

**BID 2020-11**  
**HOUSTON COUNTY, TEXAS**  
**ADVERTISEMENT -- AMENDED**  
**EXTENDED TO JUNE 4, 2020**

**DISASTER RECOVERY CONSULTING SERVICES**

Notice is hereby given that the County of Houston, Texas is soliciting responses for **DISASTER RECOVERY CONSULTING SERVICES**. Interested and qualified respondents may submit RFP Packages, according to the requirements described herein, to Houston County, 401 E. Goliad, Ste 204, Crockett, Texas, 75835. **All RFP Packages are due by or before 3:00 pm on Thursday, June 4, 2020.** Any packages delivered to or received after the 3:00 pm deadline will not be considered and shall be returned unopened to the addressee.

Houston County seeks consulting service assistance to support the County's disaster recovery operations to expedite financial recovery and mitigation to minimize impacts from future disasters. The ideal candidate shall possess demonstrated experience in disaster recovery programs, and have extensive knowledge and expertise in the operations of the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) Program, Hazard Mitigation Program (HMP), and other federal and state programs to ensure full compliance with all federal, state, and local laws.

Any and all questions or requests for information relating to this Request for Proposal shall be **submitted in writing** by or before 4:00 pm on May 26, 2020.

**Contact Information:** Roger Dickey, Emergency Management Coordinator  
Email: [rdickey@co.houston.tx.us](mailto:rdickey@co.houston.tx.us)  
(936)544-7175

Melissa Jeter, County Auditor  
Email: [mjeter@co.houston.tx.us](mailto:mjeter@co.houston.tx.us)  
(936)544-3255 x 232

**Interested firms may not contact any staff member of Houston County, Texas, except the above referenced individual with regard to this RFP. All inquiries will be routed to the appropriate staff member for response.**

RFP Packages **MUST** be submitted in a **SEALED** envelope/container and clearly marked on the exterior of the package: **DISASTER RECOVERY CONSULTING SERVICES**. Each package submitted must have the respondent's name and mailing address marked plainly on the outside of the envelope/container. Each package shall consist of one (1) original paper submittal and five (5) copies **OR** (1) original paper submittal and one (1) USB flash drive containing one (1) Color PDF of the original documents of the RFP Package which shall include all required documents and any supplemental information.

**Mail or Ship RFP Packages to:                      OR                      Hand Deliver RFP Packages to:**

**HOUSTON COUNTY, TEXAS**  
**Attn: Melissa Jeter**  
**RFP – Disaster Recovery Consulting Services**  
**401 E. Goliad, Ste 204**  
**Crockett, TX 75835**

## **I. INTRODUCTION**

### **A. Purpose:**

The Houston County, Texas is accepting sealed Request for Proposal packages. The purpose of this Request for Proposals is to solicit responses from qualified firms to provide consulting service assistance to support the County's disaster recovery operations; to expedite financial recovery and mitigation through the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) Program, Hazard Mitigation Program (HMP) and other federal and state programs; to ensure full compliance with all federal, state, and local laws in order to limit any subsequent audits and reviews; and to minimize impacts from future disasters.

### **B. RFP Contact Information for Questions:**

Any and all questions or requests for information relating to this Request for Proposal shall be **submitted in writing** by or before 3:00 pm, May 26, 2020.

### **C. Contact Information:**

Roger Dickey, Emergency Management Coordinator  
Email: [rdickey@co.houston.tx.us](mailto:rdickey@co.houston.tx.us)  
(936)544-7175

Melissa Jeter, County Auditor  
Email: [mjeter@co.houston.tx.us](mailto:mjeter@co.houston.tx.us)  
(936)544-3255 x 232

## **II. Interested firms may not contact any staff member of Houston County, Texas, except the above referenced individual with regard to this RFP. All inquiries will be routed to the appropriate staff member for response.**

### **A. Addenda:**

Any and all clarifications, answers to questions, or changes to this RFP shall be provided through a County-issued Addendum. Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered "unofficial" and shall not bind the County to any requirements, terms or conditions not stated herein.

The County shall make every possible, good faith effort to issue any and all addenda no later than three (3) days prior to the due date for proposals. Any addenda issued after this date, shall be for material, necessary clarifications to the Request for Proposal.

### **B. Due Date & Location:**

Packages submitted in response to this Request for Proposal must be delivered to and received by Houston County by or before 3:00 pm, June 4, 2020. Any packages received after this deadline will be deemed unresponsive and shall be returned to the addressee unopened.

Mail or Ship RFP Packages to:                   OR                   Hand Deliver RFP Packages to:

**HOUSTON COUNTY, TEXAS**  
**Attn: Melissa Jeter**  
**RFP – Disaster Recovery Consulting Services**  
**401 E. Goliad, Ste 204**  
**Crockett, TX 75835**

**C. RFP Response Packaging Instructions:**

To be considered, submit one (1) original paper submittal with five (5) copies **OR** (1) original paper submittal and one (1) USB flash drive containing one (1) Color PDF of the original documents of the RFP Package which shall include all required documents and any supplemental information. RFP Packages must be in a SEALED envelope/container and clearly marked on the exterior of the package: DISASTER RECOVERY CONSULTING SERVICES.

Each package submitted must also have the respondent's company name and mailing address marked plainly on the exterior of the envelope/container.

**D. Evaluation of Responses:**

All properly submitted RFP Packages may be evaluated by an Evaluation Committee if administration determines. If so, each Evaluation Committee Team Member will receive a set of all RFP packages submitted and a copy of the RFP document with all issued Addenda.

The County desires to avoid the expense to all parties of unnecessary presentations. However, the County may elect to conduct oral interviews or presentations from one or more of the respondents in order to make a final determination of the top rankings. If the County elects to conduct oral interviews or presentations, selected firms will be notified.

County Staff may consider any evidence available regarding financial, technical, other qualifications and abilities of a respondent, including past performance (experience) with the County/City prior to recommending approval of award.

Houston County, Texas reserves the right to reject any or all proposals, waive irregularities or minor formalities, or award to/negotiate with the firm whose proposal best serves the interest of the County.

**E. Contract Award:**

A decision shall be made to enter into negotiations with the selected firm with the intention of coming to agreement over terms, conditions, and pricing in order to award a contract for the services described herein. There is no guarantee a contract will be awarded.

**F. Contract Performance:**

At any point in time during the term of the Contract with the awarded Consultant, County Staff may review records of performance to ensure that the Consultant is continuing to provide sufficient financial support, equipment and organization as prescribed herein. The County may place said contract on probationary status and implement termination procedures if the County determines that the Consultant no longer possesses the financial support, equipment and organization which would have been necessary during the RFP evaluation period in order to comply with this demonstration of competency section.

### **III. General Requirements**

#### **A. Background:**

Houston County, Texas seeks consulting service assistance to support the County's disaster recovery operations; to expedite financial recovery and mitigation through the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) Program, Hazard Mitigation Program (HMP), and other federal and state programs; to ensure full compliance with all federal, state, and local laws in order to limit any subsequent audits and reviews; and to minimize impacts from future disasters. The ideal candidate shall possess demonstrated experience in disaster recovery programs and must have extensive knowledge and expertise in the operations of FEMA PA and HMP.

#### **B. Scope of Work: - Specific tasks include, but are not limited to, the following:**

##### **FEMA Public Assistance Advisory Services**

Possess extensive knowledge related to the Stafford Disaster Relief and Emergency Assistance Act provisions and regulations (44CFR and 2 CFR 200), and Sandy Recovery Improvements Act (SRIA) of 2013, FEMA Public Assistance Program & Policy Guide, and Public Assistance Alternate Procedures Pilot Program guidance for debris removal and permanent work.

Develop and execute a process/system for the County, from inception through the project closeout, to prepare and submit its disaster recovery program; this is to include documentation, procurement, contracts, payroll, and grant submission support.

Develop and execute processes for obtaining, analyzing and gathering field documentation including, but not limited to, records related to procured goods and services, timekeeping, and force account labor and equipment; this should include processes for disaster debris monitoring services.

Attend all meetings with FEMA, state and insurance representatives, as well as participate regularly with the County's designated FEMA workgroup.

Identify and communicate risks within the County's operation that could preclude its ability to optimize reimbursement.

Possess the expertise to assist in the preparation of accurate PA emergency and permanent work project estimates including but not limited to cost estimating, developing detailed damage descriptions and dimensions, scope of work, and accurate force account labor and equipment summary reports.

##### **Financial, Payroll, and Grant Management**

Ensure County disaster recovery and restoration processes comply with laws, regulations and guidelines to maximize reimbursement for eligible disaster expenditures and to minimize timing for reimbursement.

Possess the expertise to assist in all disaster-recovery financial reimbursement and reporting processes required by FEMA, State or other agency. Ensure there are no duplications of submission if varying agencies are involved.

Possess the expertise to assist the County through FEMA, State (or other agency) guidelines to capture force account labor eligible expenses accurately for timesheets and project cost accounting. Assist in the review of County personnel policies to ensure compliance for eligible cost reimbursement.

Possess the expertise to assist the County through federal, state (or other agency) guidelines to ensure the capture of relevant data related to procured goods and services. Provide oversight of contractor's billing to ensure all costs eligible for disaster grant funding are documented and claimed.

Perform interval review and reconciliation of actual project spending to ensure project costs are accurately captured.

Ensure County documentation is sufficient to respond to Office of Inspector General (OIG) audits and reviews.

#### **Procurement and Contract Management/Monitoring Support**

Ensure County disaster recovery and restoration procurement processes comply with laws, regulations and guidelines as required by federal, state or other agencies.

Possess the expertise to assist in the review of County Purchasing policies to ensure compliance for eligible cost reimbursement.

Develop processes for ensuring compliance related to contract monitoring and contract close-out as required by federal, state, or other agencies.

Ensure County documentation is sufficient to respond to Office of Inspector General (OIG) audits and reviews.

#### **Information Technology & Data Management**

Possess the expertise to assist County staff in the development of IT solutions that support the management and implementation of disaster recovery programs.

Develop processes for the County to properly collect data and document information as necessary to optimize compliance with federal, state, or other agencies.

Ensure County documentation is sufficient to respond to Office of Inspector General (OIG) audits and reviews.

#### **Insurance and Other Funding Support**

Review and understand the County's insurance coverage in order to ensure the County's disaster recovery and restoration processes comply with laws, regulations and guidelines as required by federal, state, or other agencies.

Develop process to assist the County in routing eligible expenses correctly, including insurance coverage guidelines.

Possess the expertise to assist the County with identifying other disaster recovery funding opportunities, including Community Development Block Grant Disaster Recovery programs.

Ensure there are no duplications of funding or submissions if varying agencies are involved.

**Hazard Mitigation Support**

Provide expertise in identifying, developing and evaluating opportunities for the development of hazard mitigation programs to reduce or eliminate risk from future events.

Possess the expertise to assist the County in preparing relevant documentation and analysis related to hazard mitigation grant programs.

Ensure County hazard mitigation programs comply with laws, regulations and guidelines as required by federal, state or other agencies.

**Emergency Management Support Services**

Provide expertise related to post-disaster recovery continuity of operations, training, development of teams, monitoring, review and test of plans related to future events.

**CFR 200 Compliance Language – Procurements**

While assisting the County with project procurements or in the event the vendor must procure additional resources post-contract award, the awarded Proposer will strictly adhere to 2 CFR 200 procurement rules. This includes adhering to the strictest provisions of Federal, State, and Local Procurement Rules, Regulations and/or Ordinances, etc.

**Vendor Billing**

The winning vendor will be engaged in direct project work; therefore, indirect billing is not anticipated and must be pre-approved by the County. All direct project costs will be concisely billed to specific project codes established by the County. Vendor invoices will be categorized by: project code and must include:

- Name
- Position
- Billing Rate
- Total Hours
- Costs
- Project
- Sub-task

**Term of Contract**

The proposed stand-by contract will be for a term of five (5) years for a period ending December 31, 2025. The contract may be extended by agreement of both parties for two (2) additional two (2) year periods under the same terms and conditions.

**Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]-Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by

49 CFR part 20, "New Restrictions on Lobbying." 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 shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

**Suspension and Debarment**

This contract 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 the contractor and none of 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).

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.

This certification is a material representation of fact relied upon by Houston County. 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 (name of state agency serving as grantee and name of sub grantee), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**C. Sub-Contractors:**

If the Consultant elects to sub-contract with any firm, for any portion of the work, the Consultant shall be responsible for all work performed by any sub-contract and the Consultant shall not be relieved of any obligations under this Contract.

Each Respondent shall submit a list of proposed sub-contractors to be used if awarded the contract. Each Respondent must provide a list of Sub-Contractors, under Section 3: Qualifications and Experience, and attach a copy of any and all licenses and certificates for each sub-contractor listed and submit with each copy of the RFP Package. If subcontractors are to be included in the proposal, all terms and conditions must be disclosed including method and reason for selection, subcontractor compensation, and subcontractor billing rate. At the County's request, provide all internal sub-contractor documentation for federal reimbursement review.

If no sub-contractors are proposed, so state there on.



At any time, the County may, at its discretion, require any Respondent to submit all relevant data required to establish to the satisfaction of the County, the reliability and responsibility of the proposed sub-contractors to furnish and perform the work proposed.

Prior to the award of the Contract, the County will notify the Respondent in writing if the County, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-contract. The Respondent then may, at his option, withdraw his RFP Package, or submit an acceptable substitute at no increase in price. If the Respondent fails to submit an acceptable substitute within seven (7) days of the original notification, the County then may disqualify the Respondent, at no cost to the County.

The County reserves the right to disqualify any Consultant, Contractor, Sub-Contractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Sub-contractors and other persons and organizations proposed by the Respondent and accepted by the County, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the County.

#### **IV. CONTRACT REQUIREMENTS**

##### **A. Insurance Requirements:**

The Consultant shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the County of Aransas Pass. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Texas. The Consultant shall furnish proof of Insurance to Houston County, Texas prior to the commencement of operations. The Certificate(s) shall clearly indicate the Consultant has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include Houston County, Texas as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Consultant of its liability and obligations under this Contract.

##### **Certificate Holder Address:**

The Consultant shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$1,000,000 aggregate to protect the Consultant from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the Consultant, or by anyone directly employed by or contracting with the Consultant.

The Consultant shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The Consultant shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$1,000,000 combined single limit for bodily injury and property damage liability to protect the Consultant from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned



automobiles, including rented/hired automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by a Consultant.

The Consultant shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The Consultant shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by law for the State of Texas.

In the event of unusual circumstances, Houston County may adjust these insurance requirements.

**B. Licenses, Permits & Fees:**

The Consultant shall be responsible for obtaining and holding any and all necessary licenses, permits, certifications required to perform the work described herein throughout the duration of the contract. Payment of any fees or fines resulting in the lack of permits, licenses or certifications shall be the sole responsibility of the Consultant.

**C. Contract Agreement & Term:**

The intent of Houston County is to select the number one ranked firm through the evaluation process and to award a contract upon successful negotiations to that firm. It is anticipated that the County will issue a consulting services contract for the duration of the project. The initial contract term shall be for a period of three (3) years, with an option to renew in one (1) year increments, for a period of two (2) one-year renewals.

It is expressly understood that the County's selection of any proposal does not constitute an award of a contract agreement with the County. Once the County has selected a proposal, contract negotiations will follow between the County and the selected respondent; it is further expressly understood that no contractual relationship exists with the County until a contract has been executed by both the County and the selected respondent.

It is expressly understood that upon award of a contract by the County, the Contractor is not guaranteed any work or payment for services. The County shall issue Task Orders stating the scope, duration, and payment amounts or rates for any work to be performed by Contractor under the awarded contract. Task Orders will be issued and signed by the Contractor prior to any work commencing. Task Orders may be terminated or amended at any time by the County.

**D. Applicable Law:**

The contract shall be governed by and construed in accordance with the laws of the State of Texas excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Consultant shall comply with applicable federal, state, and local laws and regulations.

**E. Termination:**

Failure on the part of the Consultant to comply with any portion of the duties and obligations under the contract agreement shall be cause for termination. If the Consultant fails to

perform any aspect of the responsibilities described herein, the County shall provide written notification stating any and all items of non-compliance. The Consultant shall then have seven (7) consecutive calendar days to correct any and all items of non-compliance. If the items of non-compliance are not corrected, or if acceptable corrective action as approved by the County, has not been taken within the seven (7) consecutive calendar days, the Contract Agreement may be terminated by the County for cause, upon giving seven (7) consecutive calendar days written notice to the Consultant.

In addition to the above, the County may terminate the contract agreement at any time, without cause, upon thirty (30) days written notice to the Consultant.

**F. Indemnification:**

The Consultant agrees to indemnify and save harmless the County, its agents, officers and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Consultant under the contractual agreement. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the County, any other party indemnified hereunder, the Consultant, or any third party.

**G. Public Records:**

Proposers should be aware that this Request for Proposals and all responses thereto are public records. If submitting documents which the proposer contends are exempt from disclosure under the State of Texas Act, the proposer shall provide a written statement at the time of submittal which shall describe the documents filed and which shall fully explain why the documents are designated as exempt from disclosure and must specifically cite any statute or other legal authority in support of such designation. Any such document shall be clearly designated as such on its face by the proposer and accompanying cover letter at the time of submittal and shall be placed in an envelope other than white. Each page of each document shall be marked "CONFIDENTIAL". Failure to identify confidential and/or proprietary information prior to submission of the proposal may result in such information being subject to release.

**H. Availability of Funds:**

It is expressly understood and agreed that the obligation of the County to issue any future contracts as a result of RFP's is conditioned upon the appropriation of funds by the County.

**I. Compliance with Laws:**

Consultant understands that the County is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Consultant agrees during the term of the agreement that Consultant will strictly adhere to this policy in its employment practices and provision of services. Consultant shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Texas, and local laws and regulations, as now existing and as may be amended or modified.

**J. Stop Work Orders:**

1. Order to Stop Work:

Houston County, may, by written order to Consultant at any time, and without notice to any surety, require Consultant to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Consultant, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Consultant shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, Houston County shall either:

- a) Cancel the stop work order; or
- b) Terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

2. Cancellation or Expiration of the Order:

If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Consultant shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Consultant price, or both, and the contract shall be modified in writing accordingly, if:

- a) The stop work order results in an increase in the time required for, or in Consultant's properly allocable to, the performance of any part of this contract; and
- b) Consultant asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if Houston County decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

3. Termination of Stopped Work:

If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

4. Adjustments of Price:

Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

**K. Representation regarding Contingent Fees:**

Consultant represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Consultant's proposal.

**L. Acknowledgement of Amendments:**

Proposers shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The

acknowledgment must be received by the County by the time and at the place specified for receipt of proposals.

**M. Certification of Independent Price Determination:**

The proposer certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other proposer or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate the prices proposed.

*Note: The following clause shall be completed and conspicuously placed within the response*  
PROSPECTIVE CONSULTANT'S REPRESENTATION REGARDING CONTINGENT FEES: The prospective Consultant represents as a part of such Consultant's proposal that such Consultant has/has not (*use applicable word or words*) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

**N. E-Payment:**

The County agrees to make payment in accordance with Texas law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the County within thirty (30) days of receipt of invoice.

**O. E-Verification:**

If applicable, Consultant represents and warrants that it will ensure its compliance with the E-Verify Program, and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the state. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Consultant agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Consultant agrees to provide a copy of each such verification. Consultant further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Consultant to the following:

1. Termination of this contract for services and ineligibility for any state or public contract in the State of Texas for up to three (3) years with notice of such cancellation/termination being made public;
2. The loss of any license, permit, certification or other document granted to Consultant by an agency, department or governmental entity for the right to do business in Texas for up to one (1) year; or
3. Both.

In the event of such cancellations/termination, Consultant would also be liable for any additional costs incurred by the County due to Contract cancellation or loss of license or permit to do business in the State.

**P. Transparency:**

This contract, including any accompanying exhibits, attachments, and appendices, is subject to all applicable state and local laws, ordinances, and charters. If a public records request is made for any information provided to the County pursuant to the Agreement, the County shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the Agreement shall be liable to the other party for disclosures of information required by court order or required by law.

**Q. Trade Secrets, Commercial and Financial Information:**

It is expressly understood that Texas law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the terms of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

**V. REQUEST FOR PROPOSALS SUBMITTAL REQUIREMENTS**

**A. Respondent Responsibilities:**

Respondents are responsible for any and all costs associated with developing and submitting an RFP Package in response to this Request for Proposals. Respondents are also solely responsible for any and all costs associated with interviews and/or presentations requested by the County. It is expressly understood, no Respondent may seek or claim any award and/or reimbursement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

All RFP Packages received in response to this Request for Proposals shall become the property of Houston County and will not be returned. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the County.

By submitting an RFP Package, each Respondent certifies that the proposer has fully read and understands any and all instructions in the Request for Proposals, and has full knowledge of the scope, nature, and quality of work to be performed. All RFP Packages submitted shall be binding for one hundred twenty (120) consecutive calendar days following the submittal due date.

**B. RFP Package Submittal Format:**

The RFP Package format must sufficiently address and demonstrate all required components and follow the order of sections described below. The aim of the required format is to simplify the preparation and evaluation of the RFP Packages.

**All RFP Packages must include the following components:**

**Section**

1. RFP Checklist
2. Cover Letter
3. Qualifications and Experience
4. Proposed Strategy and Technical Approach
5. Auditing History

6. Proposed Pricing
7. Socioeconomic Contractors
8. Administrative Information

**C. RFP Package Components:**

All of the components outlined below must be included with each copy of the RFP Package and submitted as follows: (1) one original submittal and (5) copies OR one (1) original submittal and (1) one USB flash drive containing one (1) Color PDF of the original documents on 8 1/2" X 11" pages.

Maximum Submittal – 25 pages.

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified as follows:

**Section 1: RFP Checklist (Complete and Submit)**

Complete and provide page 16.

**Section 2: Cover Letter**

Provide a cover letter not exceeding two (2) pages, which is signed by an officer of the firm who is responsible for committing the firm's resources.

The cover letter should provide the following:

- Respondent's name, primary contact name, business address, phone number, fax number and e-mail address;
- Name and title of the individual with responsibility for the response and who will receive correspondence regarding this RFP;
- A brief statement of the respondent's understanding of the services required and qualifications to provide disaster recovery consulting services;
- A brief company background statement to include, but not limited to, years in business, corporate structure, professional affiliations, and capability of meeting deadlines;
- Such other information as the respondent deems appropriate.

**Section 3: Qualifications and Experience**

In this section, respondent shall provide firm and staff qualifications and demonstrate the firm's prior experience in providing disaster recovery consulting services including in accordance with FEMA and other federal programs. Respondent shall clearly demonstrate an understanding of the scope of work and other technical or legal issues related to the project. Provide history of any litigation within the past five (5) years arising out of the firm's performance as it relates to the scope of services being solicited.

Provide copies of the following, if applicable:

- Current Applicable Department of Professional Regulation License(s);
- Current Applicable Certification(s);
- A list of Sub-Contractors with credentials and related experience.

#### **Section 4: Proposed Strategy and Technical Approach**

In this section, respondent shall provide the firm's proposed strategy in representing the County in responding to non-declared and/or declared disasters, and shall also provide the firm's technical approach to perform the scope of services requested to include procedures, methodologies, resources, systems, etc.

#### **Section 5: Auditing History**

In this section, respondent shall demonstrate the firm's prior experience in defending and maintaining federal program reimbursements.

#### **Section 6: Proposed Pricing**

In this section, respondent shall fill out and submit the proposed hourly rates on the rate sheet provided herein. Any and all positions that may perform any work required under the scope of services should be included in this rate sheet. Proposed base rates, fringe & overhead, profit, and proposed billing rates shall be provided by each respondent. Please provide the name and specific office location for the staff member holding each position. For evaluation purposes, the County will calculate an average base rate for each respondent, using all of the proposed base rates submitted on the hourly rate sheet.

Respondents shall be scored based on a pro-rata distribution of points according to the average base rate for each Respondent. The Respondent with the lowest average proposed base rate shall receive the maximum points possible, and all other Respondents shall receive a score based on the rates provided herein (see p.17).

#### **Section 7: Socioeconomic Contractors**

Provide current copy of certificate of MBE/WBE/DBE.

#### **Section 8: Administrative Information**

Please include the following:

- Proof of Liability Insurance and its limits
- ~~Drug Free Work Place Form (Complete and Submit)~~ (removed 5/26/2020 mj)
- RFP Affidavit (Complete and submit)
- RFP Affidavit of Solvency (Complete and Submit)
- Conflict of Interest Disclosure Form
- Acknowledged Addenda



**HOUSTON COUNTY, TEXAS  
ADVERTISEMENT**

**REQUEST FOR PROPOSALS CHECKLIST  
for**

**DISASTER RECOVERY CONSULTING SERVICES**

**COMPANY NAME:** \_\_\_\_\_

SECTION	CHECKLIST	CHECKBOX	(COUNTY USE ONLY)
<b>1</b>	<b>RFP Checklist</b>		
<b>2</b>	<b>RFP Cover Letter</b>		
<b>3</b>	<b>Qualifications and Experience:</b>		
	▪ Current Applicable Department of Professional Regulation License(s)		
	▪ Current Applicable Certification(s)		
	▪ A list of Sub-Contractors with credentials and related experience		
<b>4</b>	<b>Proposed Strategy and Technical Approach</b>		
<b>5</b>	<b>Auditing History</b>		
<b>6</b>	<b>Proposed Pricing</b>		
	▪ Hourly Rate Form (Complete and Submit ATTACHMENT A)		
<b>7</b>	<b>Socioeconomic Contractors</b>		
<b>8</b>	<b>Administrative Information</b>		
	▪ Proof of Liability Insurance and its limits		
	▪ RFP Affidavit (Complete and submit ATTACHMENT B)		
	▪ RFP Affidavit of Solvency (Complete and Submit ATTACHEMENT C)		
	▪ Conflict of Interest Disclosure Form (Complete and Submit ATTACHMENT D)		
	▪ Acknowledged Addenda (If Applicable)		

**SUBMIT**

ONE (1) ORIGINAL AND FIVE (5) COPIES

**OR**

ONE (1) ORIGINAL AND (1) USB FLASH DRIVE CONTAINING ONE (1) COLOR PDF OF THE ORIGINAL DOCUMENTS

**HOURLY RATE FORM**

**ATTACHMENT A**

TO: HOUSTON COUNTY  
 CROCKETT, TEXAS  
**REQUEST FOR PROPOSALS *for***  
**DISASTER RECOVERY CONSULTING SERVICES**

**Key Program Management Personnel:** The Proposer shall identify all Key Program Management and Personnel for the Project. Provide detailed resumes (limited to two (2) pages) showing related experience.

<b>PROGRAM MANAGMENT</b>			
<b>POSITION</b>	<b>NAME</b>	<b>CITY/STATE</b>	<b>HOURLY RATE</b>
<i>Example: Program Manager</i>			
<b>OPERATIONS</b>			
<b>POSITION</b>	<b>NAME</b>	<b>CITY/STATE</b>	<b>HOURLY RATE</b>
<i>Example: On-Site Inspector</i>			
<b>ADMINISTRATIVE SUPPORT</b>			
<b>POSITION</b>	<b>NAME</b>	<b>CITY/STATE</b>	<b>HOURLY RATE</b>
<i>Example: Administrative Assistant</i>			
<p><b>*Other Program Staff:</b> The Proposer shall identify Other Program Staff hourly rate(s). The Proposer may add additional lines if necessary.</p>			

All hourly rates provided shall be inclusive of all expenses incurred and submitted by:

\_\_\_\_\_  
 Print Authorized Name and Title:

\_\_\_\_\_  
 Authorized Signature and Date:

**AFFIDAVIT FORM**

**ATTACHMENT B**

TO: HOUSTON COUNTY  
CROCKETT, TEXAS  
**REQUEST FOR PROPOSALS for**  
**DISASTER RECOVERY CONSULTING SERVICES**

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

Before me, the undersigned authority \_\_\_\_\_ (AFFIANT NAME), personally appeared, who, being duly sworn, deposes and says he is \_\_\_\_\_ (TITLE) of \_\_\_\_\_ (COMPANY/FIRM), the respondent submitting the attached proposal for the services covered by the RFP documents for DISASTER RECOVERY CONSULTING SERVICES.

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the firm’s proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

The undersigned has executed this Affidavit, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Affiant Signature  
\_\_\_\_\_  
Title

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced identification.

Notary Public: \_\_\_\_\_

[NOTARY SEAL]

My commission expires: \_\_\_\_\_

**AFFIDAVIT OF SOLVENCY FORM**

**ATTACHMENT C**

TO: HOUSTON COUNTY  
CROCKETT, TEXAS  
**REQUEST FOR PROPOSALS for  
DISASTER RECOVERY CONSULTING SERVICES**

PERTAINING TO THE SOLVENCY OF \_\_\_\_\_ (COMPANY/FIRM),

being duly sworn I, \_\_\_\_\_ (AFFIANTNAME)–(ex.,  
CEO, Officer, President, Duly Authorized Representative, etc.,) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Affiant Signature

\_\_\_\_\_  
Title

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced identification.

Notary Public: \_\_\_\_\_ My

[NOTARY SEAL]

commission expires: \_\_\_\_\_

**CONFLICT OF INTEREST FORM**

**ATTACHMENT D**

**TO: HOUSTON COUNTY CROCKETT,  
TEXAS REQUEST FOR PROPOSALS for  
DISASTER RECOVERY CONSULTING SERVICES**

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of Houston County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore, must avoid situations in which financial or other considerations may adversely affect or have the appearance of adversely affecting the consultant's/contractors professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

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Please check the appropriate statement:

I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Print Legal Name of Authorized Respondent: \_\_\_\_\_

Print Title of Authorized Respondent: \_\_\_\_\_

Signature of Authorized Respondent: \_\_\_\_\_

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