county and outline efforts to involve them in the research and review of the historic resources survey. These parties may include, but are not limited to, the county historical commission (CHC), certified local government (CLG) staff, local and statewide historic preservation organizations, and local history museums, libraries, or repositories. The public involvement plan shall incorporate at least two (2) stakeholder meetings held within the county to be surveyed. The public involvement plan shall identify the location of the first stakeholder meeting and propose one (1) primary and one (1) alternate date and time; the date of the second stakeholder meeting will be dependent on the completion of the survey fieldwork. The Contracted Service Provider(s) shall ensure the availability of the proposed location for the primary and alternate times. The first stakeholder meeting shall be led by the Contracted Service Provider(s) who will provide information on the purpose and goals of the historic resource survey, the research design, the preliminary fieldwork methodology, the draft historic context, and the draft geographic survey scope. The first stakeholder meeting shall provide an opportunity for the stakeholders to express their views on the historic resources survey. The Contracted Service Provider(s) shall be prepared to collect information that the stakeholders might bring to the meeting, by means of scanning, copying, or photographing. The second stakeholder meeting shall be led by the Contracted Service Provider(s) who will provide information on the results of the historic resources survey report, including the historic context, fieldwork, and evaluations. The second stakeholder meeting shall provide an opportunity for the stakeholders to express their views on the historic resources survey.

The Contracted Services Provider(s) shall consult with the COUNTY during the development of the deliverable for this task, including seeking COUNTY comments on questions, data gaps, and/or requests for clarification.

The Contracted Services Provider(s) shall submit the Task 1 deliverable—the investigative study research design, draft fieldwork methodology, and draft public involvement plan—in both Adobe PDF and Microsoft Word document file formats on one (1) compact disc in a jewel case or on one (1) compact flash drive, and two (2) hard copies to the COUNTY Project Manager. The deliverable for this task is due upon COUNTY's request or sixty (60) days after the start date of any Contract(s) awarded as a result of this RFQ. The Contracted Services Provider(s) is/are responsible for quality assurance and quality control of the deliverable before it is submitted to the COUNTY for review. The Contracted Services Provider(s) shall allow COUNTY a minimum of fifteen (15) calendar days to review and comment on the draft deliverable for this task before acceptance. Based on COUNTY's review of the deliverable, COUNTY may require additional consultation and revision of the deliverable before its acceptance.

Task 3: Draft Historic Context Report, Draft Countywide Survey Plan, Draft Geographic Survey Scope, and Final Public Involvement Plan

Upon COUNTY review and acceptance of the Task 1 deliverable, the Contracted Services Provider(s) shall develop a draft historic context report specific to the county, a draft countywide survey plan, a draft geographic survey scope recommendation, and a final public involvement plan. The Contracted Services Provider(s) shall consult with the COUNTY during the development of the deliverable for this task.

A historic context report shall be understood as a narrative that includes information based on cultural themes, specific chronological periods, and a defined geographic area. It describes the broad patterns of community development, considering history, architecture, archeology, engineering, and culture, and identifies specific resource types (buildings, structures, sites, objects, and/or districts) that represent those patterns. A cultural theme is considered significant if it can be demonstrated, through scholarly research, to be important to the development of a resource. A historic context is a vital planning tool that provides direction for identifying and evaluating significant historic resources. Historic contexts can help define the focus of planning priorities, goals, and strategies. A historic context serves as the framework within which the National Register Criteria are applied to specific properties or property types. Decisions concerning the significance, historic integrity, documentation, and treatment of properties can be made reliably only when the resource is evaluated within its historic context. See the National Park Service's *National Register Bulletin 15: How to Apply the National Register Criteria for Evaluation* for further discussion.

The Period(s) of Significance (POS) and the Area(s) of Significance (AOS) must be clearly identified in the historic context. POS refers to the span of time during which significant events and activities occurred in the geographic area. The POS should not automatically end 45–50 years before the present. Events and associations with historic properties are finite; most properties have a clearly definable POS. AOS refers to one or more categories of prehistory or history under which the potential historic significance of each historic-age property is evaluated. Each geographic area may have multiple POS and AOS. Each historic context and geographic area may have different POS and AOS. A specific historic property may have a different POS and AOS from the broader context POS and AOS. Each theme in the historic context and each historic property must have a POS. See the National Park Service's *National Register Bulletin 39: Researching a Historic Property* for further discussion.

Based on the appropriate historic context, including the identified POS and AOS, the Contracted Service Provider(s) shall develop a draft countywide survey plan and draft geographic survey scope recommending specific communities, locations, areas, and/or themes in which to conduct the initial phase of field investigations. The draft geographic scope shall provide the “best value” to the state for the Contract. Priority should be given based on the likely level of significance of historic resources and the likely concentration of historic resources. The identified geographic scope shall be of reasonable scale that completion of a windshield-level field investigation by the Contracted Service Provider(s) is feasible

before the end of the Contract period and within the Contract budget. The draft geographic survey scope shall also propose how future phases of field investigations covering the remainder of the county should be organized.

After addressing any COUNTY comments regarding the Task 1 deliverable of the draft public involvement plan, the Contracted Services Provider(s) shall submit the final public involvement plan.

The Contracted Services Provider(s) shall submit the Task 2 deliverable—the draft historic context report, draft countywide survey plan, draft geographic survey scope, and final public involvement plan—in both Adobe PDF and Microsoft Word document file formats on one (1) compact disc in a jewel case or on one (1) compact flash drive, and two (2) hard copies to the COUNTY Project Manager. The deliverable for this task is due upon COUNTY's request or 180 days after the start date of any Contract(s) awarded as a result of this RFQ. The Contracted Services Provider(s) is/are responsible for quality assurance and quality control of the deliverable before it is submitted to the COUNTY for review. The Contracted Services Provider(s) shall allow COUNTY a minimum of thirty (30) calendar days to review and comment on the draft deliverable for this task before acceptance. Based on COUNTY's review of the deliverable, COUNTY may require additional consultation and revision of the deliverable before its acceptance.

Task 4: First Stakeholder Meeting, Final Geographic Survey Scope, and Final Fieldwork Methodology
Upon COUNTY review and acceptance of the Task 2 deliverable, the Contracted Service Provider(s) shall lead the first stakeholder meeting, develop the final fieldwork methodology, and develop the final geographic survey scope.

The Contracted Services Provider(s) shall lead at least one (1) stakeholder meeting, as described in the public involvement plan, prior to conducting the survey fieldwork. As a deliverable, the Contracted Services Provider(s) shall submit a copy of the stakeholder meeting agenda, a copy of the meeting sign-in sheet, copies of any materials presented or displayed at the meeting, copies or summaries of any comments received, copies of any information collected at the meeting, and a memorandum briefly describing the meeting and how the views and comments of the stakeholders have been taken into account.

After addressing any COUNTY comments regarding the Task 2 deliverable of the draft geographic survey scope, the Contracted Services Provider(s) shall submit the final geographic survey scope in which to conduct the initial phase of field investigations.

After addressing any COUNTY comments regarding the Task 1 deliverable of the draft fieldwork methodology, and taking into account any relevant comments from other stakeholders, the Contracted Services Provider(s) shall submit the final fieldwork methodology. The final fieldwork methodology shall estimate the number of historic-age properties and the range of property types likely to be included in the initial phase of field investigations within the geographic survey scope.

The Contracted Services Provider(s) shall submit the Task 3 deliverable—the first stakeholder meeting documentation, the final geographic survey scope, and the final fieldwork methodology—in both Adobe PDF and Microsoft Word document file formats via DropBox or on one (1) compact flash drive, and two (2) hard copies to the COUNTY Project Manager. The deliverable for this task are due upon COUNTY's request or 240 days after the start date of any Contract(s) awarded as a result of this RFQ. The Contracted Services Provider(s) is/are responsible for quality assurance and quality control of the deliverable before it is submitted to the COUNTY for review. The Contracted Services Provider(s) shall allow COUNTY a minimum of thirty (30) calendar days to review and comment on the draft deliverable for this task before acceptance. Based on COUNTY's review of the deliverable, COUNTY may require additional consultation and revision of the deliverable before its acceptance.

Task 5: Draft Historic Resources Survey Report and Historic Preservation Plan

Upon COUNTY review and approval of the Task 4 deliverable, the Contract Services Provider(s) shall complete a windshield-level survey of the area(s) identified in the final geographic survey scope. The survey shall apply the appropriate historic contexts and implement the final fieldwork methodology.

To the extent possible, the Contracted Services Provider(s) shall document historic properties on private land from the public rights-of-way only. Documentation shall include field forms created using the “Details” sub-tables in the CRSurveyor Collector cultural resource survey tool to that record salient historic significance, physical features, and historic integrity of each historic-age property surveyed, as well as digital photographs of each historic-age property surveyed and their surrounding context.

The focus of the fieldwork shall be to determine and field verify whether the historic-age resources are eligible for listing in the NRHP or to make recommendations for further evaluation in the future to finalize such determination. Any recommended further evaluation is not a part of this RFQ and will not be a part of any awarded Contract(s). The historic resources survey shall result in a report that applies the evaluation methodology in narrative format with a survey form for each surveyed property, GIS data collected using the CRSurveyor Collector cultural resource survey tool, and a Microsoft Access-compatible database containing all data from the CRSurveyor Collector. The historic resources survey report shall also include appropriate graphics, such as maps and historic photographs, to illustrate the history, condition, and development of the surveyed properties. The historic resources survey report shall adhere to the windshield-level historic resources survey report standards (Exhibit E).

The Contract Services Provider(s) shall develop a Historic Preservation Plan (HPP). As a county that has experienced multiple natural disasters and a major plant explosion in recent years, Jefferson County urgently needs to develop a county-wide historic preservation plan to identify goals, strategies, and action items to help preserve the County’s irreplaceable historic resources in urban, suburban, and rural settings. With the focus on the economic advantages and cost benefits of historic preservation, the project will place a heavy emphasis on public involvement and participation and will mark the beginning of an effort to foster greater interest in preservation and coordinate such activities on a County-wide basis. The preservation plan is a particularly cost-effective approach for all parties because it will provide the basic tools, approaches, and data sets that each community will subsequently be able to refine and customize to meet their unique needs and situations. Development of the HPP should include:

- a) Develop a vision statement and guiding principles in cooperation with the stakeholder committee.
- b) Develop maps illustrating existing Historic Resources, Potential Historic Resources, and future resources which could be important in the next five to ten years. In addition, a comprehensive map listing all structures that were evaluated during this plan should be developed.
- c) A prioritized list of goals, along with an implementation timeline, likely to include such topics as:
 1. Public outreach and communication strategies.
 2. Financial and economic incentives.
 3. Toolkits for property owners, businesses, and tenants.
 4. Public policies to promote historic preservation.
 5. Strategies for public-private cooperation to create historic preservation awareness and education.
 6. Strategies to guide rehabilitation of historic properties with energy efficient or clean-energy technology.
 7. Identify goals and strategies to address disaster and emergency preparedness.
 8. Identify goals and strategies to plan toward improved mapping, care, preservation, and maintenance of existing and potential archeological resources.
- d) Review the Texas Antiquities Code, and provide general guidance on its applicability.

- e) Identify the benefits of historic preservation in neighborhood stabilization efforts, acknowledging the challenges and opportunities in revitalizing historic neighborhoods.
- f) Conduct archival, Sanborn map, genealogical, and other research work as well as analysis and assessment of current demographics, physical conditions, and land use.
- g) Prepare and compile maps, diagrams, charts, and contextual photos.
- h) Identify and catalog buildings, architectural styles, sites, and districts of historical, architectural, archaeological, or cultural value, along with statements of fact that verify their significance.
- i) Identify outside funding sources that are available for historic preservation efforts.
- j) Maintain and update an inventory of Historic Resources.
- k) Develop a list of Potential Historic Resources.
- l) Assist in developing an interactive webpage to allow public input and participation to further identify additional Potential Historic Resources by noting addresses or posting images. A cursory evaluation of these structures will need to be conducted to ensure that unique architecture, development patterns, etc., are not overlooked as potential candidates for future historic designations.
- m) Provide a list of pre-1960 structures recommended for inclusion on the list of Potential Historic Resources. Develop priorities to identify, review, and evaluate structures or properties for future consideration as Potential Historic Resources.
- n) Conduct an inclusive and transparent public outreach campaign that utilizes innovative tools and highly engaging community events. At least one (1) public outreach meeting must be held in each County Commissioner precinct, with the Vendor setting up and conducting the meetings with the assistance of Jefferson County HPO and JCHC members. The meetings will allow the Vendor and JCHC to collect feedback about how to identify project goals, priorities, and action items and to develop steps to integrate preservation into overall planning, land-use, and development strategies. Provide status updates to the Jefferson County Historical Commission throughout the process at key milestones and present final recommendations.
- o) Hold a workshop with the Commissioner's Court to present draft Historic Preservation Plan.
- p) Present final recommendations to Commissioner's Court.

The Contracted Services Provider(s) shall submit the Task 5 deliverable—the draft historic resources survey report and draft Historic Preservation Plan, including all graphics, field survey forms, GIS data, and database files in Microsoft Word, Adobe PDF, Adobe Access-compatible, and ESRI ArcGIS Pro-compatible file formats, as appropriate—on one (1) compact disc in a jewel case or on one (1) compact flash drive, and two (2) hard copies to the COUNTY Project Manager. The deliverable for this task are due no later than July 30, 2022. The Contracted Services Provider(s) is/are responsible for quality assurance and quality control of the deliverable before it is submitted to the COUNTY for review. The Contracted Services Provider(s) shall allow COUNTY a minimum of sixty (60) calendar days to review and comment on the draft deliverable for this task before acceptance. Based on COUNTY's review of the deliverable, COUNTY may require additional consultation and revision of the deliverable before its acceptance.

Task 6: Second Stakeholder Meeting, Final Historic Resources Survey Report, Final Historic Context Report and Final Historic Preservation Plan

Upon COUNTY review and approval of the Task 6 deliverable, the Contracted Services Provider(s) shall submit the final historic resources survey report and final historic context report that addresses all comments from COUNTY from all previous tasks.

Upon COUNTY review and approval of the Task 5 deliverable, the Contracted Services Provider(s) shall lead at least one (1) stakeholder meeting, as described in the public involvement plan, after conducting the survey fieldwork, to present the findings of the historic resources survey report. As a deliverable, the

Contracted Services Provider(s) shall submit a copy of the stakeholder meeting agenda, a copy of the meeting sign-in sheet, copies of any materials presented or displayed at the meeting, copies or summaries of any comments received, copies of any information collected at the meeting, and a memorandum briefly describing the meeting and how the views and comments of the stakeholders have been taken into account.

The Contracted Services Provider(s) shall consult with COUNTY during the development of the deliverable for this task. The Contracted Services Provider(s) shall submit a pre-final copy of this deliverable in Microsoft Word, Adobe PDF, Adobe Access-compatible, and ESRI ArcGIS Pro-compatible file formats, as appropriate, to the COUNTY Project Manager via email or other file transfer method and seek the COUNTY's review and acceptance. The pre-final deliverable for this task is due no later than September 1, 2022. The Contracted Services Provider(s) shall allow COUNTY a minimum of sixty (60) calendar days to review and comment on the pre-final deliverable. Based on COUNTY's review of the pre-final deliverable, COUNTY may require additional consultation and revision of the deliverable before its acceptance.

Upon COUNTY review and acceptance of the pre-final Task 6 deliverable, the Contracted Services Provider(s) shall deliver the final Task 6 deliverable—the second stakeholder meeting documentation, the final Historic Preservation Plan, and the final historic resources survey report, containing the final historic context report and including all graphics, field survey forms, GIS data, and database files in Microsoft Word, Adobe PDF, Adobe Access-compatible, and ESRI ArcGIS Pro-compatible file formats, as appropriate—on three (3) compact discs in jewel cases or three (3) compact flash drives, and three (3) hard copies contained in individual three-ring binders to the COUNTY Project Manager. The final Task 6 deliverable shall address any COUNTY comments concerning the pre-final Task 6 deliverable. The Contracted Services Provider(s) shall also offer a copy of the final historic resources survey report to the CHC; the CHC may choose to receive a hardcopy, a digital copy, or both. The final deliverable for this task are due within sixty (60) days of receiving acceptance of the pre-final deliverable or by January 31, 2023, whichever occurs first.

PERFORMANCE TRACKING AND REPORTING

COUNTY will monitor the performance of the Contract(s) awarded as a result of this RFQ. All services under the Contract(s) shall be performed at an acceptable quality level and in a manner consistent with industry standards, customs, and practices as acceptable to COUNTY, and in a manner consistent with applicable professional guidelines. All deliverables will be submitted in accordance with the Contract(s) timeline agreed upon at signing.

During the course of the Contract(s) awarded as a result of this RFQ, the Contracted Services Provider(s) shall provide COUNTY with regular reports. These reports shall be a maximum of one (1) page and include a brief narrative of the work performed over the previous quarter and a table showing the number of resources surveyed during the previous quarter and overall. These reports shall be submitted to the COUNTY Project Manager quarterly, due the end of February, May, August, and November of each year, for the life of the Contract(s).

SUB-CONSULTANTS (IF APPLICABLE)

Sub-consultants may be needed to provide specialized services related to the project and can be engaged with the prior review of qualifications and approval of the COUNTY. The Respondent(s) must provide statements from each of its sub-consultants, signed by an individual authorized to legally obligate each sub-consultant, attesting to the fact that it will provide services as represented in the RFQ. Sub-consultants may be required to submit ownership information similar to that required of the Respondent(s). The Respondent(s) must disclose, at COUNTY's request, any information regarding sub-consultants.

Sub-consultants providing commodities/services under the Contact(s) shall meet the same requirements and level of experience as required of the Respondent(s). No subcontract under the Contract(s) shall relieve the Respondent(s) of responsibility for ensuring the requested commodities/services are provided.

Note: The Historically Underutilized Business (HUB) Subcontracting Plan (HSP), as required by the Texas Government Code, § 2161, and by Title 34, §§ 20.10–20.28 of the Texas Administrative Code, must be submitted or your Submittal will be disqualified. COUNTY will offer a pre-submittal review of HSPs. Please see the Schedule of Events for the submittal date for this review. Upon submittal of response, all HSPs will be reviewed for responsiveness.

REQUIREMENTS OF THE HURRICANES HARVEY, IRMA, AND MARIA EMERGENCY SUPPLEMENTAL HISTORIC PRESERVATION FUND GRANT

Any Contract(s) resulting from this RFQ are made possible through grant support from the Emergency Supplemental Historic Preservation Fund (ESHPPF) of the National Park Service (NPS), U.S. Department of Interior, related to the consequences of Hurricanes Harvey, Irma, and Maria.

- The Contracted Services Provider(s) must include acknowledgment of grant support from the ESHPPF of the NPS, Department of Interior, in all deliverables, press, and publications concerning
- a) NPS grant-supported activities.
 - b) Any Contract(s) resulting from this RFQ are subject to the terms of the Grant Agreement (P19AP00014) Between the United States Department of Interior National Park Service and Texas Historical Commission, dated March 25, 2019. A copy of this Grant Agreement is included in Exhibit G of this RFQ.
 - c) COUNTY will furnish NPS with one (1) digital copy of any deliverable/publication produced under any Contract(s) resulting from this RFQ.
 - d) NPS shall have a royalty-free right to republish any materials produced under any Contract(s) resulting from this RFQ. All photos included as part of the interim and final reporting, deliverables, and/or publication will be considered released to the NPS for future official use. Photographer, date and caption should be identified on each photo, so NPS may provide proper credit for use.
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PART III

SUBMITTAL INFORMATION

SCHEDULE OF EVENTS

The solicitation process for this RFQ will proceed according to the following proposed schedule. The schedule listed is for planning purposes only and is subject to change.

EVENT	DATE
• Issue RFQ / ESBD posting date	September 8, 2020
• Deadline for submission of questions in writing	September 30, 2020
• Official response to questions posted on ESBD	October 7, 2020
• Deadline for submission of Submittals (<i>Late responses will not be considered</i>)	November 4, 2020 at 11:00 AM CT
• RFQ Public Bid Opening (Only names and addresses will be read out loud)	November 4, 2020 at 11:01AM
• RFQ evaluations	November 12, 2020
• Expected award of Contract(s)	November 17, 2020
• Expected Contract(s) start date	December 1, 2020
• Submission of Task 1 Deliverable (Project Management Plan and Kickoff Meeting between COUNTY and successful Respondent(s))	December 15, 2020
• Submission of Task 2 Deliverable (Investigative Study Research Design, Draft Fieldwork Methodology, and Draft Public Involvement Plan)	February 1, 2021 (<i>60 days after Contract start date</i>)
• Submission of Task 3 Deliverable (Draft Historic Context Report, Draft Countywide Survey Plan, Draft Geographic Survey Scope, and Final Public Involvement Plan)	June 1, 2021 (<i>180 days after Contract start date</i>)
• Submission of Task 4 Deliverable (First Stakeholder Meeting, Final Geographic Survey Scope, and Final Fieldwork Methodology)	July 29, 2021 (<i>240 days after Contract start date</i>)
• Submission of Task 5 Deliverable (Draft Historic Resources Survey Report and Draft Historic Preservation Plan)	December 1, 2022
• Submission of Task 6 Deliverable (Second Stakeholder Meeting, Final Historic Resources Survey Report, Final Historic Context Report, and Final Historic Preservation Plan)	January 30, 2023

REVISIONS TO SCHEDULE

COUNTY reserves the right to change the dates in the schedule of events above (during the RFQ solicitation) through a posting on the Electronic State Business Daily (ESBD) as an Addendum. It is the responsibility of interested parties to periodically check the ESBD for updates to the RFQ prior to submitting a Submittal. The Respondent's failure to periodically check the ESBD will in no way release the selected Contractor(s) from the requirements of "addenda or additional information," nor will any resulting additional costs to meet the requirements be allowed after the award(s).

SUBMITTAL REQUIREMENTS

All responses must contain documentation of the required elements in the sequence listed below. Submittals that do not follow these criteria may be considered non-responsive. The Submittal should be concise, complete, and include the following:

Submission: Respondents shall submit one (1) signed original Signature Page and one (1) signed original each of Exhibits A–E. Respondents shall also submit one (1) original and three (3) additional hardcopies of the complete Submittal containing all information required in Sections 3.4 and 3.5. Submittal pages should be numbered and contain an organized, paginated table of contents corresponding to the section and pages of the Submittal.

- a) Costs: The COUNTY will not reimburse the Respondent for any cost related to their Submittal. The Respondent is responsible for any expense related to the preparation and submission of their Submittal.
- b) Contents: Listed below is a summary of all information to be included in a Submittal in response to this RFQ. COUNTY reserves the right, in its sole judgment and discretion, to waive minor technicalities and errors in the best interest of the state.
- c)
- d)
 - 1) Respondent Information: Include the following related to the responding business entity:
 - formal name and all assumed names used by the business entity;
 - structure of business entity (i.e. sole proprietorship, partnership, corporation, etc.);
 - state in which business entity was formed or incorporated;
 - physical address and mailing address;
 - principal place of business;
 - whether, and to what extent, Respondent has established a physical presence in the State of Texas, including relevant timeframes; and,
 - name, title, address, telephone number, facsimile number, and e-mail address of Respondent’s primary contact.
 - 2) Include a letter from any subcontractor proposed for the work in which the subcontractor agrees to work on the team. The letter should be on the subcontractor’s letterhead and explicitly acknowledge that the team member: (1) agrees to the teaming arrangement; (2) is aware of, and agrees to, the specified rate structure; (3) is aware of, and agrees to, the terms of this RFQ; and, (4) is aware of, and agrees that, the team member has no conflict of interest. The letter must be included in the Submittal, not mailed under separate cover.
 - 3) The Respondent must provide evidence of financial responsibility and stability for performance of the requirements/services for which a Submittal is submitted. In addition, the Respondent must disclose the source of any outside financial resources that will be utilized by the Respondent to enable it to perform any Contract awarded pursuant to the RFQ. If requested by COUNTY, Respondent must provide copies of documents to show the financial capability to demonstrate financial solvency, and to verify the capacity to fulfill the requirements of this RFQ. The documents may include, but are not limited to, the Respondent’s most recent audited financial statement. COUNTY reserves the right to require any additional information necessary to determine the financial integrity and responsibility of a Respondent and to reject a response on the grounds of the Respondent’s financial soundness.
 - 4) Exhibit A—Execution of Submittal: Failure to sign and return the Execution of Submittal will result in rejection of the Submittal.
 - 5) Exhibit B—Conflict of Interest/Disclosure Statement/Certification Regarding Public Nature of the Offer
 - 6) Exhibit C—Certification Regarding Lobbying
 - 7) Exhibit D—RFQ Submittal Requirements Checklist
 - 8) HUB Subcontracting Plan: Completion and submission is required.

Proposed Services: With respect to each of the services outlined in Part II above, provide the information requested below:

ELEMENTS OF SUBMITTAL

In addition to the Submittal Requirements (see Section 3.4 above), provide the information requested below with respect to each of the services outlined in Part II above.

Scope

Respondent's Submittal shall indicate for which county or counties they are seeking a Contract and provide a rough estimate of the number of historic-age resources to be surveyed in the county.

Methodology

An outline or narrative of the Respondent's process to implement the requirements of the RFQ Scope of Work.

Qualifications

Provide a firm organizational chart identifying key personnel that will be assigned to this project, including key personnel of any sub-consultants.

Provide a resume or curriculum vitae for each member of the project team, including any sub-consultants.

- a) Provide documentation that key personnel meet the Secretary of the Interior's Professional
- b) Qualifications Standards in history or architectural history. Include relevant experience with historic
- c) resources surveys.

Comparable Project Experience

Provide evidence of previous experience with similar projects including: narrative, graphic, and other relevant documentation of at least three (3) relevant projects completed within the past five (5) years demonstrating proficiency in this project type. For each project, provide the following baseline information: name of client, project location, project size, project cost, project completion date, and names of any sub-consultants. Describe the ways in which each project is similar to this COUNTY project. Experience performing historic resources surveys of large geographic areas, with numerous historic-age resources, and in rural and small-town settings is preferred.

- a) Provide any similar documents prepared for other projects as a sample for COUNTY review.
- b) References: The Evaluation Committee, at their discretion, may contact references provided in the
- c) Submittal for consideration. This will supplement information submitted for the criteria above. Please ensure that all contact information is accurate and current. Provide client contact information, including contact name, address, telephone number, and email address, for the example projects listed in Section 3.5.4(a) above.

INQUIRIES

- b) All inquiries shall be submitted in writing to Deborah Clark, at syphrett@co.jefferson.tx.us by 5:00PM Central Time, on **September 7, 2020**, as specified in the Schedule of Events at Section 3.1 above.

- c) All inquiries will result in written responses posted to the ESBD www.txsmartbuy.com/sp. If a Respondent does not have internet access, a copy of all written responses may be obtained through the point of contact listed above.

- d) Except as otherwise provided in this section, upon issuance of this RFQ, other employees and representatives of COUNTY will not answer questions or otherwise discuss the contents of the RFQ with any potential Respondent or its representatives. Failure to observe this restriction may result in disqualifications of any subsequent response. This restriction does not preclude discussions unrelated to this RFQ.

If Respondent takes any exceptions to any provisions of this RFQ, these exceptions must be specifically and clearly identified by section in Respondent's Submittal in response to this RFQ and Respondent's proposed alternative must also be provided in the Submittal. Respondents cannot take a "blanket exception" to this entire RFQ. If any Respondent takes a "blanket exception" to this entire RFQ or does not provide proposed alternative language, the Respondent's Submittal may be disqualified from further consideration. Any exception may result in the Contract not being awarded to the Respondent.

SUBMISSION DEADLINES

All Submittals shall be received, and time stamped at COUNTY prior to 11:00 AM Central Time on November 4, 2020, as specified in the Schedule of Events at Section 3.1 above. **Late submittals will not be accepted.**

- a) Submittals should be placed in a separate envelope or package and correctly identified with the RFQ number and submittal deadline/RFQ opening date and time. It is Respondent's responsibility to appropriately mark and deliver the Submittal to COUNTY by the specified date. A U.S. Postal Service (USPS) postmark or round validation stamp; a mail receipt with the date of mailing, stamped by the USPS; a dated shipping label, invoice or receipt from a commercial carrier; or, any other documentation in lieu of the on-site time stamp WILL NOT be accepted.

Telephone, facsimile, and email Submittals will not be accepted.

Receipt of all addenda to this RFQ should be acknowledged by returning a signed copy of each addendum with the Submittal.

- c) COUNTY will not consider any submittal that bears a copyright. As a state agency, COUNTY will strictly adhere to the requirements of the Texas Government Code, § 552 (the "Texas Public Information Act") regarding the disclosure of public information. As a result, by participating in this solicitation process Respondent acknowledges that all information, documentation, and other materials submitted in response to this solicitation may be subject to public disclosure under the Texas Public Information Act. COUNTY does not have authority to agree that any information submitted will not be subject to disclosure. Disclosure is governed by the Texas Public Information Act. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this process and to take precautions to safeguard trade secrets and proprietary or otherwise confidential information. COUNTY assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Respondents. If it is necessary for Respondent to include trade secrets or proprietary or otherwise confidential information in its submittal, Respondent must clearly mark in bold red letters the term "**CONFIDENTIAL**" using at least **14-point font**, on that specific part or page of the submittal which Respondent believes to be confidential. All submittals and parts of submittals that are not marked confidential will be automatically considered to be public information. If COUNTY receives a public information request seeking information marked by Respondent as confidential, Respondent will receive notice of the request as required by the Texas Public Information Act. If COUNTY receives a public information request for submittals and parts of submittals that are not marked confidential, the information will be disclosed to the public as required by the Texas Public Information Act.

DELIVERY OF SUBMITTALS

Submittals shall be delivered to COUNTY by one of the following methods:

U.S. Postal Service	Overnight/Express Mail/Hand Delivery
Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, TX 77701	Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, TX 77701 <i>Hours: 8:00AM to 5:00PM CT</i>

SUBMITTAL OPENING

Submittals will be opened at the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, TX 77701.

The COUNTY reserves the right to reject any or all Submittals and to waive any or all informalities in connection therewith. All Submittals become the property of COUNTY after the RFQ submittal deadline/opening date. The Submittals and accompanying documentation will not be returned.

Per Texas Government Code, § 2269.154, COUNTY shall receive, publicly open, and announce information as required. COUNTY will also award this RFQ per all requirements of the Texas Government Code.

Submittals shall constitute an offer for a period of ninety (90) days, or until selection is made by COUNTY, whichever occurs earlier.

f)

EVALUATION AND AWARD

g) It is the intent of COUNTY to award a Contract or Contracts to the Respondent(s) who is/are the “most qualified” for the services solicited in this RFQ.

COUNTY anticipates awarding separate Contracts for each county listed above. Respondents may seek a single Contract for a single county, or multiple Contracts for multiple counties. For each

a) Contract awarded COUNTY shall select the Respondent that provides the “Best Value” for the State. COUNTY reserves the right, in its sole discretion, to offer a Contract to a qualified

b) Respondent for a specific county listed above if it is in the best interest of COUNTY or the State to do so.

The Evaluation Committee will select the best qualified Respondent(s). Following this selection, negotiations will begin with the selected firm(s) to arrive at a mutual understanding of the detailed scope of services and determine a fair and reasonable fee structure. Should the selected firm(s) and the COUNTY fail to arrive at a mutually acceptable agreement, the project will then be offered to the next highest ranked (qualified) Respondent(s).

c)

All Submittals must be complete and convey all of the information requested in order to be considered responsive. If the submittal fails to conform to the essential requirements of the RFQ, the COUNTY alone will determine whether the variance is significant enough to consider the submittal non-responsive and thus disqualify the Respondent from further consideration. Under Texas Government Code, § 2157.074, COUNTY shall select the applicant that provides the “Best Value” for the State.

d)

Jefferson County reserves the right to reject any and all Submittals, with or without cause, to waive any or all formalities, or to enter into separate negotiations with any Respondent. The COUNTY is not bound to award a Contract based upon the information submitted. COUNTY reserves the right to award to multiple Respondents.

e)

f)

COUNTY reserves the right to award Contract(s) without any negotiations and reserves the right to not make awards.

g)

Respondents shall carefully read the information contained in the following criteria and submit a complete response to all questions in this Section. Incomplete Submittals may be considered non-responsive and subject to rejection. The Evaluation Committee will determine best value by applying the following criteria and assigned weighted values:

Criteria	Weight
Proposed Project Methodology	25%
Qualifications of Professional Staff	50%
Senior Professional Historian	(30%)
Other Professional Staff	(20%)
Comparable Project Experience	25%
TOTAL	100%

1) Criterion One: Proposed Project Methodology (25%)

In the Proposed Project Methodology portion of the Submittal, address how your firm will implement the requirements of the RFQ Scope of Work (refer to Section 3.5). Submittals will be scored based on how well the proposed methodology will accomplish the goals of the project and address agency needs.

2) Criterion Two: Qualifications of Professional Staff (50%)

Provide a firm organizational chart and resume for each member of the project team, including any sub-consultants (refer to Sections 3.5). Provide documentation that key personnel meet the Secretary of the Interior's Professional Qualifications Standards in history or architectural history. By submitting this information, you are certifying that the staff named will be assigned to the project. No staff substitutions will be permitted without advance approval from the COUNTY.

3) Criterion Three: Comparable Project Experience (25%)

In determining the "best value," COUNTY shall consider the following factors:

- Compliance with the stated specifications, coupled with the quality and reliability of the services, such as fitness for use that meets or exceeds Customer expectation, and the characteristics of the services that bear on its ability to meet the stated/implicit need;
- Delivery time frame from receipt of purchase order (after receipt of order);
- Indicators of probable performance under the Contract, including: past vendor performance, financial resources, ability to perform, experience or demonstrated capability and responsibility, references, and the Respondent's ability to provide reliable maintenance agreements and support; and,
- Other relevant factors, such as the Respondent's anticipated economic impact to the state or a subdivision of the state, including potential tax revenue and employment, the effect of a purchase on agency productivity, and the cost of any employee training associated with the Contract.

- h) COUNTY may, at its discretion, elect to have Respondents provide oral presentations and respond to inquiries from the Evaluation Committee related to their Submittals.
- i) Points may be deducted based upon internal evaluations or other evidence of unsatisfactory past performance on COUNTY contracts with the Respondent or the Respondent's team. The Respondent(s) deemed to be the most qualified will be awarded a Contract.
- j) Post-Submittal Requirements: Professional liability insurance in a minimum amount of \$1,000,000 and other standard business insurance coverage, as may be required by the Contract and execution of an appropriate professional services Contract.

PAST PERFORMANCE

In accordance with Texas Government Code §§ 2155.074–2155.075, vendor performance may be used as a factor in the award. A Respondent's past performance will be measured based upon pass/fail criteria, in compliance with applicable provisions of Texas Government Code §§ 2155.074, 2155.075, 2156.007, 2157.003, and 2157.125. Respondents may fail this selection criteria for any of the following conditions:

- A score of less than A in the Vendor Performance System;
- Currently under a Corrective Action Plan through the Texas Comptroller of Public Accounts (CPA);
- Having repeated negative Vendor Performance Reports for the same reason; or,
- Having purchase orders that have been cancelled in the previous twelve (12) months for non-performance (i.e. late delivery, etc.).

Contractor performance information is located on the CPA web site at: www.txsmartbuy.com/vpts

COUNTY may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through the Vendor Performance Tracking System (as authorized by Title 34, § 20.115 of the Texas Administrative Code), COUNTY may examine other sources of vendor performance including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts. Any such investigations shall be at the sole discretion of COUNTY, and any negative findings, as determined by COUNTY, may result in non-award to the Respondent.

TIE BREAKERS

The following preferences are used in breaking tie proposals in accordance with current statutes: Texas Government Code §§ 2155.441, 2155.444, and 2156.010.

PART IV

CONTRACT GENERAL TERMS AND CONDITIONS

Any terms and conditions attached to a response will not be considered unless specifically referred to in this solicitation and may result in disqualification. Any Contract awarded as a result of this RFQ will contain the general terms and conditions listed below in this Section. Subcontractors are also obliged to comply with these provisions.

**CONTRACT TO PERFORM
BETWEEN
JEFFERSON COUNTY AND
CONTRACTOR NAME**

Contract No.

This agreement (“Contract”) is entered into by Jefferson County (COUNTY), a political subdivision of the State of Texas, and _____ (“Contractor”), located at _____.

1. RECITALS

Whereas, on _____, COUNTY issued a Request for Qualifications from qualified, independent firms to provide historic resource survey and historic preservation planning;

Whereas, Contractor submitted their Qualifications (Submittal) dated _____, in response to COUNTY’s RFQ; and,

Whereas, Contractor will be responsible for historic preservation professional services to conduct and produce historic resources surveys for selected geographic areas.

Now, therefore, the COUNTY and Contractor hereby agree as follows:

2. AUTHORITY

This Contract is entered into pursuant to Texas Government Code § 442.005.

3. SERVICES, STANDARDS OF PERFORMANCE, AND CONTRACT ADMINISTRATION

Attachments. The following documents constitute the Standards of Performance for this Contract. All of the following are attached to and incorporated as part of this Contract for all purposes:

1. Request for Qualifications, RFQ _____(Attachment A)
2. Contractor's submitted qualifications (Attachment B)

Order of Precedence. In the event of any conflicts or inconsistencies between this Contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents: this Contract prevails over all other documents, and Attachment A (COUNTY's RFQ) prevails over Attachment B (Contractor's submitted qualifications).

Contractor represents and warrants that it has the requisite qualifications, experience, personnel, and other resources to perform in the manner required by this Contract. COUNTY shall designate a Project Manager for this Contract. The Project Manager will serve as the point of contact between the COUNTY and Contractor. COUNTY's Project Manager shall supervise COUNTY's review of Contractor's technical work, deliverables, draft reports, the final report, payment requests, schedules, financial budget administration, and similar matters. The Project Manager does not have any express or implied authority to vary the terms of the Contract, amend the Contract in any way or waive strict performance of the terms, or conditions of the Contract.

4. FUNDING

The Parties acknowledge and agree that nothing in this agreement will be interpreted to create a future obligation or liability in excess of the funds currently appropriated to the agency by the Legislature of the State of Texas. In the event appropriated funds are not available to continue payments for work under this Contract, the COUNTY shall notify the Contractor as soon as reasonably possible, and COUNTY may terminate the Contract at that time or such other date as loss of appropriated funds may require. To the extent funds are available the Contractor shall be paid for work completed prior to the date of notice of termination. The COUNTY shall not be liable for any damages or any other amounts which are caused by or associated with such termination.

5. PERSONNEL

Contractor shall assign only qualified personnel to this Contract. On the date of COUNTY's execution of this Contract, COUNTY's project manager shall authorize the key personnel listed in Attachment A of this Contract to provide services under this Contract. Contractor, in its reasonable discretion, reserves the right to substitute appropriate key personnel to accomplish its duties so long as the substituted personnel are equally qualified and skilled in the tasks necessary to accomplish the tasks and services required. Contractor shall provide to COUNTY prior written notice and obtain written approval from COUNTY prior to any change in key personnel involved in providing services under this Contract.

Subcontractors providing services under the Contract shall meet the same requirements and level of experience as required of Contractor. No subcontract under the Contract shall relieve Contractor of responsibility for ensuring the requested services are provided. If Contractor uses a subcontractor for any or all of the work required, the following conditions shall apply:

- Contractors planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors;
- a) Subcontracting shall be solely at Contractor's expense;
- b) COUNTY retains the right to check subcontractor's background and approve or reject the use of submitted subcontractors; and,
- c) Contractor shall be the sole contact for COUNTY. Contractor shall list a designated point of contact for all COUNTY inquiries.

6. PAYMENTS

6.1 Contract Limit – Fees and Expenses.

Prior to authorizing payment to CONTRACTOR, COUNTY shall evaluate CONTRACTOR's performance using performance standards set forth in all documents constituting this Contract. CONTRACTOR shall provide invoices to COUNTY for Commodities/Services

- provided/performed. No payment whatsoever shall be made under this Contract without the prior submission of detailed, correct invoices. Subject to the foregoing, COUNTY must make all
- a) payments in accordance with the Texas Prompt Payment Act, Texas Government Code, § 2251. Payments under this Contract are subject to the availability of appropriated funds. CONTRACTOR acknowledges and agrees that payments for services provided under this Contract are contingent upon COUNTY's receipt of HIM-ESHPP grant funds from the Texas Historical Commission. The total amount of this Contract shall not exceed **\$249,913.00** and No/100 Dollars (\$249,913.00) payable in accordance with the breakdown in Exhibit D attached hereto and incorporated herein for all purposes.
 - b) Changes in the scope of services affecting the cost of services provided for in this Contract shall be approved by COUNTY by amendment to this Contract. No compensation will be allowed for work performed without such amendment.
 - c) It is the responsibility of the CONTRACTOR to pay for expenses incurred while traveling. Travel expenses are to be included in the final cost of the response.
 - d)

6.2 Payments to CONTRACTOR. CONTRACTOR shall submit itemized monthly or by milestone invoices for all services completed, delivered to and accepted by COUNTY, per the Contract requirements.

6.3 Payments to Subcontractor(s). For all services rendered, CONTRACTOR's payment to subcontractor(s) is due within ten (10) days after receipt of payment from the COUNTY and, when appropriate, COUNTY shall issue joint checks to the CONTRACTOR and subcontractor(s).

7. TERM AND TERMINATION

This Contract shall commence on December 1, 2020 or immediately thereafter, upon being signed by all parties, and shall terminate on January 31, 2023 unless otherwise sooner terminated as provided in this Contract.

At the sole option of the COUNTY, the Contract may be extended upon written agreement by both parties. Notwithstanding the termination or expiration of this Contract, the provisions of this Contract regarding confidentiality, indemnification, transition, records, right to audit and independent audit, property rights, dispute resolution, invoice and fees verification, and default shall survive the termination or expiration dates of this Contract.

Convenience

COUNTY reserves the right, in its sole discretion, to terminate the Contract, in whole or part, provided fourteen (14) calendar days has been given by the COUNTY to Contractor with written notice. Such notice may be provided by facsimile or certified mail return receipt requested and is effective upon Contractor's receipt. In the event of such termination, the Contractor shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon receipt of the notice of termination. COUNTY shall be liable only for payments for any goods or services ordered by the Contractor prior to the Contractor's receipt of the notice of termination.

Cause/Default

If the Contractor fails to provide the goods or services contracted for according to the provisions of the Contract, or fails to comply with any terms or conditions of the Contract, COUNTY may, upon written

notice of default to the Contractor, terminate all or any part of the Contract. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies as provided in equity, by law or under the Contract. COUNTY may exercise any other right, remedy, or privilege which may be available to it under applicable law of the state and any other applicable law or may proceed by appropriate court action to enforce the provisions of the Contract. The exercise of any of the foregoing remedies will not constitute a termination of the Contract unless COUNTY notifies the Contractor in writing prior to the exercise of such remedy. The Contractor shall be liable for all costs and expenses, including court costs and attorneys' fees, incurred by COUNTY with respect to the enforcement of any of the remedies listed herein.

Right upon Termination or Expiration

In the event that the Contract is terminated for any reason, or upon its expiration, the COUNTY and Customers shall retain ownership of all associated work products and documentation obtained from the Contractor under the Contract.

Survival of Terms

Termination of the Contract for any reason shall not release the Contractor from liability or obligation set forth in the Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination, including the provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution, invoice and fees verification.

8. CONFIDENTIALITY AND PUBLIC INFORMATION

Notwithstanding any provisions of this Contract to the contrary, Contractor understands that COUNTY will comply with the Texas Public Information Act, Texas Government Code, § 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. COUNTY agrees to notify Contractor in writing within a reasonable time from receipt of a request for information related to Contractor's work under this Contract. Contractor will cooperate with COUNTY in the production of documents responsive to the request. COUNTY will make a determination whether to submit a Public Information Act request to the Attorney General. Contractor will notify COUNTY's point of contact within twenty-four (24) hours of receipt of any third-party requests for information that was provided by the State of Texas for use in performing the Contract. This Contract and all data and other information generated or otherwise obtained in this performance may be subject to the Texas Public Information Act. Contractor agrees to maintain the confidentiality of information received from the State of Texas during the performance of this Contract, including information which discloses confidential personal information particularly, but not limited to, social security numbers.

9. INSURANCE AND OTHER SECURITY

Contractor represents and warrants that it will, within seven (7) business days of executing this agreement, provide COUNTY with current certificates of insurance or other proof acceptable to COUNTY of the following insurance coverage:

Workers' Compensation & Employers' Liability. Contractor must maintain Workers' Compensation insurance coverage in accordance with statutory limits:

Workers' Compensation: Statutory Limits

Employers' Liability: Each Accident \$1,000,000

Disease: Each Employee \$1,000,000

Disease: Policy Limit \$1,000,000

Commercial General Liability. Personal injury and advertising injury with, at a minimum, the following limits:

Bodily Injury and Property Damage: Each occurrence limit \$1,000,000
Aggregate Limit: \$2,000,000
Medical Expense: \$5,000 each person
Personal Injury and Advertising Liability: \$1,000,000
Products / Completed Operations Aggregate Limit: \$2,000,000
Damage to Premises Rented to You: \$50,000

Contractor represents and warrants that all coverages are with companies licensed in Texas, with “A” rating from A.M. Best Co., and authorized to provide the required coverages. Respondent also represents and warrants that all of the above policies and bonds contain endorsements prohibiting cancellation exception upon at least thirty (30) days prior written notice to COUNTY. Respondent must, within the time provided above, furnish proof to COUNTY of such coverage in the form of a Certificate of Insurance from Respondent’s insurance carrier or carriers indicating the above coverages. The Certificate shall be addressed to the Jefferson County as the Certificate holder. Contractor represents and warrants that it shall maintain the above insurance coverage during the term of this Contract, and shall provide COUNTY with an executed copy of the policies immediately upon request.

10. INDEMNIFICATION

Acts or Omissions

Contractor shall indemnify and hold harmless the State of Texas and COUNTY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, SUBCONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Contractor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. CONTRACTOR AND COUNTY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

a)

Infringements

Contractor shall indemnify and hold harmless the State of Texas and COUNTY, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade or service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF CONTRACTOR PURSUANT TO THIS CONTRACT. CONTRACTOR AND THE COUNTY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS’ FEES. THE DEFENSE SHALL BE COORDINATED BY COUNTY WITH THE OFFICE OF THE

b)

ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND COUNTY MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.
Contractor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product or service without Contractor’s

written approval, (iii) any modifications made to the product or service by the Contractor pursuant to COUNTY's specific instructions, (iv) any intellectual property right owned by or licensed to COUNTY, or (v) any use of the product or service by COUNTY that is not in conformity with the terms of any applicable license agreement.

- If Contractor becomes aware of an actual or potential claim, or COUNTY provides Contractor with notice of an actual or potential claim, Contractor may (or in the case of an injunction against COUNTY, shall), at Contractor's sole option and expense; (i) procure for the COUNTY the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that COUNTY's use is non-infringing.
- c)

Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity

- CONTRACTOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, CONTRACTOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF CONTRACTOR'S AND CONTRACTOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES OF THIS CONTRACT. CONTRACTOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE COUNTY AND/OR THE STATE OF TEXAS SHALL NOT BE LIABLE TO THE CONTRACTOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT OF ANOTHER GOVERNMENTAL ENTITY.
- a)
- b)
- CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. CONTRACTOR AND COUNTY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

11. DISPUTE RESOLUTION

The dispute resolution process provided for in Texas Government Code, § 2260 shall be used by COUNTY and Contractor to resolve any dispute arising under the Contract.

The dispute resolution process provided for in Chapter 2260 shall be used, as further described herein, to attempt to resolve a claim for breach of Contract asserted by the Contractor under the Contract. If the Contractor's claim for breach of Contract cannot be resolved by the Parties in the ordinary course of business, it shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, the Contractor shall submit a written notice, as required by Chapter 2260, to the Executive Director or his or her designee. The notice shall also be given to the individual identified in the Contract for receipt of notices. Compliance by the Contractor with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.

The contested case process provided in Chapter 2260 is the Contractor's sole and exclusive process for seeking a remedy for an alleged breach of Contract by the COUNTY if the Parties are unable to resolve their disputes as described above.

Compliance with the contested case process provided in Chapter 2260 is a condition precedent to seeking consent to sue from the Legislature under Chapter 107, Civil Practices and Remedies Code. Neither the execution of the Contract by the COUNTY nor any other conduct of any representative of the COUNTY relating to the Contract shall be considered a waiver of sovereign immunity to suit.

For all other specific breach of Contract claims or disputes under the Contract, the COUNTY and the Respondent shall first attempt to resolve them through direct discussions in a spirit of mutual cooperation. If the Parties' attempts to resolve their disagreements through negotiations fail, the dispute will be mediated by a mutually acceptable third party to be chosen by the COUNTY and the Contractor within fifteen (15) days after written notice by one of them demanding mediation under this Section. The Contractor shall pay all costs of the mediation unless the COUNTY, in its sole good faith discretion, approves its payment of all or part of such costs. By mutual agreement, the COUNTY and the Contractor may use a non-binding form of dispute resolution other than mediation. The purpose of this Section is to reasonably ensure that the COUNTY and the Contractor shall, in good faith, utilize mediation or another non-binding dispute resolution process before pursuing litigation. The COUNTY participation in, or the results of, any mediation or other non-binding dispute resolution process under this Section or the provisions of this Section shall not be construed as a waiver by the COUNTY of (1) any rights, privileges, defenses, remedies or immunities available to the COUNTY as an agency of the State of Texas or otherwise available to the COUNTY; (2) the COUNTY termination rights; or (3) other termination provisions or expiration dates of the Contract.

Notwithstanding any other provision of the Contract to the contract, unless otherwise requested or approved in writing by the COUNTY the Contractor shall continue performance and shall not be excused from performance during the period any breach of Contract claim or dispute is pending under either of the above processes; however, the Contractor may suspend performance during the pendency of such claim or dispute if the Contractor has complied with all provisions of Texas Government Code, § 2251.051, and such suspension of performance is expressly applicable and authorized under that law.

12. REPRESENTATIONS, WARRANTIES, AND GENERAL PROVISIONS

12.1 Family Code

Under Title 5, §231.006(d) of the Texas Family Code regarding child support, Respondent certifies that the individual or business entity named in the Submittal is not ineligible to receive the specified payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any Respondent subject to § 231.006 must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the Proposal. This information must be provided prior to award.

12.2 Eligibility

Under Texas Government Code, § 2155.004 (relating to certain taxes), Contractor represents and warrants that Contractor is not ineligible to receive this Contract and acknowledges that is Contract may be terminated any payment withheld if this representation and warranty is inaccurate. Contractor represents and warrants that it is not delinquent in the payment of any franchise taxes owed the State of Texas. Also, Texas Government Code, § 2155.004 prohibits a person or entity from receiving a state Contract if that person or entity received compensation for participating in preparing the solicitation or specifications for the Contract.

12.3 Liability for Taxes

Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Contractor or its employees. COUNTY shall not be liable for any taxes from this Contract.

12.4 Equal Employment Opportunity Practices

In accordance with the Texas Government Code, §§ 2161.181–182, state agencies shall make a good faith effort to utilize Historically Underutilized Businesses (HUB) in contracts for construction, services, including professional and consulting services and commodities contracts. The Texas Comptroller of Public Accounts (CPA) HUB Rules at Title 34, § 20.284 of the Texas Administrative Code, encourage the use of HUBs by implementing these policies through race-ethnic-and gender-neutral means.

The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the COUNTY projected goals:

- 3.8 percent for heavy construction other than building contracts,
- 1.2 percent for all building construction, including general contractors and operative builders' contracts,
- 14.5 percent for all special trade construction contracts,
- 36.5 percent for professional services contracts,
- 18.0 percent for all other services contracts, and
- 22.2 percent for commodities contracts.

Each state agency shall make a good faith effort to meet or exceed these goals and assist HUBs in receiving a portion of the total contract value of all contracts that the agency expects to award in a fiscal year. It is the policy of the COUNTY to achieve the annual program goals by contracting directly with HUBs or indirectly through subcontracting opportunities in accordance with the Texas Government Code, § 2161 and the Texas Comptroller of Public Accounts (CPA) HUB Rules, Title 34, § 20.284 of the Texas Administrative Code.

The COUNTY identifies HUB vendors from the CPA Centralized Master Bidders List (CMBL). This is a list of vendors that may perform the subcontract opportunities. The class codes are: 906/07, 906/48, 961/90. This list is located at: <http://www.window.state.tx.us/procurement/cmb/cmbhub.html>

The HUB coordinator contact information is Darryl Gaona at 512/463-7748 or darryl.gaona@thc.texas.gov

12.5 Amendments

Except as provided in Section 12.13 of this Contract, this Contract may be amended only upon written agreement between COUNTY and Contractor; however, any amendment of this Contract that conflicts with the laws of the State of Texas shall be void ab initio.

12.6 Applicable Law; Venue

This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The venue of any suit arising under this Contract is fixed in any court of competent jurisdiction of Travis County, Texas.

12.7 Strict Compliance

Time is of the essence in the performance of this Contract. Contractor shall strictly comply with all of the deadlines, requirements, and Standards of Performance for this Contract.

12.8 Assignments

Without the prior written consent of COUNTY, Contractor may not assign this Contract, in whole or in part, and may not assign any right or duty required under it.

12.9 Partially Completed Work

No later than the first calendar day after the termination of this Contract, or at COUNTY's request, Contractor shall deliver to COUNTY all completed, or partially completed, work and any and all documentation or other products and results of these services. Failure to timely deliver such work or any and all documentation or other products and results of the services shall be considered a material breach of this Contract. Contractor shall not make or retain any copies of the work or any and all documentation or other products and results of the services without the prior written consent of the COUNTY.

12.10 Federal, State, and Local Requirements

Contractor shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2s to common law employees. Contractor is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. Contractor shall comply with all federal and State tax laws and withholding requirements. The State of Texas shall not be liable to Contractor or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the State of Texas and shall pay all costs, penalties, or losses resulting from the Contractor's omission or breach of this Section.

12.11 Nondiscrimination

COUNTY shall comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in federally-assisted programs, including 49 CFR, Part 21; 23 CFR, Subchapter C; and 41 CFR, Part 60-74 (the Regulations).

COUNTY, with regard to the work performed during this agreement, shall not discriminate on the basis of race, color, sex, national origin, age, religion, or disability in the selection and retention of contractors, including procurements of materials and leases of equipment.

In all solicitations either by competitive bidding or negotiation made by the COUNTY for work to be performed under a Contract, including procurement of materials and leases of equipment, but not including routine purchase orders, each potential Contractor or supplier shall be notified by the COUNTY of the COUNTY's obligations under this agreement and the Regulations.

The COUNTY shall provide all information and reports required by the Regulations and directives issued under the Regulations and shall permit access to its books, records, accounts, other sources of information and facilities as may be determined by the Texas Department of Transportation or the U.S. Department of Transportation to be pertinent to ascertain compliance with the Regulations or directives. If any information required of the Funding Agency is in the exclusive possession of another who fails or refuses to furnish this information, COUNTY shall so certify to the Texas Department of Transportation or the U.S. Department of Transportation, whichever is appropriate, and shall set forth what efforts COUNTY has made to obtain the requested information.

In the event of the COUNTY's noncompliance with the nondiscrimination provision of this agreement, the Texas Department of Transportation shall impose such sanctions as it or the U.S. Department of Transportation may determine to be appropriate.

12.12 Severability Clause

In the event that any provision of this Contract is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

12.13 Applicable Law and Conforming Amendments

Contractor must comply with all laws, regulations, requirements and guidelines applicable to a Contractor providing services to the State of Texas as these laws, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Contract. COUNTY reserves the right, in its sole discretion, to unilaterally amend this Contract throughout its term to incorporate any modifications necessary for COUNTY or Contractor's compliance with all applicable State and federal laws, and regulations.

12.14 No Waiver

Nothing in this Contract shall be construed as a waiver of the state's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. COUNTY does not waive any privileges, rights, defenses, or immunities available to COUNTY by entering into this Contract or by its conduct prior to or subsequent to entering into this Contract.

12.15 No Liability upon Termination

If this Contract is terminated for any reason, COUNTY and the State of Texas shall not be liable to Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination. However, Contractor may be entitled to the remedies provided in Texas Government Code, § 2260.

12.16 Independent Contractor

Contractor or Contractor's employees, representatives, agents and any subcontractors shall serve as an independent contractor in providing the services under any PO resulting from this RFQ. Contractor or Contractor's employees, representatives, agents and any subcontractors shall not be employees of COUNTY. Should Contractor subcontract any of the services required in this RFQ, Contractor expressly understands and acknowledges that in entering into such subcontract(s), COUNTY is in no manner liable to any subcontractor(s) of Contractor. In no event shall this provision relieve Contractor of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with this RFQ.

12.17 Limitation on Authority; No Other Obligations

Contractor shall have no authority to act for or on behalf of COUNTY or the State of Texas except as expressly provided for in this Contract; no other authority, power or use is granted or implied. Contractor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or COUNTY.

12.18 Supporting Documents, Retention; Right to Audit; Independent Audits

Contractor shall maintain and retain supporting fiscal and any other documents relevant to showing that any payments under this Contract funds were expended in accordance with the laws and regulations of the State of Texas, including but not limited to, requirements of the Comptroller of the State of Texas and State Auditor. Contractor shall maintain all such documents and other records relating to this Contract and the State's property for a period of seven (7) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Contractor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the "Work" as defined in paragraph 12.30 of this Contract. Contractor and the subcontractors shall provide the State Auditor with any information that the State Auditor deems relevant to any investigation or audit. Contractor must retain all work and other supporting documents pertaining to this Contract, for purposes of inspecting, monitoring, auditing, or evaluating by COUNTY and any authorized agency of the State of Texas, including an investigation or audit by the State Auditor.

Contractor shall cooperate with any authorized agents of the State of Texas and shall provide them with prompt access to all of such State's work as requested. Contractor's failure to comply with the Section shall constitute a material breach of this Contract and shall authorize the COUNTY and the State of Texas to immediately assess appropriate damages for such failure. Pursuant to Texas Government Code § 2262.003, the acceptance of funds by Contractor or any other entity or person directly under this Contract, or indirectly through a subcontract under this Contract, shall constitute acceptance of the authority of the State Auditor to conduct an audit or investigation in connection with those funds. Contractor acknowledges and understands that the acceptance of funds under this Contract shall constitute consent to an audit by the State Auditor, Comptroller or other agency of the State of Texas. Contractor shall ensure that this paragraph concerning the State's authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards. Furthermore, under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

12.19 Deceptive Trade Practices; Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Texas Business and Commerce Code, § 17, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

12.20 Equal Opportunity

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

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- 3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- 6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government Contracts or federally assisted construction Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as 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) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (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 vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

12.21 Antitrust

Contractor represents and warrants that neither Contractor nor any firm, corporation, partnership, or institution represented by Contractor, or anyone acting for such firm, corporation or institution has (1) violated the antitrust laws of the State of Texas under Texas Business and Commerce Code, § 15, or the federal antitrust laws; or (2) communicated directly or indirectly the Proposal to any competitor or any other person engaged in such line of business during the procurement process for this Contract.

12.22 No Conflicts

Contractor represents and warrants that the Contractor has no actual or potential conflicts of interest in providing services to the State of Texas under this Contract and that Contractor's provision of services under this Contract would not reasonably create an appearance of impropriety.

12.23 Financial Interests; Gifts

Contractor represents and warrants that neither Contractor nor any person or entity that will participate financially in this Contract has received compensation from COUNTY or any agency of the State of Texas for participation in preparation of specifications for this Contract. Contractor represents and warrants that it has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any public servant or employee in connection with this Contract.

12.24 Felony Criminal Convictions

Contractor represents and warrants that Contractor has not and Contractor's employees have not been convicted of a felony criminal offense, or that, if such conviction has occurred, Contractor has fully advised COUNTY as to the facts and circumstances surrounding the conviction.

12.25 Notices

Any written notices required under this Contract will be either by hand delivery to Contractor's office address specified on Page 1 of this Contract or by US Mail, certified, return receipt requested, to COUNTY, PO Box 12276, Austin, TX 78711-2276. Notice will be effective on receipt by the affected party. Either party may change the designated notice address in this Section by written notification to the other party.

12.26 False Statements; Breach of Representation

By signature to this Contract, Contractor makes all the representations, warranties, guarantees, certifications and affirmations included in this Contract. If Contractor signed its Proposal with a false statement or signs

this Contract with a false statement or it is subsequently determined that Contractor has violated any of the representations, warranties, guarantees, certifications or affirmations included in this Contract, Contractor shall be in default under this Contract and COUNTY may terminate or void this Contract for cause and pursue other remedies available to COUNTY under this Contract and applicable law.

12.27 Force Majeure

Neither Contractor nor COUNTY shall be liable to the other for any delay in, or failure of performance, of any requirement included in any PO resulting from this RFQ caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

12.28 Debts or Delinquencies to State

The Comptroller is prohibiting from issuing any payment to a person or entity that has been reported as having an indebtedness or delinquency to the state. Contractor agrees that, to the extent Contractor owes any debt or delinquent taxes to the State of Texas, any payments or other amounts Contractor is otherwise owed under the Contract shall be applied toward the debt or delinquent taxes until the debt or delinquent taxes are paid in full. Contractor agrees to comply with all applicable laws regarding satisfaction of debts or delinquencies to the State of Texas.

12.29 Buy Texas

In accordance with the Texas Government Code, § 2155.4441, the State of Texas requires that during the performance of a Contract for services, Contractor shall purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state.

12.30 Work Made for Hire

For the purposes of this Contract, the term "Work" is defined as all reports, statistical analyses, work papers, work products, materials, approaches, designs, specifications, systems, documentation, methodologies, concepts, research, materials, intellectual property or other property developed, produced, or generated in connection with this Contract. All work performed pursuant to this Contract is made the exclusive property of COUNTY. All right, title and interest in and to said property shall vest in COUNTY upon creation and shall be deemed to be a work for hire and made in the course of the services rendered pursuant to this Contract. To the extent that title to any such work may not, by operation of law, vest in COUNTY, or such work may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably assigned to COUNTY. COUNTY shall have the right to obtain and to hold in its name any and all patents, copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Contract must give COUNTY and/or the State of Texas, as well as any person designated by COUNTY and/or the State of Texas, all assistance required to perfect the rights defined herein without any charge or expense beyond those amounts payable to Contractor for the services rendered under this Contract.

All materials and content produced will become the property of COUNTY.

12.31 Electronic and Information Resources Accessibility Standards (Applicable to State Agency and Institution of Higher Education Purchases Only)

- 1) Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in Title 1, Section 213 of the Texas Administrative Code when such

products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

- 2) Vendor shall provide DIR with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration “Buy Accessible Wizard” (<http://www.buyaccessible.gov>). Vendors not listed with the “Buy Accessible Wizard” or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the “Buy Accessible Wizard” or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

12.32 Abandonment or Default

If Contractor is found to be in default under any provision of this Contract, COUNTY may cancel the Contract without notice and either re-solicit or award the Contract to the next best responsive and responsible respondent. In the event of abandonment or default, Contractor will be responsible for paying damages to COUNTY including but not limited to re-procurement costs, and any consequential damages to the State of Texas or COUNTY resulting from Contractor’s non-performance. The defaulting Contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work is significantly changed.

12.33 Note to Respondent

Any terms and conditions attached to the response will not be considered unless specifically referred to on this Request for Qualifications and may result in disqualification of the response.

12.34 Prohibited Use of Appropriate or other Funds under Control of State Agency; Lobbying

The Contractor represents and warrants that ordering entities’ payments to the Contractor and Contractor’s receipt of appropriated or other funds under any of this or any resulting agreement are not prohibited by Texas Government Code §§ 556.005 or 556.008.

12.35 Certification Concerning Hurricane Relief

Texas Government Code §§ 2155.006 and 2261.053 prohibit state agencies from awarding a Contract to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a Contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Texas Government Code § 418.004, occurring after September 24, 2005. Under Texas Government Code § 2155.006, the Respondent certifies that the individual or business entity named in its Proposal is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.

12.36 U.S. Department of Homeland Security’s E-Verify System

By entering into this Contract, the Contractor certifies and ensures that all employees and other persons (including subcontractors) assigned by the Respondent to perform work pursuant to the Contract are eligible to work in the United States of America. The Contractor should utilize, for the term of this Contract, the U.S. Department of Homeland Security’s E-Verify system to determine the eligibility of its employees and those of its subcontractors to work in the United States of America

12.37 Immigration

The Contractor represents and warrants that it shall comply with the requirements of the Immigration Act of 1990 and Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under this Contract.

12.38 Drug-Free Work Place

The Contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

12.39 Security Policy

Successful Respondent shall provide notice to (Agency) Project Manager and (Agency) Security Officer within twenty-four (24) hours of Successful Respondent's discovery or reasonable belief that there has been unauthorized use, exposure, access, disclosure, compromise, modification, or loss of materials ("Security Incident"). Within twenty-four (24) hours of the notification of a Security Incident, Successful Respondent shall provide a written report to (Agency) Security Officer detailing the circumstances of the incident, which includes at a minimum, if available:

- 1) A description of the nature of the Security Incident;
- 2) The type of theft or damage involved;
- 3) Who may have caused the theft or damage;
- 4) What steps Successful Respondent has taken or will take to investigate the Security Incident;
- 5) What steps Successful Respondent has taken or will take to mitigate any negative effect of the Security Incident; and,
- 6) A point of contact for additional information.

Each day thereafter until the investigation is complete, Successful Respondent shall provide (Agency) Security Officer with a written report regarding the status of the investigation and the following additional information as it becomes available:

- 1) Who is known or suspected to have gained unauthorized access to the site;
- 2) Whether there is any knowledge the site has been abused or compromised;
- 3) What additional steps Successful Respondent has taken or will take to investigate the Security Incident;
- 4) What steps Successful Respondent has taken or will take to mitigate any negative effect of the Security Incident; and,
- 5) What corrective action Successful Respondent has taken or will take to prevent future similar unauthorized use or disclosure.

Successful Respondent shall confer with (Agency) Security Officer regarding the proper course of the investigation and risk mitigation. (Agency) reserves the right to conduct an independent investigation of any Security Incident, and should (Agency) choose to do so, Successful Respondent shall cooperate fully by making resources, personnel, and systems access available to (Agency) and (Agency) authorized representative(s). If (Agency), in its sole discretion, elects to send its own separate notice, then all costs associated with preparing and providing notice shall be reimbursed to (Agency) by Successful Respondent. If Successful Respondent does not reimburse such costs within thirty (30) days of (Agency) written request, then Agency shall have the right to collect such costs.

12.40 Substitutions

Substitutions are not permitted without written approval of COUNTY.

12.41 Public Disclosure

No public disclosures or news releases pertaining to this Contract shall be made without prior written approval of COUNTY.

12.42 Testing and Inspection

COUNTY may test and inspect goods and services purchased under the Contract to ensure compliance with the specifications of this RFQ and the Contract. The COUNTY may also test and inspect goods and services before they are purchased under the Contract. Authorized COUNTY personnel shall have access to the Respondent's place of business for the purpose of inspecting the goods. To the extent practical, the COUNTY inspections will not disrupt the Respondent's daily operations. Tests shall be performed on samples submitted with the Proposal or on samples taken from regular shipments. All costs of testing and inspection shall be borne by the Respondent. In the event the goods tested fail to meet or exceed all conditions and requirements of the RFQ and Contract, the goods will be rejected in whole or in part, at the State's option, and returned to the Respondent or held for disposition at the Respondent's expense. Latent defects may result in cancellation of the Contract at no expense to the state.

If material fails to meet specifications, the Respondent will be notified by fax/mail or e-mail. The Respondent will have ten (10) working days after receipt of the notification to remove the rejected material from state property. Material will be removed at the Respondent's expense. Material not removed in the allotted time period will be disposed by the Customer. The Respondent will be charged for all disposable expenses conducted by the Customers.

12.43 Contracts Involving Exchange or Creation of Public Information

Contractor is required to make any information created or exchanged with the State pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format this is accessible by the public at no additional charge to the state. Copies of documents not maintained in digital format must be provided to the Commission within thirty (30) days. Copies of documents maintained in digital format must be provided to the Commission in .pdf format within thirty (30) days. In case of an Open Records Request, the Commission may request that documents be made available to the Commission within 5 days.

12.44 Program Fraud and False or Fraudulent Statements or Related Acts

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

12.45 Divestment & Boycott Israel Lists

Bidder represents and warrants that, pursuant to Texas Government Code, § 2270.0209, Bidder is not listed as a company with scrutinized active business operations in Sudan or Iran or with business ties to Foreign Terrorist Organizations.

12.46 Disaster Recovery Plan

In accordance with Title 13§ 6.94(a)(9) of the Texas Administrative Code, upon request by COUNTY, Respondent shall provide the descriptions of its business continuity and disaster recovery plans.

12.47 Foreign Terrorist Organization

Respondent represents and warrants that it is not engaged in business with Iran, Sudan, or other foreign terrorist organization, as prohibited by Texas Government Code, § Section 2252.152.

12.48 Disclosure of Prior State Employment

In accordance with Texas Government Code, § 2254.033, relating to consulting services, the Respondent certifies that it does not employ an individual who has been employed by COUNTY or another agency at any time during the two years preceding the submission of the response, or, in the alternative, the Respondent has disclosed in a response to COUNTY or any other agency, (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of his/her termination.

12.49 Excess Obligations Prohibited

The contract is subject to termination or cancellation, without penalty to COUNTY, either in whole or in part, subject to the availability of state funds.

12.50 Certificate of Interested Parties

Pursuant to Texas Government Code, § 2252.908, a state agency may not enter into certain Contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295 Certificate of Interested Parties – “Form 1295”) to the state agency at the time of contracting. To complete Form 1295, a business entity will visit the Texas Ethics Commission’s website and access the Form 1295 Certificate of Interested Parties Electronic Filing Application. An authorized agent of the business entity must sign the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct. Form 1295, bearing the unique certification of filing number, must be filed with the Jefferson County (COUNTY). Form 1295 is not required at the time of submission of the Solicitation Response; the COUNTY shall request the form concurrent with issuance of a notice of Contract award. Additional information about Form 1295, including frequently asked questions and instructional videos for business entities, may be found on the Texas Ethics Commission’s website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

12.51 Excluded Parties

Contractor certifies that it is not listed on the federal government’s terrorism watch list as described in Executive Order 13224.

12.52 Executive Head of a State Agency Affirmation

Under Texas Government Code, § 669.003, Contractor certifies that it does not employ, or has disclosed its employment of, any former executive head of the Owner. Contractor must provide the following information in the Contract.

Name of Former Executive: _____
Name of State Agency: _____
Date of Separation from State Agency: _____
Position with Contractor: _____
Date of Employment with Contractor: _____

12.53 Former Agency Employees

Contractor represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the Contract, were former employees of the Owner during the twelve (12) month period immediately prior to the date of execution of the Contract.

12.54 Suspension and Debarment

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

12.55 Americans With Disabilities Act

Contractor represents and warrants its compliance with the requirements of the American with Disabilities Act (ADA) and its implementing regulations, as each may be amended.

12.56 Binding Effect

The Contract shall inure to the benefit of, be binding upon, and be enforceable against, each party and their respective permitted successors, assigns, transferees and delegates.

12.57 Change in Law and Compliance with Laws

Notwithstanding any other provision in this Contract, any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal or state law or regulations are automatically incorporated into the Contract without written amendment hereto, and shall become effective on the date designated by such law or regulation.

12.58 Damage to Government Property

Contractor shall be liable for all damage to government-owned, leased, or occupied property and equipment caused by the Contractor and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. Contractor shall notify Owner in writing of any such damage within one (1) calendar day. Contractor is responsible for the removal of all debris resulting from work performed under the Contract.

12.59 Discounts

If Contractor at any time during the term of the Contract provides a discount on the final Contract costs, Contractor will notify Owner in writing ten (10) calendar days prior to effective date of discount. Owner will generate a Purchase Order Change Notice and send a revised Purchase Order to Contractor.

12.60 Federal Occupational Safety and Health Law

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

12.61 License Grant

To the extent applicable, Contractor hereby grants to Owner a non-exclusive, perpetual, irrevocable, worldwide, transferable, fully paid, royalty-free, right and license: (a) to reproduce, modify, distribute, store, publicly perform, publicly display, create derivative works of, and otherwise exploit the deliverables, in each case without any restrictions and without accounting to Contractor; and (b) to sublicense any or all such rights to third parties.

12.62 Media Releases

Contractor shall not use Owner's name, logo, or other likeness in any press release, marketing material, or other announcement without Owner's prior written approval. Owner does not endorse any vendor, commodity, or service. Contractor is not authorized to make or participate in any media releases or public announcements pertaining to this Contract or the services to which the Contract relates without Owner's prior written consent, and then only in accordance with explicit written instructions from Owner.

12.63 No Implied Waiver

The failure of a party to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power, or remedy contained in the Contract shall not be construed as a waiver or a relinquishment thereof for the future.

12.64 Permits, Certifications, and Licenses

Contractor represents and warrants that it has determined what licenses, certifications and permits are required under the Contract and has acquired all applicable licenses, certifications, and permits.

12.65 Refund

Contractor will promptly refund or credit within thirty (30) calendar days any funds erroneously paid by Owner which are not expressly authorized under the Contract.

12.66 Restricted Employment for Certain State Personnel

Pursuant to Texas Government Code, § 572.069, Contractor certifies that it has not employed and will not employ a former state officer or employee who participated in a procurement or Contract negotiations for Owner involving Contractor within two (2) years after the date that the Contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

12.67 Trademark Ownership

Contractor hereby acknowledges and agrees that Owner’s trademarks remain the exclusive property of Owner, that all right, title and interest in and to the trademarks is exclusively held by Owner, and all goodwill associated with such trademarks inures solely to Owner.

12.68 Use of State Property

Contractor is prohibited from using State Property for any purpose other than performing services authorized under the Contract. State Property includes, but is not limited to, Owner’s office space, identification badges, Owner information technology equipment and networks (e.g., laptops, portable printers, cell phones, iPads, external hard drives, data storage devices, any Owner-issued software, and the Owner Virtual Private Network (VPN client)), and any other resources of Owner. Contractor shall not remove State Property from the continental United States. In addition, Contractor may not use any computing device to access Owner’s network or e-mail while outside of the continental United States. Contractor shall not perform any maintenance services on State Property unless the Contract expressly authorizes such services. During the time that State Property is in the possession of Contractor, Contractor shall be responsible for (i) all repair and replacement charges incurred by Owner that are associated with loss of State Property or damage beyond normal wear and tear and (ii) all charges attributable to Contractor’s use of State Property that exceeds the Contract scope. Contractor shall fully reimburse such charges to Owner within ten (10) calendar days of Contractor’s receipt of Owner’s notice of amount due. Use of State Property for a purpose not authorized by contract shall constitute breach of Contract and may result in termination of the Contract and the pursuit of other remedies available to Owner under Contract, at law, or in equity.

13. SIGNATORIES

The undersigned signatories represent and warrant that they have full authority to enter into this Contract on behalf of the respective parties.

14. AMENDMENTS

This Contract contains the entire agreement between Contractor and COUNTY and supersedes any prior understanding or oral or written agreements between COUNTY and Contractor on the matters contained herein. No modification, alteration, or waiver of any term, covenant, or condition of this Contract and any attachments shall be valid unless in writing and executed by COUNTY and Contractor.

Jefferson County

Contractor

Jeff Branick
County Judge

Name of Signatory
Title

Date

Date

EXHIBIT A

EXECUTION OF SUBMITTAL RFQ #808-20-200914

- 1) By signature hereon, Respondent represents and warrants that the provisions in this Execution of Offer apply to Respondent and all of Respondent's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this RFQ or any Contract resulting from it.
- 2) By signature hereon, Respondent represents and warrants its intent to furnish the requested items at the prices quoted in its Offer.
- 3) By signature hereon, Respondent represents and warrants that its prices include all costs of Respondent in providing the requested items that meet all specifications of this RFQ, and that its prices will remain firm for acceptance for a minimum of ninety (90) days from deadline for submission of Offer.
- 4) By signature hereon, Respondent represents and warrants that each employee, including replacement employees, will possess the qualifications, education, training, experience and certifications necessary to perform the services in the manner required by this RFQ.
- 5) By signature hereon, Respondent represents and warrants that it has no actual or potential conflicts of interest in providing the requested items to COUNTY under the RFQ and any resulting contract, if any, and that Respondent's provision of the requested items under the RFQ and any resulting Contract, if any, would not reasonably create an appearance of impropriety.
- 6) By signature hereon, Respondent represents and warrants that, pursuant to Texas Government Code § 2155.003, it has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted Offer.
- 7) By signature hereon, Respondent represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Texas Tax Code, § 171.
- 8) By signature hereon, Respondent hereby represents and warrants that, pursuant to 15 U.S.C. § 1, *et seq.* and Texas Business and Commerce Code, § 15.01, *et seq.*, neither Respondent nor the firm, corporation, partnership, or institution represented by Respondent, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the Offer made to any competitor or any other person engaged in such line of business.
- 9) By signature hereon, Respondent represents and warrants that all statements and information prepared and submitted in response to this RFQ are current, complete and accurate.
- 10) By signature hereon, Respondent represents and warrants that the individual signing this document and the documents made part of this RFQ and Offer is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any Contract which may result from the submission of the Offer.
- 11) By signature hereon, Respondent represents and warrants that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Bidder as defined by Texas Government Code, § 2155.444(c) of the Texas Government Code.
- 12) Check below if Respondent is claiming a preference under Title 34, § 20.306 of the Texas Administrative Code or Texas Government Code § 2155:
 - Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
 - Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
 - Agricultural products grown in Texas
 - Agricultural products offered by a Texas bidder
 - Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran

- Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
 - Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
 - Services offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
 - Texas Vegetation Native to the Region
 - USA produced supplies, materials or equipment
 - Products of persons with mental or physical disabilities
 - Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
 - Energy Efficient Products
 - Rubberized asphalt paving material
 - Recycled motor oil and lubricants
 - Products produced at facilities located on formerly contaminated property
 - Products and services from economically depressed or blighted areas
 - Vendors that meet or exceed air quality standards
 - Recycled or Reused Computer Equipment of Other Manufacturers
 - Foods of Higher Nutritional Value
 - Commercial production company or advertising agency located in Texas
- 13) By signature hereon, under Texas Family Code, § 231.006, regarding child support, Respondent certifies that the individual or business named in the offer is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any Respondent subject to Texas Family Code, § 231.006, must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the offer. This information must be provided prior to award. Enter the Name and Social Security Number for each person below:

Name: _____ SSN: _____
 Name: _____ SSN: _____
 Name: _____ SSN: _____

FEDERAL PRIVACY ACT NOTICE: This notice is given pursuant to the Federal Privacy Act. Disclosure of your Social Security Number (SSN) is required under Texas Family Code, §§ 231.006(c) and 231.302(c)(2). The SSN will be used to identify persons that may owe child support. The SSN will be kept confidential to the fullest extent allowed under Texas Family Code, § 231.302(e).

- 14) By signature hereon, Respondent represents and warrants that no relationship, whether by relative, business associate, capital funding Contract or by any other such kinship exist between Respondent and an employee of any COUNTY component, and Respondent has not been an employee of any COUNTY component within the immediate twelve (12) months prior to Respondent’s Offer. By signature hereon, Respondent certifies that it is in compliance with Texas Government Code, § 669.003, relating to contracting with executive head of a state agency. Respondent must complete the following, marking “N/A” if not applicable:

- Name of Former Executive: _____
- Name of State Agency: _____
- Date of Separation from State Agency: _____
- Position with Respondent: _____
- Date of Employment with Respondent: _____

All such disclosures will be subject to administrative review and approval prior to COUNTY entering into any Contract with Respondent. Respondent acknowledges that any Contract resulting from this

RFQ may be terminated at any time, and payments withheld, if this information is false.

- 15) By signature hereon, pursuant to Texas Government Code, § 2155.004(a), Respondent represents and warrants that neither it nor any person or entity which will participate financially in any Contract resulting from this RFQ has received compensation for participation in the preparation of specifications for this RFQ. In addition, under Texas Government Code, § 2155.004, Respondent certifies that the individual or business entity named in the Offer or any Contract resulting from this RFQ is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.
- 16) By signature hereon, in accordance with Texas Government Code, § 2155.4441, Respondent agrees that during the performance of a Contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.
- 17) By signature hereon, Respondent represents and warrants that COUNTY's payments to Respondent and Respondent's receipt of appropriated or other funds under any Contract resulting from this RFQ are not prohibited by Texas Government Code, §§ 556.005, 556.0055 or 556.008.
- 18) By signature hereon, Respondent represents and warrants that the offering entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.sam.gov>.
- 19) Texas Government Code, §§ 2155.006 and 2261.053 prohibit state agencies from awarding a Contract to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a Contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Texas Government Code, § 418.004, occurring after September 24, 2005. Under Texas Government Code, §§ 2155.006 and 2261.053, Respondent certifies that the individual or business entity named in its Offer is not ineligible to receive the specified Contract and acknowledges that any Contract resulting from this RFQ may be terminated and payment withheld if this certification is inaccurate.
- 20) In accordance with Title 13, § 6.94(a)(9) of the Texas Administrative Code, upon request by COUNTY, Respondent shall provide the descriptions of its business continuity and disaster recovery plans, if applicable with statute.
- 21) Subject to Texas Government Code, § 2260.002, the dispute resolution process provided for in Texas Government Code, § 2260, and set forth below in subsections (a)-(d) shall be used by the parties to attempt to resolve all disputes arising under the Contract. In accordance with the Texas Civil Practice and Remedies Code, § 114.005, the parties agree claims encompassed by Texas Government Code, Section a) § 2260.002(3) and Texas Civil Practice and Remedies Code, § 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)- (d).
 - Notwithstanding Texas Government Code, § 2260.002(3) and § 114.012 and any other statute or applicable law, if the Respondent's claim for breach of Contract cannot be resolved by the parties in the ordinary course of business, Respondent may make a claim against COUNTY for breach of Contract and COUNTY may assert a counterclaim against the Respondent as is contemplated by
 - b) Texas Government Code, § 2260. In such event, Respondent must provide written notice to COUNTY of a claim for breach of the Contract not later than the 180th day after the date of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount the Respondent seeks as damages; and (3) the legal theory of recovery.
 - c) The chief administrative officer, or if designated in the Contract, another officer of COUNTY, shall examine the claim and any counterclaim and negotiate with the Respondent in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, § 2260.052.

If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the parties shall reduce the agreement or settlement to writing and each

party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a party's rights under this Contract as to the parts of the claim that are not resolved.

If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with COUNTY, unless the parties agree in writing to an extension of time, the parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is the Respondent's sole and exclusive process for seeking a remedy for an alleged breach of Contract by COUNTY if the parties are unable to resolve their disputes as described in this section.

d)

Nothing in the Contract shall be construed as a waiver of the State's or COUNTY's sovereign immunity. The Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under the Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel.

e)

COUNTY does not waive any privileges, rights, defenses, or immunities available to COUNTY by entering into the Contract or by its conduct, or by the conduct of any representative of COUNTY, prior to or subsequent to entering into the Contract.

Compliance with the dispute resolution process provided for in Texas Government Code, § 2260, and incorporated by reference in subsection (a)-(d) above is a condition precedent to the

f)

Respondent:

1) filing suit pursuant to § 114 of the Civil Practices and Remedies Code; or

2) initiating a contested case hearing pursuant to Texas Government Code, § 2260.

22) Respondent represents and warrants that it is not engaged in business with Iran, Sudan, or other foreign terrorist organization, as prohibited by Texas Government Code, § 2252.152.

23) Respondent represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the Contract, were former employees of the COUNTY during the twelve (12) month period immediately prior to the date of execution of the Contract.

24) **RESPONDENT SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND COUNTY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO RESPONDENT'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE RESPONDENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO RESPONDENT, OR ANY OTHER ENTITY OVER WHICH THE CONTRACTOR EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY RESPONDENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. RESPONDENT AND COUNTY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.**

25) **RESPONDENT SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND COUNTY, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL THIRD PARTY CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADE OR SERVICE MARKS, AND ANY OTHER**

INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF RESPONDENT PURSUANT TO THE CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) COUNTY'S AND/OR RESPONDENT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO COUNTY BY RESPONDENT OR OTHERWISE TO WHICH COUNTY HAS ACCESS AS A RESULT OF RESPONDENT'S PERFORMANCE UNDER THE CONTRACT. RESPONDENT AND THE COUNTY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. RESPONDENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY COUNTY WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND COUNTY MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. IN ADDITION, RESPONDENT WILL REIMBURSE COUNTY AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF COUNTY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF RESPONDENT OR IF COUNTY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, COUNTY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND RESPONDENT WILL PAY ALL REASONABLE COSTS OF COUNTY'S COUNSEL.

- 26) Pursuant to Texas Government Code, § 2254.0031, which incorporates by reference § 271.904(d) of the Texas Local Government Code, Respondent shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.
- 27) Respondent represents and warrants its compliance with the requirements of the American with Disabilities Act (ADA) and its implementing regulations, as each may be amended.
- 28) Respondent shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from COUNTY. Any attempted assignment in violation of this Section will be void and without effect.
- 29) The Contract shall inure to the benefit of, be binding upon, and be enforceable against, each party and their respective permitted successors, assigns, transferees and delegates.
- 30) Respondent shall be liable for all damage to government-owned, leased, or occupied property and equipment caused by the Respondent and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. Respondent shall notify COUNTY in writing of any such damage within one (1) calendar day. Respondent is responsible for the removal of all debris resulting from work performed under the Contract.
- 31) If Respondent at any time during the term of the Contract provides a discount on the final Contract costs, Respondent will notify COUNTY in writing ten (10) calendar days prior to effective date of discount. COUNTY will generate a Purchase Order Change Notice and send a revised Purchase Order to Respondent.
- 32) Respondent represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.
- 33) Respondent represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).
- 34) Neither Respondent nor COUNTY shall be liable to the other for any delay in, or failure of performance, of any requirement resulting from this Contract caused by force majeure. The existence

of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

- 35) The Respondent represents and warrants that it shall comply with the requirements of the Immigration Act of 1990 and Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under the Contract.
- 36) Respondent or Respondent's employees, representatives, agents and any subcontractors shall serve as an independent Contractor in providing the services under the Contract. Respondent or Respondent's employees, representatives, agents and any subcontractors shall not be employees of COUNTY. Respondent may not subcontract any or all of the work and/or obligations due under the Contract without prior written approval of the COUNTY. Subcontracts, if any, entered into by the Respondent shall be in writing and be subject to the requirements of the Contract. Should Respondent subcontract any of the services required in the Contract, Respondent expressly understands and acknowledges that in entering into such subcontract(s), COUNTY is in no manner liable to any subcontractor(s) of Respondent. In no event shall this provision relieve Respondent of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with the Contract.
- 37) To the extent applicable, Respondent will grant to COUNTY a non-exclusive, perpetual, irrevocable, worldwide, transferable, fully paid, royalty-free, right and license: (a) to reproduce, modify, distribute, store, publicly perform, publicly display, create derivative works of, and otherwise exploit the deliverables, in each case without any restrictions and without accounting to Respondent; and (b) to sublicense any or all such rights to third parties.
- 38) Respondent shall have no authority to act for or on behalf of COUNTY or the State of Texas except as expressly provided for in the Contract; no other authority, power or use is granted or implied. Respondent may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or COUNTY.
- 39) The Respondent represents and warrants that ordering entity's payments to the Respondent and Respondent's receipt of appropriated or other funds under any resulting agreement are not prohibited by Texas Government Code §§ 556.005 or 556.008.
- 40) Respondent shall not use COUNTY's name, logo, or other likeness in any press release, marketing material, or other announcement without COUNTY's prior written approval. COUNTY does not endorse any vendor, commodity, or service. Respondent is not authorized to make or participate in any media releases or public announcements pertaining to this procurement, the Response or the services to which they relate without COUNTY's prior written consent, and then only in accordance with explicit written instructions from COUNTY.
- 41) The failure of a party to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power, or remedy contained in the Contract shall not be construed as a waiver or a relinquishment thereof for the future.
- 42) The Contract is made solely and specifically among and for the benefit of the parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Contract as a third-party beneficiary or otherwise.
- 43) For the purposes of the Contract, the term "Work" is defined as all reports, statistical analyses, work papers, work products, materials, approaches, designs, specifications, systems, documentation, methodologies, concepts, research, materials, intellectual property or other property developed, produced, or generated in connection with the Contract. All work performed pursuant to the Contract is

made the exclusive property of COUNTY. All right, title and interest in and to said property shall vest in COUNTY upon creation and shall be deemed to be a work for hire and made in the course of the services rendered pursuant to this Contract. To the extent that title to any such work may not, by operation of law, vest in COUNTY, or such work may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably assigned to COUNTY. COUNTY shall have the right to obtain and to hold in its name any and all patents, copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Respondent must give COUNTY and/or the State of Texas, as well as any person designated by COUNTY and/or the State of Texas, all assistance required to perfect the rights defined herein without any charge or expense beyond those amounts payable to Respondent for the services rendered under the Contract.

- 44) Respondent shall maintain and retain all records relating to the performance of the Contract including supporting fiscal documents adequate to ensure that claims for Contract funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Respondent for a period of seven (7) years after the Contract expiration date or until all audit, claim, and litigation matters are resolved, whichever is later.
- 45) Respondent will promptly refund or credit within thirty (30) calendar days any funds erroneously paid by COUNTY which are not expressly authorized under the Contract.
- 46) Pursuant to Texas Government Code, § 572.069, Respondent certifies that it has not employed and will not employ a former state officer or employee who participated in a procurement or Contract negotiations for COUNTY involving Respondent within two (2) years after the date that the Contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
- 47) Termination of the Contract for any reason shall not release the Respondent from liability or obligation set forth in the Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination, including the provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution, invoice and fees verification.
- 48) Respondent hereby acknowledges and agrees that COUNTY's trademarks remain the exclusive property of COUNTY, that all right, title and interest in and to the trademarks is exclusively held by COUNTY, and all goodwill associated with such trademarks inures solely to COUNTY.
- 49) Respondent represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Texas Business and Commerce Code § 177, or allegations of any unfair business practice in any administrative hearing or court suit and that Respondent has not been found to be liable for such practices in such proceedings. Respondent certifies that it has no officers who have served as officers of other entities who have been the subject allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not be found to be liable for such practices in such proceedings.
- 50) Respondent is prohibited from using State Property for any purpose other than performing services authorized under the Contract. State Property includes, but is not limited to, COUNTY's office space, identification badges, COUNTY information technology equipment and networks (*e.g.*, laptops, portable printers, cell phones, iPads, external hard drives, data storage devices, any COUNTY-issued software, and the COUNTY Virtual Private Network (VPN client)), and any other resources of COUNTY. Respondent shall not remove State Property from the continental United States. In addition, Respondent may not use any computing device to access COUNTY's network or e-mail while outside of the continental United States. Respondent shall not perform any maintenance services on State Property unless the Contract expressly authorizes such services. During the time that State Property is in the possession of Respondent, Respondent shall be responsible for (i) all repair and replacement charges incurred by COUNTY that are associated with loss of State Property or damage beyond normal wear and tear and (ii) all charges attributable to Respondent's use of State Property that exceeds the Contract scope. Respondent shall fully reimburse such charges to COUNTY within ten (10) calendar days of Respondent's receipt of COUNTY's notice of amount due. Use of State Property for a purpose not

authorized by Contract shall constitute breach of Contract and may result in termination of the Contract and the pursuit of other remedies available to COUNTY under Contract, at law, or in equity.

- 51) By signature hereon, if Respondent is submitting an offer for the purchase or lease of computer equipment, then Respondent hereby certifies its compliance with the Texas Health and Safety Code, §361, and the Texas Commission on Environmental Quality rules at Title 30, § 328 of the Texas Administrative Code.
- 52) By signature hereon, Respondent represents and warrants that it is not aware of and has received no notice of any court or governmental agency actions, proceedings or investigations, etc., pending or threatened against Respondent or any of the individuals or entities included in this Section I within the five (5) calendar years immediately preceding the submission of Respondent's Offer in response to this RFQ that would or could impair Respondent's performance under any Contract resulting from this RFQ, relate to the solicited or similar goods or services, or otherwise be relevant to COUNTY's consideration of Respondent's Offer. If Respondent is unable to make the preceding representation and warranty, then Respondent instead represents and warrants that it has included as a detailed attachment in its Offer a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc. that would or could impair Respondent's performance under any Contract resulting from this RFQ, relate to the solicited or similar goods or services, or otherwise be relevant to COUNTY's consideration of Respondent's Offer. In addition, Respondent represents and warrants that it shall notify COUNTY in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update COUNTY shall constitute breach of Contract and may result in immediate termination of any Contract resulting from this RFQ.
- 53) By signature hereon, Respondent represents and warrants that it and each of its subcontractors have the requisite resources, qualifications and independence to conduct the services free from outside direction, control, or influence, and subject only to the accomplishment of COUNTY's objectives.
- 54) By signature hereon, Respondent represents that neither Respondent or any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, proposed in the Offer has been convicted of a felony criminal offense, or that if such a conviction has occurred Respondent has fully advised COUNTY of the facts and circumstances in its Offer.
- 55) By signature hereon, Respondent represents and warrants that if selected for award of a Contract as a result of this RFQ, Respondent will submit to COUNTY a Certificate of Interested Parties prior to Contract award in accordance with Texas Government Code, § 2252.908.
- 56) By signature hereon, Respondent represents and warrants that, pursuant to Texas Government Code, § 2270.002, Respondent does not boycott Israel and will not boycott Israel during the term of the Contract resulting from this RFQ.
- 57) By signature hereon, Respondent acknowledges that any Contract(s) resulting from this RFQ are made possible through grant support from the Emergency Supplemental Historic Preservation Fund (ESHPPF) of the National Park Service, U.S. Department of Interior. One (1) copy of all deliverables/publications produced with assistance from the ESHPPF must be furnished to the NPS. The NPS shall have a royalty-free right to republish any materials produced under this grant. All photos included as part of the interim and final reporting, and deliverables/publication will be considered released to the NPS for future official use. Photographer, date and caption should be identified on each photo, so NPS may provide proper credit for use. A digital (preferred) or physical copy of all deliverables will be available for public access.
- 58) By signature hereon, Respondent acknowledges that any Contract(s) resulting from this RFQ are subject to the terms of the Grant Agreement (P19AP00014) Between the United States Department of Interior National Park Service and Texas Historical Commission, dated March 25, 2019.
- 59) By signature hereon, Respondent represents and warrants that it has read and agrees to all terms and conditions of this RFQ, unless Respondent specifically takes an exception and offers an alternative provision in Respondent's Offer to this RFQ.

An authorized representative on behalf of Respondent must complete and sign the following:

_____ Signature of Authorized Representative	_____ Date Signed	
_____ Printed Name & Title of Authorized Representative	_____ Phone Number	
_____ Entity Name (“Respondent”)	_____ Fax Number	_____ E-mail Address
_____ Federal Employer Identification Number	_____ DUNS Number	
_____ Physical Street Address	_____ City, State, Zip Code	
_____ Mailing Address, if different	_____ City, State, Zip Code	

NOTE: THIS FORM MUST BE COMPLETED & RETURNED WITH THE RFQ

EXHIBIT B

**CONFLICT OF INTEREST/DISCLOSURE STATEMENT/CERTIFICATION
REGARDING PUBLIC NATURE OF THE OFFER
RFQ #20-041/YS**

Section I. Conflict of Interest

- A. Disclosures. Provide the requested information in the space provided; indicate “N/A” as appropriate.
1. Respondent must disclose any proposed personnel who are current or recent former employees of COUNTY or the State of Texas.

2. Respondent must disclose the following:
 - a. any existing or potential conflicts of interest or possible issues that might create appearances of impropriety relative to Respondent’s and its proposed subcontractors’ submission of an Offer, possible selection as Successful Respondent, or its performance of the Contract.

- b. all past and present contractual, business, financial or personal relationships between Respondent and COUNTY and between Respondent’s proposed subcontractors, if any, and COUNTY.

For each item, Respondent must also provide a detailed explanation of why Respondent does or does not believe such item poses a conflict of interest, potential conflict of interest, or appearance of impropriety issue relative to Respondent’s submission of an Offer, possible selection as the Successful Respondent, or its performance of the Contract.

B. Defined Terms. For purposes of the disclosure statements required by this solicitation, the terms below are defined as follows:

- “past” is defined as within the two (2) calendar years prior to the deadline for submission of offers in response to this solicitation.
- “recent former employees” are defined as those COUNTY employees who have terminated agency employment within the two (2) calendar years prior to the deadline for submission of offers in response to this solicitation.
- “personal relationship” is defined as a current or past connection other than a clearly contractual, business, financial or similar relationship and includes family relationships or other connections outside simply providing a response to this solicitation. For this purpose, “family relationship” means a relationship within the third degree of consanguinity or second degree of affinity; see Texas Government Code, § 573, which defines these degrees of consanguinity and affinity. Connections other than such family relationships fall within this definition and must be disclosed if:
 - (a) a reasonable person could expect the connection to diminish Respondent’s independence of judgment or effectiveness in the performance of the Respondent’s responsibilities to COUNTY or the State of Texas under the Contract;
 - (b) a reasonable person could expect the connection, within the overall context of Respondent’s submission of an Offer, possible selection as Successful Respondent or its performance of the Contract, to create an issue for the agency’s consideration relative to a potential appearance of impropriety or conflict of interest; or,

- (c) the relationship is with a COUNTY or other State of Texas employee with authority to make decisions or recommendations on state contracting or procurement or this solicitation. For purposes of this provision, those persons with authority to make decisions or recommendations are those persons who fall within the definition of “purchasing personnel” in Texas Government Code, § 2262.004(a)(2).

C. Continuing Duty to Disclose. If circumstances change or additional information is obtained subsequent to submission of the Offer, Successful Respondent’s duty to disclose under these provisions continues under the term of the Contract and does not end with submission of an Offer or receipt of Contract award.

D. Disclosures under these provisions are information that will be evaluated by COUNTY; however, all information provided will not necessarily lead to a restriction or disqualification. Issues will be considered on a case by case basis in the best interests of the State of Texas. If Respondent is in doubt about whether information should be disclosed, Respondent should consult with its legal counsel. Failure to disclose any required information under these provisions may be cause for offer disqualification or termination of the Contract resulting from this solicitation. COUNTY reserves the right, in its sole discretion, to determine if an issue should result in offer disqualification or termination of the Contract.

Signature of Authorized Representative	Date Signed
Printed Name & Title of Authorized Representative	Entity Name (“Respondent”)

Section II. Nondisclosure Agreement

In consideration of Jefferson County (“COUNTY”) communicating with the undersigned Respondent regarding a potential Contract resulting from the referenced solicitation (*e.g.*, RFP, RFO, RFQ, IFB) and because of the sensitivity of certain information provided to Respondent, both parties agree that all information regarding COUNTY or gathered, produced, collected or derived from or related to the potential Contract, or provided to Respondent under a resulting Contract (“Confidential Information”) must remain confidential subject to release only upon prior written approval of COUNTY, and more specifically agree as follows:

1. The Confidential Information may be used by Respondent only to assist Respondent in connection with the business relationship contemplated in the solicitation or performance of a Contract with COUNTY resulting from the solicitation.
2. Respondent shall not, at any time, use the Confidential Information in any fashion, form, or manner except in its capacity as proposed consultant or independent Contractor to COUNTY.
3. Unless otherwise provided in the solicitation or resulting Contract, Respondent agrees to maintain the confidentiality of all Confidential Information in the same manner that it protects the confidentiality of its own materials of like kind, but in no event less than reasonable care. Respondent shall take reasonable precautions to protect the Confidential Information including, but not limited to, not disclosing Confidential Information in any manner to any person, firm, or entity, except for authorized employees, agents, or Contractors of Respondent with a need to know who are bound by confidentiality obligations at least as stringent as those contained in this agreement prior to any disclosure of such Confidential Information.
4. The Confidential Information may not be copied, reproduced, disclosed, distributed, or otherwise divulged without COUNTY’s prior written approval. Confidential Information and any copies thereof shall be

COUNTY's exclusive property.

5. All Confidential Information made available to Respondent, including copies thereof, must be returned to COUNTY upon the first to occur of (a) expiration or termination of any Contract resulting from the solicitation, or (b) request by COUNTY.

6. The foregoing does not prohibit or limit Respondent's use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, provided such prior knowledge was not subject to a confidentiality obligation, (b) independently developed by it, (c) acquired by it from a third-party under no obligation of confidentiality to COUNTY, (d) which is or becomes part of the public domain through no breach by Respondent of this nondisclosure agreement or other Contractual obligations to COUNTY, or (e) approved by COUNTY in writing for unrestricted disclosure.

7. If Respondent is required by applicable law, regulation, or legal process to disclose any Confidential Information, then Respondent shall provide COUNTY with prompt notice of any such requirement prior to delivery of the Confidential Information to allow COUNTY a reasonable opportunity to seek a protective order or equivalent.

8. This nondisclosure agreement shall become effective as of the date Confidential Information is first made available to Respondent and shall survive the expiration or termination of any Contract resulting from the solicitation and be a continuing requirement.

9. The breach of this nondisclosure agreement by Respondent shall entitle COUNTY to immediately terminate any Contract with Respondent resulting from the solicitation upon written notice to Respondent 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 COUNTY elects to terminate any Contract with Respondent resulting from the solicitation upon the breach hereof, COUNTY may require Respondent to pay to COUNTY the sum of \$5,000 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 COUNTY in the event of a breach hereof by Respondent of this nondisclosure agreement. COUNTY does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this nondisclosure agreement.

10. This nondisclosure agreement is governed by and construed under the laws of the State of Texas. Any and all obligations of this agreement are due in Travis County, Texas and venue is proper in only such county.

Signature of Authorized Representative

Date Signed

Printed Name & Title of Authorized Representative

Entity Name ("Respondent")

Section III. Certification Regarding Public Nature of the Offer

The Legislative Budget Board (LBB) has established a database of state agency Contracts pursuant to Texas Government Code, § 322.020. See the LBB website at www.lbb.state.tx.us. Following the Contract award resulting from this solicitation, COUNTY plans to upload to the LBB Contracts database the complete Contract, except for information that is not subject to disclosure under Texas Government Code, § 552. Information that is not subject to disclosure under Texas Government Code, § 552, must be referenced in an appendix that generally describes the information without disclosing the specific content of the information.

In submitting an Offer in response to this solicitation, Respondent acknowledges that it understands and accepts this requirement.

Respondent **must initial below EITHER Item 1 or Item 2, as appropriate. DO NOT INITIAL BOTH ITEMS.**

By signature hereon, Respondent certifies the following:

1. _____ Respondent does not assert that any portion of its Offer is confidential.

OR

2. _____ Respondent has stamped in bold red letters the term “**CONFIDENTIAL**” on the specific part or page of the Offer considered to be confidential by Respondent. In the table below or as an attachment to this form submitted with the Offer, Respondent has identified by page number(s) the location of all information in the Offer asserted to be confidential by Respondent as well as provided an explanation, including any relevant legal authority, for why Respondent reasonably considers the identified portion(s) of its Offer to be confidential and exempt from public disclosure under the Texas Public Information Act, Texas Government Code, § 552.

Page No. of Offer	General description of the designated information	Explanation, including relevant legal authority, in support of the confidential treatment of the designated portion(s) of the Offer.

Signature of Authorized Representative

Date Signed

Printed Name & Title of Authorized Representative

Entity Name (“Respondent”)

NOTE: THIS FORM MUST BE COMPLETED & RETURNED WITH THE SUBMITTAL.

EXHIBIT C

CERTIFICATION REGARDING LOBBYING

The undersigned [Contractor] 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 \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

NOTE: THIS FORM MUST BE COMPLETED & RETURNED WITH THE SUBMITTAL.

EXHIBIT D

RFQ SUBMITTAL REQUIREMENTS CHECKLIST

Checklist for RFQ #20-041/YS

Title: RFQ for HISTORIC PRESERVATION PROFESSIONAL SERVICES FOR HISTORIC RESOURCES SURVEY PLAN, HISTORIC RESOURCES SURVEY, AND HISTORIC PRESERVATION PLAN

Bid Due Date: _____, 2:00 PM CT

Respondent Name and Address:

Contact: _____ TX Taxpayer: _____
Office Phone: _____
Mobile Phone: _____
Email: _____

Attended a Pre-Submittal Conference (if applicable): _____

RFQ SUBMITTAL:

1. Submit one (1) original of the following:

- 1. Signature Page _____
- 2. Exhibit A—Execution of Submittal _____
- 3. Exhibit B—Conflict of Interest/Disclosure Statement/Certification _____
- 4. Exhibit C—Certification Regarding Lobbying _____
- 5. Exhibit D—RFQ Submittal Requirements Checklist _____
- 6. HUB Subcontracting Plan _____

2. Submit one (1) original and three (3) copies of the following:

- 1. Company Information _____
- 2. Methodology and Schedule _____
- 3. Qualifications and Relevant Experience _____

3. Submit one (1) PDF copy on a USB flash drive of complete response to this RFQ

EXHIBIT E

WINDSHIELD-LEVEL HISTORIC RESOURCES SURVEY REPORT STANDARDS

Format

1. Report cover and title page must include: the county, the geographic scope surveyed, the identification of the professional historian(s), the consulting firm, the consulting firm's contact information, Contract number, and the following disclaimer:

This material was produced with assistance from the Emergency Supplemental Historic Preservation Fund, administered by the National Park Service, Department of the Interior. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior.

2. Report must include an overall county map.
3. Report must include street maps and aerial photographs, at appropriate scale, indicating the locations of all historic-age properties surveyed, and indicating the proposed boundaries of any identified historic districts.
4. Report must include a table of historic-age properties surveyed, with the property address, latitude and longitude coordinates, a basic property description, the approximate date of construction, and the recommended determination of eligibility for listing in the National Register of Historic Places (NRHP).
5. Report must include photographs of the historic-age properties surveyed.

Identification and Evaluation Criteria

1. Report documents the survey methodology to identify historic properties.
2. Report must include a discussion of previously designated historic properties, with explicit reference to properties listed in the NRHP, designated as a State Antiquities Landmark (SAL), and/or designated as a Recorded Texas Historic Landmark (RTHL).
3. Report inventories historic-age properties—properties that are forty-five (45) years of age or older, at the time of the execution of any Contract(s) resulting from this RFQ.
4. Report evaluates the surveyed properties' eligibility for listing in the NRHP, both individually as a contributing resource to a NRHP-eligible historic district, providing analysis appropriate to the recommended level of significance of the property. For properties recommended as eligible for listing in the NRHP and for those of marginal significance recommended as not eligible for listing in the NRHP, the report must justify significance within the appropriate historic context and NRHP criteria.
5. Report must include site maps detailing the inter-relationship of resources such as outbuildings and landscape features associated with a property recommended as eligible for listing in the NRHP. Outbuildings and landscape features should be reported as subsets of the main identification number of the property. For example, a residence and an associated garage, should be labeled as Resource Nos. 100a and 100b.

Photographic Documentation

1. Report must include photographic documentation for each historic-age resource surveyed and be sufficient in number and perspective to enable the Contracted Services Provider(s) to make a recommended determination of eligibility for listing in the NRHP or to determine if a higher level of survey is recommended.
2. Photographs must be 3.5" × 5" color representations printed on matte white, premium or photo-quality laser or inkjet paper. Photographs must be at least 1200 × 1600 pixels at 300 pixels per inch (ppi) resolution quality.
3. The report must include a single oblique view that incorporates both the primary façade and a side elevation at a minimum for each primary and auxiliary resource and landscape feature associated with a property recommended NRHP-eligible by the Contracted Services Provider(s), with the subject filling the frame.
4. Photographs must be well focused and clearly depict architectural and other details relevant to an evaluation of the resource's character-defining features.

5. Photographs must be attached to separately labeled pages that clearly identify the property identification number(s), the property address, the property's latitude and longitude coordinates, the direction of the photograph, an accurate description of the style and form of the resource, NRHP criteria eligibility, resource integrity issues, and any limitations when photographing the resource.
6. Additional photographs of the inter-relationship of resources may be necessary if historic outbuildings or significant landscape features are associated with the property.
7. Photographs must document representative streetscapes for each block or significant area within a historic district.
8. Photographs shall be attached to the appropriate property record in the CRSurveyor Collector and also saved individually in a file folder as JPEG images. The JPEG images shall be named according to the following convention: [two-letter county code][survey site number]_[street name]_[street address]_[image number]. County abbreviations shall be those used by the Texas Archeological Research Laboratory (TARL). For instance, if the property at 106 South Austin Street in Rockport, Aransas County, were the 123rd site surveyed, the JPEG image name would be: AS123_Austin St S_106_01.jpg

EXHIBIT F

CRSURVEYOR COLLECTOR NAPC USER FIELD GUIDE

EXHIBIT G

GRANT AGREEMENT (P19AP00014) BETWEEN THE UNITED STATES DEPARTMENT OF
INTERIOR NATIONAL PARK SERVICE AND TEXAS HISTORICAL COMMISSION