**REQUEST FOR PROPOSALS (RFP)**

1. **NOTICE OF REQUEST FOR PROPOSALS**

**OVERVIEW:** Crockett County, TX (the “County”) is seeking proposals from qualified consultants/firms to provide a comprehensive Hazard Mitigation Plan (HMP), which will include hazard identification, risk analysis, community engagement, and the development of actionable mitigation strategies to protect lives, property, and the environment. The selected consultant/firm will work closely with County officials, local agencies, and the public to ensure the final plan is comprehensive, achievable, and tailored to the unique needs and risks of the County.

**Issuing Entity:** Crockett County, TX

**Project Title:** Hazard Mitigation Plan for Crockett County, TX

**RFP/Project #:** 2025-001

**Contact Person:** Frank Tambunga, Crockett County Judge

**Contact Phone:** (325) 392-2965

**Contact Email:** frank.tambunga@co.crockett.tx.us

* 1. **BACKGROUND**

The County is committed to enhancing community resilience and reducing the risks posed by natural and man-made hazards that can impact the safety, economy, and well-being of its residents. In recognition of the need to prepare for and mitigate potential hazards, the County seeks to develop a comprehensive Hazard Mitigation Plan that aligns with federal, state, and local requirements. The purpose of this plan is to identify and assess the hazards faced by the County, evaluate existing mitigation efforts, and outline strategies to reduce vulnerability to future events, including floods, severe storms, wildfires, earthquakes, and other potential threats. The County’s goal is to foster a proactive, collaborative approach to hazard mitigation that includes community stakeholders, governmental agencies, and local organizations. This plan will also serve as a guide for future funding opportunities, as it will enable the County to apply for federal and state grant programs aimed at mitigating hazards and building resilience.

* 1. **SOLICITATION SCHEDULE**

The dates listed below represent the projected solicitation schedule. The County reserves the right to modify this schedule, as needed.

|  |  |  |
| --- | --- | --- |
| **EVENT** | **DATE/DATE RANGE** | **TIME** |
| Solicitation Release | April 8, 2025 | - |
| Pre-Proposal Meeting | April 28, 2025 | 10:00AM CST |
| Due Date for Written Questions | May 2, 2025 | 5:00PM CST |
| Anticipated Posting of Written Responses to Questions | May 5 – May 9, 2025 | - |
| Deadline for Submission of Proposals | May 30, 2025 | 4:00PM CST |
| Administrative Review & Evaluation Period | June 2 – June 13, 2025 | - |
| Anticipated Posting of Recommendation for Award | June 16, 2025 | - |
| Commissioner’s Court Review and Decision | July 2025 | - |
| Anticipated Project Commencement | July/August 2025 | - |

1. **GENERAL INFORMATION AND PROVISIONS**
	1. **VALIDITY OF PROPOSALS:** All proposals submitted in response to this RFP must remain valid and open for acceptance for a period of ninety (90) days from the proposal submission deadline. During this period, the Respondent agrees not to withdraw or modify their proposal, except as may be requested or agreed upon by the County. If the proposal is not accepted within this period, it will be deemed to have expired, and the Respondent may withdraw their proposal without penalty. The County reserves the right to extend the validity period with mutual written agreement from the Respondent.
	2. **PUBLIC INFORMATION:** All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after a contract is awarded. The County strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFP information.
	3. **TYPE OF CONTRACT:** The resulting contract from this RFP will be a firm-fixed-price contract. The awarded firm will be required to execute a professional services agreement with the County, outlining the terms and conditions of the services to be provided, the scope of work, performance standards, and payment terms.
	4. **COMPLIANCE WITH REQUIREMENTS:** Respondents shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions as directed. Failure to comply with all requirements contained in this RFP or incomplete proposals will be considered non-responsive and subject to rejection.
	5. **OWNERSHIP OF SUBMITTED PROPOSALS:** Proposals and any other information submitted by respondents in response to this RFP shall become the property of the County.
	6. **CONDITIONAL PROPOSALS:** Proposals that are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to rejection by the County, at its option.
	7. **EVALUATION OF PROPOSALS:** The evaluation of the proposals shall be based on the requirements described in this RFP. All properly submitted proposals will be reviewed, evaluated, and ranked by the County in accordance with Section 6 of this RFP.
	8. **RESERVATION OF RIGHTS:** The County reserves the right to reject any and all proposals, in whole or in part, for any reason deemed appropriate by the County, without liability to any respondent. The County further reserves the right to negotiate with any respondent or to award a contract based on the proposal deemed to be in the best interest of the County, regardless of price, if such action is deemed to be in the public interest. The County may amend, modify, or withdraw this RFP at any time, and no respondent shall have any claim or cause of action against the County for such actions. Additionally, the County reserves the right to request additional information or clarifications from respondents, and to make final decisions regarding the scope, terms, and conditions of the resulting contract. All rights, powers, and discretion reserved herein are cumulative and may be exercised by the County in its sole discretion, without notice or liability to any respondent.
	9. **ACCEPTANCE OF EVALUATION METHODOLOGY:** By submitting its proposal in response to this RFP, Respondent accepts the evaluation process and acknowledges and accepts that determination of the “most qualified” respondent will require subjective judgments by the County.
	10. **NO REIMBURSEMENT FOR COSTS:** Respondent acknowledges and accepts that any costs incurred from the Respondent’s participation in this RFP shall be at the sole risk and responsibility of the Respondent. The County will not compensate Respondents for any expenses incurred in proposal preparation or for any presentations that may be made, unless agreed to in writing in advance or required by law.
	11. **ADDITIONAL SERVICES:** The County reserves the right to add or remove services as needed.
2. **SCOPE OF SERVICES**

The County seeks a qualified consultant/firm to assist in the development of a comprehensive Hazard Mitigation Plan (HMP) that identifies and addresses risks posed by various natural and man-made hazards, with the aim of reducing vulnerability and enhancing community resilience. The selected consultant/firm will be responsible for the following services:

1. **Project Management and Coordination:**
* Provide a dedicated project manager to oversee the planning process, ensuring timely delivery of all required services.
* Coordinate with County staff, stakeholders, and relevant agencies throughout the project.
* Organize and conduct monthly progress meetings with County officials to provide status updates, discuss findings, and ensure alignment with project goals.
* Develop a project timeline with clear milestones and deliverables to track progress and ensure deadlines are met.
1. **Data Collection and Hazard Identification:**
* Collect and review relevant data from County departments, local agencies, and other available sources to identify hazards affecting the County, such as flooding, severe weather, wildfires, earthquakes, and other relevant threats.
* Conduct a comprehensive hazard analysis, including both historical and potential future hazard events.
* Work with local emergency management and public safety departments to validate and refine the identified hazards.
* Provide a detailed summary of identified hazards, including maps, historical data, and vulnerability assessments.
1. **Vulnerability and Risk Analysis:**
* Assess the County’s exposure and vulnerability to the identified hazards.
* Identify vulnerable populations, infrastructure, and critical facilities at risk of being impacted by identified hazards.
* Perform a risk analysis that includes estimating potential losses, damages, and consequences of specific hazards based on current conditions and projected future scenarios.
* Use GIS mapping tools and other data analysis methods to assess risks and vulnerabilities in a spatial context.
1. **Stakeholder Engagement and Community Involvement:**
* Develop and implement a comprehensive public engagement strategy to involve the community in the planning process, including public meetings, workshops, surveys, and online tools.
* Engage stakeholders such as local government agencies, first responders, public health officials, business owners, non-profit organizations, and the general public to ensure their perspectives are reflected in the plan.
* Facilitate discussions and collaborate with County staff and relevant stakeholders to identify local priorities, opportunities for mitigation, and existing efforts.
* Conduct interviews and/or focus groups with key stakeholders to gather qualitative data on hazards, risks, and mitigation needs.
1. **Mitigation Strategy Development:**
* Identify and prioritize specific mitigation actions that will reduce the County’s risk and vulnerability to the identified hazards.
* Develop a range of mitigation strategies, including structural and non-structural measures, to address both immediate and long-term risk reduction needs.
* Ensure that proposed mitigation strategies align with state and federal programs, including FEMA’s Hazard Mitigation Grant Program (HMGP) and other funding sources.
* Include cost-benefit analysis for each proposed mitigation action, evaluating feasibility and the potential impact on the community.
1. **Plan Documentation and Reporting:**
* Develop a comprehensive Hazard Mitigation Plan document that complies with FEMA and state requirements, including:
	+ An executive summary.
	+ A description of the planning process, stakeholder engagement, and public participation.
	+ Detailed hazard and risk assessments.
	+ A prioritized list of mitigation actions and implementation strategies.
	+ A discussion of resources needed for plan implementation, including potential funding sources.
	+ A strategy for plan maintenance and future updates.
* Provide a clear outline of roles and responsibilities for plan implementation, monitoring, and updates.
* Deliver the plan in a format that can be submitted for FEMA review and approval.
1. **Compliance and FEMA Approval Process:**
* Ensure the HMP complies with FEMA’s requirements for local hazard mitigation plans, including those outlined in the Robert T. Stafford Disaster Relief and Emergency Assistance Act and the Disaster Mitigation Act of 2000 (DMA 2000).
* Facilitate the formal approval process with FEMA, ensuring the plan is eligible for future funding opportunities.
* Provide assistance in addressing any feedback or revisions required by FEMA during the review process.
1. **Plan Adoption and Implementation:**
* Assist the County with the adoption process, including presenting the final plan to the County Board of Commissioners or other appropriate governing bodies.
* Support the County in creating an implementation strategy, including timelines, responsible parties, and resources required to execute mitigation actions.
* Recommend monitoring and evaluation mechanisms to assess the effectiveness of the plan over time and to ensure continuous improvement.
1. **Training and Capacity Building:**
* Provide training for County staff and stakeholders on the implementation of the Hazard Mitigation Plan, including understanding and applying mitigation strategies, conducting risk assessments, and maintaining the plan.
* Offer guidance on how to incorporate hazard mitigation planning into the County’s existing emergency management, land use, and development planning processes.
1. **Final Deliverables:**
* A fully documented and approved Hazard Mitigation Plan, inclusive of all required components.
* Executive Summary of the plan, suitable for distribution to the public and key stakeholders.
* GIS-based hazard and risk maps, as well as any other relevant data products.
* Any edits that may be required to the plan by the County or other authority, before or after submission for approval.
* A presentation to the County Commissioner’s Court to formally present the completed plan.
* A final report summarizing the planning process, findings, and recommended actions.

The awarded respondent will be expected to deliver all services in close collaboration with the County and provide monthly progress updates, ensuring transparency and alignment throughout the planning process.

1. **PROPOSER QUALIFICATIONS AND ELIGIBILITY**
	1. **ELIGIBLE PROPOSERS**

Only individuals or firms from lawfully formed business organizations may apply. The County will contract only with the individual and/or firm that submits a responding proposal and is not on hold with the Texas and/or Federal Government. Individuals and/or firms will be on contract and will not be considered an employee of the County, nor will the firm and/or individual be eligible for any benefits provided by the County.

* 1. **STATE AND FEDERAL DEBARMENT AND EXCLUSION**

By submitting a response to this RFP, the respondent certifies that neither the respondent nor its principals are currently debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this procurement by any federal or State of Texas department or agency. If the respondent is unable to certify any of these statements, an explanation must be provided with their submission. Debarment, pending debarment, ineligibility, or voluntary exclusion by any federal or State of Texas department or agency may result in the respondent being deemed non-responsible. By signing and submitting a proposal for this RFP, the respondent certifies compliance with this requirement.

* 1. **RESPONSIVE PROPOSALS**

In order for a respondent to be eligible for award, the proposal must be responsive to the requirements outlined in this RFP. Responsive proposals are those that comply with all material aspects of the RFP. Proposals which do not comply with all the requirements of the RFP may be rejected and deemed non-responsive.

* 1. **RESPONSIBLE RESPONDENTS**

In order for a respondent to be eligible for award, respondent must be responsible. Responsible respondents are those prospective respondents who, at a minimum, must:

* Have adequate financial resources, as required, during performance of the Contract. The respondent must demonstrate its financial capability, including financial resources. This can be satisfied by a letter from the respondent’s financial institution stating its current financial worthiness and creditability.
* Have the necessary technical capability to perform.
* Can comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments.
* Have a satisfactory record of past performance.
* Certify that they are not on the U.S. Comptroller General's list of ineligible Contractors.
* Demonstrate that they are qualified providers of the services being offered.
* Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
1. **INSTRUCTIONS TO PROPOSERS**
	1. **COMMUNICATIONS WITH COUNTY STAFF**

From the issuance date of this RFP until the contract award, all communication regarding this solicitation must be directed solely to the designated RFP contact listed in this document. Any attempt by a respondent or its representatives to communicate with County staff, or other individuals involved in the procurement process outside of the designated contact, may result in disqualification of the proposal. This includes, but is not limited to, unsolicited contact regarding the proposal's status, technical clarifications, or lobbying efforts. Respondents are prohibited from engaging in discussions or correspondence with County staff that may be perceived as influencing the outcome of the selection process. All questions or requests for clarification must be submitted in writing to the designated RFP contact, who will issue official responses to all respondents.

* 1. **PRE-PROPOSAL MEETING**

A virtual pre-proposal meeting will be held to provide interested respondents with an overview of the project and to answer any questions regarding the requirements of this RFP. Attendance at the pre-proposal meeting is strongly encouraged, as it may offer valuable insights into the scope of services, the RFP submission process, and the County's expectations for the project.

Meeting Details:

**Date:** Monday, April 28, 2025

**Time:** 10:00AM (Central Standard Time)

**Location:** Virtual Meeting (Link to be provided below)

Virtual Meeting Link:

<https://us05web.zoom.us/j/2829971347?pwd=BN209xJZ8Khfq6qTeTiiyrR3oMEQw3.1&omn=87240243165>

During the meeting, County staff will provide an overview of the project and be available to answer any questions. Oral answers provided during the meeting will be considered non-binding, questions or clarifications that result in the need to amend the RFP must be submitted in writing as indicated in Section 5.3.

* 1. **PRE-PROPOSAL QUESTIONS OR CLARIFICATIONS**

All questions or requests for clarifications regarding this RFP must be submitted in writing to the designated contact by the deadline specified in the solicitation schedule. Formal responses will be provided through written addenda and posted on the County’s website as soon as practicable. The names of respondents submitting questions will not be disclosed. Oral explanations or discussions during the solicitation process, including discussions or questions asked at any pre-proposal meeting or site visit are not binding, and only written responses issued in the addenda will be considered official. It is the responsibility of each respondent to ensure they have received all relevant addenda before submitting their proposal.

* 1. **PRE-PROPOSAL CHANGES TO RFP**

Any changes to the terms, conditions, specifications, or requirements of this RFP may be made by the County prior to the proposal submission deadline. Such changes will be communicated to all prospective respondents in the form of written amendments or addenda to the RFP.

Respondents must acknowledge receipt of all amendments or addenda, and failure to do so may result in disqualification of the proposal. All responses to the RFP must conform to the revised requirements, including any modifications made by addenda.

The County is not responsible for any discrepancies or misunderstandings due to the respondent’s failure to consult the addenda or amendments issued before the proposal deadline.

* 1. **PROPOSAL MODIFICATIONS PRIOR TO DEADLINE**

A respondent may modify their proposal at any time prior to the submission deadline by submitting a written request to the designated contact. The modification must clearly indicate which part of the original proposal is being changed, and the respondent must resubmit the entire modified proposal. Modifications received after the submission deadline will not be considered. It is the responsibility of the respondent to ensure that all modifications are received and acknowledged by the County before the deadline. Any modified proposals will be evaluated along with the original submission, and the most current proposal will be used for consideration.

* 1. **REQUIRED PROPOSAL CONTENTS**

The proposal shall address the following items:

1. **RESPONDENT’S BACKGROUND**
* Provide a statement of interest for the project.
* Provide a brief history of the respondent and any consultant(s)/subcontractor(s) proposed for the assigned project including when the firms were established, type of ownership and office locations. If more than one (1) office is listed, indicate the office that will manage the project. If the firm has changed name or ownership within the last three (3) years indicate the former name.
1. **APPROACH TO SERVICES**
* Understanding of the project services desired and proposed approach to providing those services in accordance with the schedule.
* Provide an overall approach to quality and provide specifics on policies and procedures to be utilized to ensure complete, accurate, and quality deliverables.
* State any unique qualities and/or experience possessed by the respondent and consultant(s)/subcontractor(s) that will be utilized for this project.
* State any innovative ideas and approaches that are anticipated to be utilized for this project.
1. **DEMONSTRATED KNOWLEDGE OF THE WORK REQUIREMENTS**

Describe the respondent’s and consultant’s unique qualifications, experience and approach in the following areas:

* Hazard Mitigation Planning and Risk Assessment
* Stakeholder and Community Engagement
* Technical Expertise in Risk Mapping and GIS Analysis
* Development and Prioritization of Mitigation Strategies
* Compliance with FEMA and State Requirements
* Sustainability and Long-Term Planning
1. **STAFF QUALIFICATIONS AND AVAILABILITY TO UNDERTAKE THE PROJECT**
* Provide a project team matrix and staffing plan in a graphical organization chart and/or table identifying the project manager and key project team members and their areas of expertise.
* Describe the Project Manager's role in previous projects of similar nature elaborating unique qualifications of the Project Manager.
* Provide a statement on the availability and commitment of the respondent’s and any consultant’s/subcontractor’s assigned principal(s) and professionals to undertake the assigned project.
* Provide a listing of number of professional staff by discipline located in the office that will manage the project.
* Provide resumes of key personnel from the respondent and any consultant(s)/subcontractor(s) who will be assigned to this Project. Please limit resumes to two (2) pages per person.
1. **PERFORMANCE ON PAST REPRESENTATIVE PROJECTS**

List a maximum of six (6) projects for which the respondent and any consultant(s)/subcontractor(s) has provided services that are most related to this project. List the projects in order of priority, with the most relevant project listed first. For each consultant that is named in the proposal indicate the projects they also worked on. Provide the following information for each project listed:

* Project name, location, and description;
* Project original schedule and describe any deviation;
* Description of professional services respondent provided for the project; and
* Consultant/Subcontractor References;

References shall be considered relevant based on specific project participation and experience with the respondent. The County may contact references during any part of this process. The County reserves the right to contact any other references at any time during the RFP process.

1. **COST PROPOSAL**

The County is seeking the highest quality, most professional services available. While cost is certainly an important factor in this project, it will not be the sole basis on which proposals are evaluated. The Cost Proposal shall be submitted in a sealed envelope, separate from the Technical Proposal.

* 1. **TAXES:** The County is a tax-exempt organization. Respondents should not include any taxes in their cost proposals, except for those that are explicitly required by law.
	2. **FORMAT OF PROPOSALS**
1. Proposals must be prepared simply and economically, providing a straightforward, concise description of the respondent’s ability to meet the requirements of this RFP. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of the County’s needs.
2. All proposals must be submitted in a clear, organized, and legible format. Use a standard font (e.g., Arial, size 11 or 12) and 1-inch margins. Proposals should be paginated and include a table of contents for easy reference.
3. Proposals must be printed on letter-size (8-1/2” x 11”) paper and stapled in the upper left-hand corner. The proposal should be clear and concise and should not include elaborate covers or tabbed sections.
4. Number all pages of the proposal sequentially (1, 2, 3, etc.).
5. With the exception of the Cost Proposal, additional attachments shall NOT be included with the proposal. Only the responses to the items identified in Section 5.6 of this RFP will be used by the County for evaluation.
	1. **SUBMISSION INSTRUCTIONS**

All proposals in response to this RFP must be submitted in accordance with the instructions outlined below. Failure to follow these instructions may result in the disqualification of the proposal.

1. **Document Submission Requirements:**

Respondents must submit their response in the following format:

* One (1) printed original of the technical proposal;
* Four (4) printed copies of the proposal;
* One (1) printed original of the cost proposal, submitted in a separate envelope; and
* One (1) PDF version of the entire proposal (technical and cost), saved and submitted on a USB flash drive.
1. **Submission Deadline:**

Proposals received after the specified deadline will not be considered under any circumstances. The County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp will be the official time of receipt.

1. **Submission Method:**

Proposals may be submitted either by mail or in person at the following address:

Crockett County, TX

909 Avenue D

Ozona, Texas 76943

ATTN: Frank Tambunga, Crockett County Judge

1. **Envelope/Package Labeling:**

The exterior of the envelope or package containing the proposal should clearly be marked with the following information:

*Proposal for RFP # 2025-001*

*CROCKETT COUNTY HAZARD MITIGATION PLAN*

*Submitted by: [Company Name]*

*Due Date: May 30th, 2025*

* 1. **NON-RESPONSE TO SOLICITATION**

If you have chosen not to respond to this solicitation, please email the contact for this RFP and advise the reason.

1. **EVALUATION AND AWARD**

The County intends to select a respondent that demonstrates, in the County’s opinion, the highest degree of technical merit, expertise and qualifications. The County will evaluate the proposals in accordance with the criteria set forth below. The total evaluation points, as separately determined by each evaluation committee member, will be added together, and each proposal will be ranked in numerical sequence, from the highest to the lowest score. The County reserves the right to require written clarification to questions raised in the proposal. The County will not be liable for any expense incurred in the preparation of the proposal. The County shall be under no obligation to return any proposal to this RFP or other material submitted as a result of this RFP.

* 1. **BEST VALUE**

The County reserves the right to award the contract based on the "best value" to the organization, which may include factors other than just the lowest price. In evaluating proposals, the County will consider the factors identified below. The proposal offering the best overall value, as determined by the County through a formal evaluation process, will be selected, even if it is not the lowest-priced proposal. The County’s decision in determining best value is final.

* 1. **ADMINISTRATIVE REVIEW**

Upon submission, all proposals will undergo an administrative review to ensure they meet the minimum requirements and comply with the submission guidelines set forth in this RFP. This review is non-evaluative and focused on administrative compliance.

* 1. **EVALUATION CRITERIA**

The proposals will be evaluated by the County and will be based on the items outlined in Section 5.6, and any addenda thereto. The award of this Contract shall be made to the respondent, whose proposal in the opinion of the County, best meets the established criteria listed herein. The following criterion has been established by which all proposals will be evaluated:

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| --- | --- |
| **EVAULATION ITEM** | **WEIGHT** |
| Demonstrated Knowledge of the Work Requirements | 30% |
| Cost Proposal | 20% |
| Staff Qualifications and Availability to Undertake the Project | 15% |
| Approach to Services | 15% |
| Performance on Past Representative Projects | 10% |
| Compliance with Instructions | 10% |

* 1. **NEGOTIATIONS**

Following the evaluation of proposals, the County reserves the right to enter into negotiations with the highest-ranked or selected proposer(s) to finalize the terms of the contract. Negotiations may cover, but are not limited to, pricing, scope of work, delivery schedules, performance expectations, and any other terms deemed necessary by the County to meet its objectives.

* 1. **NOTICE OF RECOMMENDATION FOR AWARD**

Following the evaluation of submitted proposals, all respondents will be notified of the County’s recommended award by either email or by posting the notice on the County’s website. Please note that this notice of recommendation is for informational purposes only and is not official or binding. The recommended award is subject to final approval by the County Commissioner’s Court, the funding agency, or any other relevant governing body. Only after such approval is granted will the award be considered official, and a formal contract will be executed with the selected respondent. Respondents are advised that the County reserves the right to reject any proposal or to negotiate terms before proceeding with a final award.

* 1. **CONTRACT EXECUTION**

Upon all necessary approvals, the County will prepare and submit a final contract to the awarded respondent at the address provided in the Solicitation or via email. The awarded respondent shall execute the contract within ten (10) days after the receipt of the contract.

1. **CERTIFICATIONS AND ASSURANCES**
	1. **COMPLIANCE WITH STATE OF TEXAS CONTRACT CLAUSES**

The awarded respondent shall comply with all applicable contract clauses required by the State of Texas, including those set forth in state laws, regulations, and executive orders. This includes, but is not limited to, compliance with provisions related to equal employment opportunity, non-discrimination, and other state-specific legal requirements that may be applicable to this contract. The respondent agrees to incorporate these clauses into any subcontractor agreements and ensure adherence throughout the duration of the project. The County reserves the right to require the awarded respondent to modify any agreement to remain in compliance with state requirements.

* 1. **CONTRACTING WITH SMALL BUSINESSES, MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, VETERAN-OWNED BUSINESSES, AND LABOR SURPLUS AREA FIRMS**

To the maximum extent possible, if the awarded respondent intends to subcontract any portion of its work, it will be expected to ensure that small businesses, minority businesses, women’s business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor’s list) are considered as set forth below:

1. These business types are included on solicitation lists;
2. These business types are solicited whenever they are deemed eligible as potential sources;
3. Dividing procurement transactions into separate procurements to permit maximum participation by these business types;
4. Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types; and
5. Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
	1. **COMPLIANCE WITH FEDERAL CONTRACT CLAUSES**

The awarded respondent shall comply with all applicable provisions set forth in Appendix II to Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Rules), as prescribed by the U.S. Department of Homeland Security and the Federal Emergency Management Agency (FEMA). This includes, but is not limited to, the specific contract provisions for non-federal entity contracts under federal awards, which are required to be included in contracts utilizing federal funds. The respondent agrees to adhere to all relevant federal requirements and ensure that all subcontractors or third parties involved in the project also comply with these provisions. The respondent will be responsible for ensuring that these provisions are incorporated into any subcontracts or agreements related to this project.

These provisions can be located here: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/appendix-Appendix%20II%20to%20Part%20200>

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**RESPONDENT INFORMATION AND OFFER STATEMENT**

By signing below, the respondent certifies that the information provided in this submission is accurate and complete to the best of their knowledge. The respondent acknowledges and agrees to comply with all terms, conditions, and specifications outlined in this solicitation. This submission is made in accordance with the applicable laws, regulations, and procurement policies. The respondent further certifies that the individual signing this document is authorized to bind the respondent to the terms of this proposal.

***\*Respondent is REQUIRED to sign this page and return with the submitted response. An unsigned bid or proposal will be deemed non-responsive.***

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| --- |
| **Respondent Information** |
| **Respondent’s** **Legal Name:** |  |
| **Business Name****(*if different from above*):** |  |
| **Business Address:** |  |
| **City, State, Zip Code:** |  |
| **Tax ID Number** **(*TIN OR EIN*):** |  |
| **DUNS Number** **(*if applicable*):** |  |
| **SAM.gov UEID #****(*if applicable*):** |  |

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| --- |
| **Contact Information** |
| **Contact Person Name:** |  |
| **Phone Number:** |  |
| **Email Address:** |  |

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| --- |
| **Authorized Representative Information** |
| **Name of Authorized Representative:** |  |
| **Title/Position:** |  |
| **Phone Number:** |  |
| **Email Address:** |  |

**Certification and Signature**

By signing below, the undersigned certifies that the respondent has reviewed and understands all terms and conditions of the solicitation and has the legal authority to submit this response on behalf of the organization. The undersigned acknowledges that the response is binding and that any misrepresentation may result in disqualification.

**Authorized Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CERTIFICATION REGARDING RECEIPT AND ACKNOWLEDGEMENT OF ADDENDA**

By signing below, the undersigned certifies that the respondent has received and reviewed all addenda issued in relation to the solicitation or contract identified above and acknowledges the following:

1. **Receipt of Addenda**: The respondent confirms that it has received all addenda which have been issued as part of the solicitation process or as amendments to the original contract documents.
2. **Review and Acknowledgment**: The respondent has reviewed the content of all addenda and understands how each addendum modifies or clarifies the original solicitation or contract documents. The respondent acknowledges that any changes or requirements included in the addenda will be incorporated into the respondent’s proposal or performance of the contract.
3. **No Misunderstanding or Dispute**: The respondent certifies that there are no misunderstandings or disputes regarding the addenda and that all modifications or clarifications have been accounted for in the respondent’s proposal and subsequent obligations under the contract.
4. **Contractor Responsibility**: The respondent acknowledges full responsibility for complying with all the terms and conditions of the original solicitation or contract as modified by the addenda, and understands that failure to comply may result in disqualification or other consequences as determined by the contracting agency.

**Signature and Acceptance**

The undersigned certifies that the information provided herein is accurate and complete to the best of its knowledge, and that the respondent has received, reviewed, and understood all addenda issued in relation to the solicitation or contract.

**Respondent Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
**Authorized Representative Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
**Authorized Representative Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
**Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

By signing and submitting this certification, the undersigned certifies to the best of its knowledge and belief that the contractor (or its principals):

* **(a)** **Is not currently debarred, suspended, proposed for debarment, or declared ineligible for award of contracts by any state or federal agency**;
* **(b)** **Has not been convicted of or had a civil judgment rendered against it for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a state or federal contract or grant**;
* **(c)** **Is not currently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses listed in FAR 9.4**;
* **(d)** **Has not, within a three-year period preceding this certification, been convicted or had a civil judgment rendered against it for violation of federal or state laws involving fraud, bribery, or a false claim or statement**;
* **(e)** **Is not currently, nor has been, subject to any proceedings relating to debarment, suspension, or exclusion under 2 CFR 180 (OMB guidelines) or FAR Subpart 9.4**.

**1. Certification Regarding Federal Criminal Offenses and Civil Fraud Violations**

* **(a)** **If the contractor is an individual, and it has been convicted or had a civil judgment rendered against it for any of the violations listed above, or is under indictment for such violations, the contractor must notify the contracting officer immediately**.
* **(b)** **If the contractor is a corporation, partnership, or other legal entity, and any principal of the organization (officers, directors, or partners) has been convicted of or has a civil judgment rendered against them for the same violations listed above, the contractor must immediately notify the contracting officer**.

**2. Subcontractors and Exclusions**

* **(a)** The contractor will ensure that it verifies, before awarding any subcontract in excess of $25,000, that the proposed subcontractor is not listed on the **List of Excluded Parties** in the System for Award Management (SAM) or the Excluded Parties List System (EPLS).
* **(b)** The contractor will require its subcontractors to comply with the same debarment and suspension certification requirements and to notify the contractor if they are debarred, suspended, or excluded from state or federal contracting.

**3. Exception to Certification**

* **(a)** If the contractor cannot make the certifications above, the contractor must provide an explanation, detailing the circumstances of any exclusions or pending actions regarding debarment, suspension, or proposed debarment.
* **(b)** The contractor must attach any relevant supporting documents to the explanation if necessary.

The undersigned certifies that the information provided above is true and correct to the best of its knowledge and belief. The undersigned acknowledges that providing false information on this certification may result in the contractor being subject to penalties, including debarment or suspension from federal contracting.

**Contractor Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
**Authorized Representative Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
**Authorized Representative Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
**Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**CERTIFICATION OF COMPLIANCE WITH EQUAL OPPORTUNITY AND NON-DISCRIMINATION LAWS**

By signing below, the undersigned certifies to the best of its knowledge and belief that the contractor (or its principals):

1. **Equal Employment Opportunity (EEO) Compliance**: The contractor complies with **Executive Order 11246**, as amended, prohibiting discrimination based on race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or protected veteran status. This includes employment decisions such as hiring, compensation, promotions, and terminations.
2. **Affirmative Action**: The contractor implements an **Affirmative Action Plan (AAP)** as required under **41 CFR Part 60**, and complies with the **Rehabilitation Act** and **Vietnam Era Veterans' Readjustment Assistance Act** for individuals with disabilities and protected veterans.
3. **Non-Discrimination in Employment**: The contractor agrees to not discriminate against employees or applicants based on race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or protected veteran status, in accordance with **FAR 52.222-26** (Equal Opportunity Clause).
4. **Subcontractor Compliance**: The contractor ensures that any subcontractor (with contracts over $10,000) adheres to the same non-discrimination and equal opportunity requirements.
5. **Recordkeeping and Reporting**: The contractor maintains records on employment practices, and provides annual reports to the **Office of Federal Contract Compliance Programs (OFCCP)**, as required, and cooperates with compliance reviews.
6. **Harassment and Training**: The contractor has a written policy against harassment and provides training on non-discrimination practices to all employees.

**Signature and Acknowledgement**

The undersigned affirms that the information provided above is accurate and that the contractor is in full compliance with all applicable federal non-discrimination laws. The contractor will maintain compliance throughout the term of the contract.

**Contractor Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
**Authorized Representative Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
**Authorized Representative Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
**Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**CERTIFICATION REGARDING LOBBYING**

By signing below, the undersigned certifies to the best of its knowledge and belief, that:

1. **No Lobbying Activities with Federal Funds**: The contractor, or any person or entity acting on its behalf, has not engaged in any lobbying activities as defined in **31 U.S.C. 1352** (The Byrd Amendment), nor will it use any federal funds for such purposes during the performance of the contract.
2. **Disclosure of Lobbying Activities**: If applicable, the contractor has submitted **SF-LLL (Disclosure of Lobbying Activities)** to the contracting agency, as required by **31 U.S.C. 1352**, and discloses any lobbying activities with non-federal funds that may be related to the contract.
3. **No Payments for Lobbying**: No funds have been used or will be used to pay any person or organization to influence or attempt to influence any federal agency or Congress regarding the award or performance of this contract, except as permitted by law.
4. **Subcontractor Certification**: The contractor will require any subcontractors, if applicable, who are awarded subcontracts exceeding **$100,000** to submit a similar certification, and will ensure compliance with this requirement.
5. **Certification of Accuracy**: The contractor certifies that all information provided in this certification is accurate and that no funds, either federal or non-federal, will be used for lobbying activities unless disclosed in the **SF-LLL** form.

**Signature and Acknowledgement**

The undersigned further certifies that the contractor will comply with the provisions of **Public Law 101-121** (the Anti-Lobbying Act) and **31 U.S.C. 1352** regarding lobbying restrictions, and will take necessary actions to ensure that neither it nor its subcontractors engage in improper lobbying activities during the performance of this contract.

**Contractor Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
**Authorized Representative Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
**Authorized Representative Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
**Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**