



JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6

Karen J. Stewart, MBA, CTP Business Manager: Purchasing Agent

6550 Walden Rd., Beaumont, Texas 77707 Phone: 409-842-1818 Fax: 409-842-2729

**Legal Notice
Advertisement for Invitation for Proposals**

July 28, 2015

You are hereby invited to submit a proposal in accordance with (RFP 15-015/KJS) Request for Proposals for the Five (5) Year Update to the Jefferson County Drainage District No. 6 Hazard Mitigation Plan for 2016-2020. Specifications may be obtained from Jefferson County Drainage District No. 6 offices located at 6550 Walden Rd., Beaumont, Texas or, for more information regarding proposal documents you may call Paula Anderson at (409) 8421818. Electronic packets are available upon request to kstewart@dd6.org.

Proposals are to be sealed and addressed to Jefferson County Drainage District No. 6 and marked "Administrative Sealed Proposal" with "(RFP 15-015/KJS) Five (5) Year Update to the Jefferson County Drainage District No. 6 Hazard Mitigation Plan for 2016-2020" on the outside of the envelope. Proposers shall forward an original and three (3) copies of their proposal to the address shown below. The District does not accept proposals submitted electronically. Late proposals will be rejected as non-responsive. Administrative proposals will be publicly opened and only the names of responding firms will be read aloud in the Jefferson County Drainage District No. 6 boardroom at the time and date below. Proposers are invited to attend the administrative sealed proposal opening.

PROPOSAL NAME: Five (5) Year Update to the Jefferson County Drainage District No. 6 Hazard Mitigation Plan for 2016-2020
PROPOSAL NUMBER: RFP 15-015/KJS
DUE DATE/TIME: 2:00 PM, Thursday, September 10, 2015
MAIL OR DELIVER TO: Jefferson County Drainage District No. 6
6550 Walden Rd.
Beaumont, Texas 77707

We look forward to your active participation in this solicitation.

Sincerely,

Karen J. Stewart, MBA, CTP
Business Manager: Purchasing Agent
Jefferson County Drainage District No. 6

Publish: Beaumont Enterprise Thursday July 30th & August 5th, 2015

RFP 15-015/KJS
Five (5) Year Update to the Jefferson County Drainage District No. 6
Hazard Mitigation Plan for 2016-2020.

Proposals Due: 2:00 PM, Thursday September 10, 2015

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Proposal Submittal Checklist

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

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

Proposer shall check each box indicating compliance.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PACKAGE

- Cover sheet identifying the contract/project being proposed, the name and address of the Proposer, the date of the proposal, and the telephone and facsimile numbers of Proposer.
- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the Proposer is providing or has provided Operational Assessment Services of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Proposer and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Proposer and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- Same contract with compensation sections blank.
- One (1) original and three (3) copies of the proposal should be mailed or delivered no later than **2:00 AM CST, Thursday, September 10, 2015**, to the Jefferson County Drainage District No. 6, 6550 Walden Road, Beaumont, Texas 77707.

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

Company

Telephone Number

Address

Fax Number

Authorized Representative (Please print)

Title

Authorized Signature

Date

Introduction to Proposers

1. This Request for Proposal (RFP) is to receive proposals from qualified firms for a Five (5) Year Update to the Jefferson County Drainage District No. 6.

The following items are provided as general information and specifications as required by the Jefferson County Drainage District No. 6 Purchasing Department.

1.1 Vendor Instructions

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

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

1.2 Governing Law

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

1.3 Ambiguity, Conflict, or other errors in the RFP

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

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

1.4 Notification of Most Current Address

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

1.5 **Proposal Preparation Cost**

Cost for developing proposals is entirely the responsibility of Proposers and shall not be charged to the District..

1.6 **Signature of Proposal**

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

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

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

1.7 **Economy of Presentation**

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

1.8 **Proposal Obligation**

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

1.9 **Incorporation by Reference and Precedence**

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

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

1.10 **Governing Forms**

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

1.11 Implied Requirements

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

1.12 Compliance with RFP Specifications

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

1.13 Evaluation

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

1.14 Withdrawal of Proposal

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

1.15 Award

The District reserves the right to award this contract on the basis of the **Best Offer** in accordance with the laws of Texas, to waive any formality or irregularity, to make award to more than one Proposer, and/or to reject any or all proposals.

1.16 Ownership of Proposal

All proposals become the property of Jefferson County Drainage District No. 6 and will not be returned to Proposers.

1.17 Disqualification of Proposer

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

1.18 Contractual Development

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

1.19 Assignment

The selected vendor may not assign, sell, or otherwise transfer this contract without written permission of the Jefferson County Drainage District Board of Directors.

1.20 Contract Obligation

Jefferson County Drainage District Board of Directors must award the contract, and the President of the Board or other person authorized by the Board of Directors, must sign the contract before it becomes binding on the District or the Proposer. Binding agreements shall remain in effect until all products and/or services covered by this proposal have been satisfactorily delivered and accepted.

1.21 Termination

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

1.22 Inspections

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

1.23 Testing

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

1.24 **Loss, Damage, or Claim**

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

1.25 **Taxes**

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

1.26 **Non-Discrimination**

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

1.27 **Conflict of Interest**

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

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

1.28 **Waiver of Subrogation**

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

1.29 **Acknowledgment of Insurance Requirements**

By signing its proposal, Proposer acknowledges that it has read and understands the insurance requirements for this proposal. Proposer also understands that evidence of required insurance must be submitted within fifteen (10) working days following notification of acceptance of its proposal; otherwise, the District may rescind its acceptance of the Proposer's proposal. The insurance requirements are part of this package.

1.30 General Insurance Requirements

I. Commercial General Liability Limits:

Each Occurrence	\$1,000,000
Fire Damage to Rented Premises	\$ 100,000
Medical Expenses	\$ 5,000
Personal & Adv. Injury	\$1,000,000
General Aggregate	\$2,000,000
Products-Comp/Ops Aggregate	\$2,000,000

II. Auto Liability Limits:

Combined Single Limits for Owned, Hired & Non-Owned	\$1,000,000
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III. Umbrella Liability Limits:

Each Occurrence	\$1,000,000
Aggregate	\$1,000,000

1.31 Worker's Compensation Limits:

Workers' Compensation	Statutory
Employer's Liability	\$ 500,000/500,000/500,000

Prior to commencement of work, Vendor shall furnish ACORD 25 (2010/05) certificates verifying coverage and limits outlined above and other provision set forth below. Such insurance shall be provided by carriers rated by AM Best & Company and deemed acceptable by the District.

Certificates shall document Waiver of Subrogation provisions in favor of the District on Commercial General Liability, Auto Liability, Umbrella Liability, and Workers Compensation policies.

Certificates shall document Additional Insured provisions in favor of the District on Commercial General Liability, Auto Liability, and Umbrella Liability policies.

Certificates shall document reasonable cancellation provisions to protect the interests of the District.

Coverage and Limits set forth above are minimum requirements and may be adjusted by the District to include higher limits and other coverage such as Professional Liability, Pollution Liability, USL&H, Jones Act, and Protection & Indemnity.

Please direct Certificates of Insurance to the attention of Paula Anderson, Administrative Assistant for approval and further handling.

Paula Anderson, Administrative Assistant
Jefferson County Drainage District No. 6
6550 Walden Rd. / P.O. Box 20078, Beaumont, Texas 77720-0078
E-mail: pkanderson@dd6.org Phone: (409) 842-1818

1.32 Delivery of Proposals

All proposals are to be delivered by 2:00 PM CST, central time, Thursday September 10, 2015, to:

**Jefferson County Drainage District No. 6,
Attention: Karen J. Stewart, Purchasing Agent
6550 Walden Road,
Beaumont, Texas 77707**

District Holidays – 2015:

January 1	Thursday	New Year's Day
January 19	Monday	Martin Luther King, Jr. Day
February 16	Monday	President's Day
April 3	Friday	Good Friday
May 25	Monday	Memorial Day
July 3	Friday	Independence Day
September 7	Monday	Labor Day
November 11	Wednesday	Veterans Day
November 26-27	Thursday-Friday	Thanksgiving
December 24-25	Thursday-Friday	Christmas

The District will not accept any proposals received after the stated time and date, and shall return such proposals unopened to the Proposer.

The District will not accept any responsibility for proposals being delivered by third party carriers.

Proposer must submit one (1) original and three (3) exact duplicate, numbered copies of the proposal. Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Proposers will be read aloud.

List the Proposal Number on the outside of the box or envelope and note "Request for Proposal enclosed."

1.33 Questions

Questions may be emailed to Karen J. Stewart, MBA at: kstewart@dd6.org

1.34 Tentative Schedule of Events

July 28, 2015 Issuance of Request for Proposal

September 10, 2015 Deadline Submission (late proposals will not be considered)

September 11, 2015 Proposals distributed to Evaluation Committee

Week of September 14, 2015 Conduct Interview/Best and Final Offer/Short List

Recommendation for Award September 22, 2015 to Board of Directors for Contract

2. Response Format

2.1 Introduction

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

2.2 Organization of Proposal Contents

Each proposal must be organized in the manner described below.

- a. Transmittal Letter
- b. Executive Summary
- c. Table of Contents
- d. Proposer Identifying Information
- e. Proposer Personnel and Organization
- f. Project Requirements
- g. Cost Proposal Appendix A (Use Cost Proposal Form, Page 20)
- h. Other information that may be helpful in the evaluation

2.3 Transmittal Letter

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

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

The transmittal letter must include a statement of acceptance of the terms and conditions of the contract resulting from this RFP. If Proposer takes exception to any of the proposed terms and conditions stated in this RFP, those exceptions must be noted in the transmittal letter. However, Proposer must realize that failure to accept the terms specified in this proposal may result in disqualification of the proposal.

The transmittal letter must include a statement of acceptance of the Standards of Performance for the contract resulting from this RFP.

2.4 **Executive Summary**

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

2.5 **Table of Contents**

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

2.6 **Proposer Identifying Information**

Proposers must provide the following identifying information:

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

2.7 Conflict of Interest

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

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

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

3. Proposal Submittal

The Proposal is due no later than 2:00 PM CST, Thursday September 10, 2015, and shall include the following:

- Cover sheet identifying the contract/project being proposed, the name and address of Proposer, the date of the proposal, and the telephone and facsimile numbers of Proposer.
- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the Proposer is providing or has provided Operations Assessment Services of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Proposer and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Proposer and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- Same contract with compensation sections blank.
- One (1) original and three (3) copies of the proposal should be mailed to delivered to:
Jefferson County Drainage District No. 6
6550 Walden Road, Beaumont, TX 77707
- Explanations, exceptions, comments, etc., pertaining to the specific sections of the specifications. All comments shall be listed and numbered in order of the respective article of the specification.

4. Scope of Services

4.1 Objective

Jefferson County Drainage District No. 6, hereinafter called "the District" is interested in receiving proposals from firms, hereinafter called "the Proposer", interested in submitting a proposal for the 5-Year Update to the Jefferson County Drainage District No. 6 Hazard Mitigation Plan for 2016-2020.

5. Project Requirements

5.1 Objective

Jefferson County Drainage District No. 6 (The District) is soliciting proposals from organizations experienced in updating a comprehensive disaster mitigation plan. The purpose of this request for proposals is to obtain services necessary to update a hazard analysis, and Mitigation Action Plan for Jefferson County Drainage District No. 6 that moderates the effects of disasters indigenous to the area and which meets the Texas Department of Emergency Management (TDEM) and the Federal Emergency Management Administration (FEMA) requirements. The awarded Contractor will be responsible for including the planning process, risk assessment, and mitigation strategy. Proposers will assess The Districts assets and potential hazards, revise mitigation actions, and analyze overall risk assessment for the District.

Proposers will provide a "Prescriptive approach" with an emphasis on action and implementation of hazard mitigation strategies.

Each proposal must include a detailed work plan that details the The Districts Operations Assessment that would be performed for Jefferson County. It shall include detailed personnel assignments. A detailed description of major deliverables to be provided must also be included.

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

5.2 Proposer Experience

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

The proposal must identify all key personnel who are to be part of the proposed consultant team and detail their experience. Jefferson County Drainage District No. 6 reserves the right to approve each member of the team and to request substitutions.

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

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

directly provided by the Proposer under the contract, and whether the Proposer was the contractor or subcontractor.

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

5.3 Proposer Personnel and Organization

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

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

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

The key personnel who are to work on this project, identified in the proposal as such, are considered to be essential to the services to be provided. No substitutions of key personnel following contract award will be made without the prior written consent of the District.

Each of the successful Proposer's personnel is subject to removal from this project by Jefferson County Drainage District No. 6 Board of Directors.. In addition, if the person removed is among the project's key personnel, the replacement must be approved by Jefferson County Drainage District No. 6 Board of Directors. All replacements of key personnel will be paid at the same rate as the person who was replaced, unless the rate normally charged by the replacement is lower, in which case the lower rate will be paid. All replacements of key personnel must be of equal or superior experience as the person replaced.

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

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

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

Proposals should contain a description of the methodology and implementation plan for accomplishing the proposed work. This should include a discussion of schedule and each project

phase including, but not limited to, updating information, hazard analysis, Mitigation Action Plan in a commonly utilized format such as Microsoft Word that will enable the District to modify it or update the plan annually as required by TDEM and FEMA.

6. Proposal Evaluation and Selection Process

6.1 *Introduction*

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

6.2 **Cost Proposal**

The Proposer must utilize the form provided in Appendix A in its submission of a cost proposal in response to this RFP. The cost proposal must be included in each copy of the proposal. Any reworked version of Appendix A that is intended to be a substitute for Appendix A, that is provided by a Proposer may be determined as non-responsive, and may result in the proposal's disqualification.

6.3 **Proposal Evaluation and Selection**

Prior to the receipt of proposals, the District will establish an Evaluation Committee. The Committee is expected to include representatives from various District departments. The Committee shall consist of a minimum of three (3) persons, and shall not exceed (7) persons.

6.4 Evaluation Criteria:

- a. **Responsiveness (20 % of total points).** This refers to the proposal's complete responsiveness to all written specifications and requirements contained in this RFP.
- b. **Implementation Plan (30% of total points).** Emphasis is on the efficiency and comprehensiveness of the methods to be used in performing the Services requested by this RFP and in managing the project.
- c. **Proposer Qualifications (30% of total points).** This refers to the overall qualifications of Proposer and its past experience in providing similar services to those requested by this RFP. It also refers to an evaluation of the quality of Proposer's performance on previous local government projects. . It also refers to an evaluation of the quality of the performance by each member of the Proposer's project team on previous projects with the District and similar projects
- d. **Cost of Professional Services (20% of total points).** This is the expected amount your firm would be compensated for services provided to the District. The District will consider hourly rates, retainer amounts, flat fees or other methods. While this will be an important factor, it will be considered as just one factor in the evaluation and selection process.

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

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

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

Appendix A Cost Proposal

Using this form, each Proposer must state its proposed charges. Each Proposer's charges must include the entire cost of providing the services identified in this RFP.

Cost will be a factor in the District's selection process.

Cost of Five Year Update to the Hazard Mitigation Plan for Jefferson County Drainage District No. 6	\$
Name of Proposer:	
Signature:	
Title:	

Certification

By signing this page, Proposer certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The Proposer has not given, offered to give, nor intends to give at any time. Hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
3. The Proposer hereby certifies that the individual signing the proposal is an authorized Agent for the Proposer and has the authority to bind the Proposer to the contract.

By execution of this document, Proposer accepts all general and special conditions of these specifications. This entire document will be included as part of the final contract for successful Proposer.

Company Submitting Proposal:

Address: _____

City, State: _____

Contact Numbers: _____

Officer's Signature: _____ Date: _____

Printed Name

Proposer Shall Return Completed Form with Offer.