

Lenoir County, North Carolina
Request for Qualifications (RFQ)
Administrative Consulting Services



Proposal Timeline:

Date Issued: Tuesday, August 9th, 2022

Pre-Proposal Conference: None

Deadline for Submission: Friday, August 19th, 2022

TABLE OF CONTENTS

TABLE OF CONTENTS

SECTION 1: INTRODUCTION

SECTION 2: SUBMISSION REQUIREMENTS AND EVALUATION

SECTION 3: SCOPE OF WORK

SECTION 4: GENERAL TERMS AND CONDITIONS

SECTION 5: SPECIFIC TERMS AND CONDITIONS

ATTACHMENT A: PROPOSAL FORM

ATTACHMENT B: REFERENCES

ATTACHMENT C: PRICE PROPOSAL

ATTACHMENT D: OFFEROR'S CERTIFICATION FORM

ATTACHMENT E: CERTIFICATION REGARDING LOBBYING

SECTION 1: INTRODUCTION

A. PURPOSE

Lenoir County seeks to establish a contract with an experienced consultant to provide Administrative Consulting Services to the County. The selected consultant will define and execute services in support of the Streamflow Rehabilitation Assistance Program, hereafter StRAP. The primary focus and responsibility of the program will be the clearing of vegetative debris that impedes the flow of water in six creeks around the County.

B. BACKGROUND

Lenoir County serves approximately 55,000 citizens. Due to the physical location of the County, natural disasters such as hurricanes and flooding affect the area. The County seeks a qualified Consultant to help the County administer a StRAP grant of \$500,000 to

clear debris and improve water flow in the County. This contract will allow essential debris management functions to be accomplished so that flood readiness can be attained and maintained, and so that maximum reimbursement and minimal expenditure by the County can be achieved. No more than 5% of the \$500,000 grant may be used for administrative costs

C. GENERAL INFORMATION

Copies of RFQ forms may be obtained by contacting Assistant County Manager, Mr. Adam Short, or on the Lenoir County Government website at www.lenoircountync.gov. Select *Business* from the list on the top of the webpage, and then click on *Bid Opportunities* then select the RFQ for *Administrative Consulting Services*.

When responding to this RFQ, please follow all instructions carefully. Please submit proposal contents according to the outline specified in Section 2.C Proposal Format Requirements and submit documents according to the instructions in Section 2.B Proposal Submission Requirements and elsewhere in this RFQ. Failure to follow these instructions may result in a proposal being considered non-responsive and being eliminated from consideration.

Negligence or error on the part of any offeror in preparing its proposal confers no right of withdrawal or modification of their bid after the designated submittal deadline.

Failure to return the required documents and information specified in this RFQ may result in a determination that the proposal is non-responsive. All costs associated with preparing a proposal, including any mailing costs, are the offeror's responsibility.

SECTION 2: SUBMISSION REQUIREMENTS AND EVALUATION

A. GENERAL REQUIREMENTS

- Please direct contact regarding this RFQ to the person of contact for this project, Adam Short at adam.short@lenoircountync.gov
- All proposals must be signed by an officer or employee having the authority to sign on behalf of the firm.
- The Terms and Conditions in this RFQ shall supersede any Terms and Conditions offered. Any additional conditions or modifications to the Terms and Conditions that an offeror intends to be considered must be submitted as part of the proposal and be indicated on Attachment A: Proposal Form. Such exceptions may result in the proposal being determined non-responsive.
- Submission of a proposal by the offeror is not to be construed as an award or order.

B. PROPOSAL SUBMISSION REQUIREMENTS

The County will receive proposals until Friday, August 19th, 2022 at 12:00p.m. at the address below. At that point, the County will close the receipt of submissions and begin the evaluation process. Submissions received after the deadline will not be accepted or considered. The County will not be held responsible for the failure of any mail or delivery service to deliver a proposal package prior to the stated submittal deadline.

Submitting firms should submit one (1) original complete proposal package or one (1) electronic PDF version of the proposal in its entirety. All proposal packages must be submitted in a sealed package with, proposal name, offerors name and address, and the date and time of the submittal deadline clearly marked on the outside of the package. Proposal packages shall be delivered to:

Adam Short
Assistant County Manager
101 N. Queen St
Kinston, NC 28501
PO Box 3289

It is solely the offeror's responsibility to ascertain that they have received all required and necessary information, documents, and addenda prior to submitting a response and to ensure that the response is received at the correct location on time.

C. PROPOSAL FORMAT REQUIREMENTS

To facilitate the analysis of proposals, offerors should prepare their proposals according to the instructions outlined in this RFQ and in the order presented below. Proposals should be prepared as simply as possible with straightforward, concise narratives to demonstrate an understanding of the project and services required by the County. Proposals that provide innovative alternatives and creative approaches are encouraged. Any other information thought to be relevant but not applicable to the categories below may be provided as an appendix to the proposal.

Submitted proposals should be organized into the following sections:

- **Letter of Transmittal**

The letter should, at a minimum, acknowledge the offeror's intent to provide timely and professional services to the County and identify the offeror's main point of contact for any communications regarding the submitted proposal.

- **Executive Summary**

Provide a brief narrative that summarizes the proposal and addresses the key benefits, qualifications, and capabilities of the offeror.

- **Company Profile**

Provide a description of the firm's history, ownership, business organization, financial status, overall qualifications, products or services offered, and any relevant licenses held, if applicable.

- Provide evidence of registration and good standing with the North Carolina Secretary of State. In the case of out-of-state corporations, provide a Certificate of Authority as evidence of ability to do business in North Carolina.
- Describe the overall capability of the offeror to fully perform the contract requirements and the moral and business integrity and

reliability which will assure the County of good faith performance as required by these specifications.

- **Understanding and Approach**

Provide a description of the offeror's understanding of the requirements contained in the Scope of Work described in this RFQ. This section should, at a minimum, address the following:

- Expression of the offeror's understanding of the services being Requested.
- Offeror's knowledge of the County's layout and geographic features
- A detailed description of the offeror's intended approach to providing the services identified in the Scope of Work.
- A list of all major tasks to be performed by the offeror and the deliverable products associated with each task. Also include information regarding the timelines associated with the delivery of required tasks.
- Ability and flexibility to meet the County's needs, including availability for meetings to be arranged in person on an as-needed basis.

- **Key Personnel**

Identify all key personnel who will be assigned to the resulting contract and their role on the offeror's team. Describe each individual's experience history, relevant licenses and/or certifications, relevant association memberships, and overall credentials related to the requested services. Also identify all subcontractors/sub consultants who will support the work performed under the resulting contract and define their roles.

- **Past Experience**

Summarize the offeror's overall past experience providing similar services and provide detailed information regarding previously completed projects that were similar in size and scope for government agencies with comparable requirements.

- **References**

Submit a completed Attachment B: References Form. Offerors should include at least three references for similar services provided within the past 10 years.

- **Price Proposal**

Submit a completed Attachment C: Price Proposal.

- Offeror shall provide the total cost to perform the services and a detailed cost breakdown. The cost breakdown shall identify separately the offeror's cost per hour, hours anticipated to accomplish each task, and the total cost associated with each service/task identified in the Scope of Work.
- The hourly cost shall be all-inclusive including subsistence, hotel and other cost(s) associated with housing staff for the project. Mobilization and demobilization costs will not be compensated and should be included in the hourly rate.
- The hourly rate provided on Attachment C: Price Proposal shall also be applicable to any additional work that may be requested beyond that which has been specified in this RFQ.
- Travel time to the Department work sites is not a billable time period.

- **Other Required Forms**

Submit a completed and signed copy of the following forms (provided as part of this RFQ):

- Attachment A: Proposal Form
- Attachment B: References
- Attachment C: Price Proposal
- Attachment D: Offeror's Certification Form
- Attachment E: Certification Regarding Lobbying

D. SIGNATURES

An original signature by an authorized officer of the firm is required on each required form submitted in the required Original version of the proposal submittal package.

Please include evidence of the signatory's authority to bind the firm in the proposal.

E. ADDENDA

Changes or supplemental instructions to this RFQ will be issued in the form of written addendum. All addenda will be posted online along with this RFQ. It is the offeror's responsibility to check for addenda prior to the proposal submittal deadline to ensure that all addenda are received. The County posts all solicitations and related addenda on the Lenoir County website (lenoircountync.gov). All addenda issued in conjunction with this RFQ must be acknowledged on Attachment A: Proposal Form.

F. PRE-PROPOSAL CONFERENCE

No pre-proposal conference is planned for this RFQ.

G. EVALUATION OF PROPOSALS

Proposals will be evaluated according to the evaluation criteria described in this section. Only submittals that are deemed responsive to these criteria from offerors deemed responsible will be evaluated and eligible for award.

The information provided in each proposal will be evaluated according to the following criteria:

- Demonstrated understanding of the project scope and approach to providing the requested services
- Overall capability of the firm to provide the requested services
- Successful experience providing similar services in the past
- Experience working with the responsible County and municipal governmental entities and agencies
- The experience, qualifications, and demonstrated knowledge of the offeror's key personnel
- Availability and accessibility for meetings to be arranged in person on an as needed basis
- Price and timeframe for completion of services and tasks
- Completeness of the proposal
- Other criteria determined appropriate by the County

The County may initiate discussions/interviews with all or selected offerors. Once discussions/interviews are complete, the County may again make a determination regarding whether an offeror is responsible. The County will conduct negotiations with offerors being considered for selection and may obtain best and final offers prior to award.

H. AWARD OF CONTRACTS

The County will award a contract to one (1) offeror from all proposals submitted that is deemed to be fully qualified and best suited to provide the required services, as determined solely by the County, taking into consideration price and the evaluation factors set forth in Section 2.G, Evaluation of Proposals. No other factors or criteria shall be used in the evaluation.

At the County's sole discretion, the County reserves the right to take the following actions in connection with this RFQ:

- To request additional information from any or all offerors
- To judgmentally select the successful bidder and agreement that best meets the needs of the County
- To reject any or all proposals if it determines that proposals are not responsive to the RFQ
- To reject any or all proposals if it determines doing so to be in the best interest of the County
- To reconsider any proposal submitted at any phase of the procurement
- To meet with select offerors at any time to gather additional information
- To have discussions with those offerors that it deems to fall within a competitive range
- To enter into negotiations separately with offerors
- To award a contract, based on initial offers received, without discussion and without conducting further negotiations. Under such circumstances, the acceptance of a proposal by the County shall be deemed to be an acceptance of an offer and that such acceptance will be binding upon both parties.

The County shall not be deemed to have finally selected an offeror until a contract has been successfully negotiated and signed by both parties.

SECTION 3: SCOPE OF WORK

A. GENERAL REQUIREMENTS - Duties will include but not be limited to:

- Pre-Positioned Debris Removal Monitoring Contract Assessment and Solicitation Support: Review pre-positioned contract for disaster debris removal monitoring for compliance with the most current StRAP grant directives. Consultant will make recommendations regarding the compliance of the existing contract and if it is necessary to develop a new RFQ and subsequent contract. If it is found to be necessary, the Consultant will assist with the development of the new compliant RFQ for solicitation of these services.

- Grant Administration and Compliance: Ensure compliance with all StRAP grant requirements and regulations. Establish documentation to show that the grant is being administered properly.
- Supplemental Vendor Services Assessment and Development of RFP and Documentation Procedures: The Consultant will advise the Soil and Water Conservation Director if it would be in the County's best interest to obtain additional contracted services through supplemental vendors to facilitate execution of a disaster debris management effort. If requested, the Consultant will assist the Soil and Water Director in development of RFPs for those services and will research and develop supplemental contracted services documentation procedures.
The Consultant shall also review protocol outside the existing pre-positioned contracts as it relates to all StRAP grant requirements, North Carolina Division of Emergency Management (NCDDEM), North Carolina Department of Transportation (NCDOT), FEMA, FHWA requirements, providing comment and recommendations.
- Meeting for Debris Removal Management Consultants: Work closely with the County to conduct a meeting for debris removal management with contractors if necessary and provide appropriate feedback following the meeting.
- Avoid overbilling: The Consultant will advise the Soil and Water Conservation Department as required to avoid ineligible invoicing and overbilling by other Consultants. Consultant will review daily action plans of all debris removal management and debris removal monitoring to determine level of support required to avoid unnecessary service and cost.

B. SPECIFIC REQUIREMENTS

- Consultant must provide one individual to serve in the capacity described above. If a firm is selected based on an employee expected to be hired and that employee is not hired, the agreement may be null and void. Any changes in personnel by the Consultant must be approved by the Soil and Water Conservation Director.
- Weekly coordination will be required. While the Soil and Water Conservation Department is the place of daily duty to coordinate in person, work requirements will dictate the location of any actual in-person interaction.
- While general insurance is required, the Consultant is not required to carry professional insurance or environmental liability insurance because the nature of this work will not subject the Consultant to such activities. A Certificate of Insurance will be required of the awarded vendor.

SECTION 4: GENERAL TERMS AND CONDITIONS

A. CONTRACTUAL REQUIREMENTS AND TERMS AND CONDITIONS

The following general Terms and Conditions apply to this RFQ solicitation process and will be incorporated into the resulting contract. Any exceptions to the following requirements or other sections of this RFQ should be addressed in the offeror's proposal.

B. ENTIRE AGREEMENT

This RFQ, all attachments to this RFQ, any additional or supplementary documents incorporated herein by reference, any resulting contract, and the selected offeror's submitted proposal contain all the Terms and Conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. This contract shall not be modified, altered, changed, or amended unless in writing and signed by the parties hereto.

C. CONFLICT BETWEEN DOCUMENTS

In the event of a conflict between the contract documents, including these Terms and Conditions and the terms of a purchase order or related document issued by the Office of Purchasing, the contract documents shall control.

D. AVAILABILITY OF FUNDS

A contract shall be deemed in force only to the extent of the grant's allowance. The already received grant of \$500,000 limits spending on administrative costs to 5% or \$25,000.

E. COOPERATIVE PURCHASE

If authorized by the Consultant, the contract resulting from this RFQ may be extended to other public bodies, public agencies, or institutions within the United States to purchase at contract prices and terms. Any public entity that uses the contract shall place its own order(s) directly with the Consultant. Lenoir County is not a party to such contracts and is not responsible for placement of orders, payment, or discrepancies of the participating jurisdictions. It is the Consultant's responsibility to notify the jurisdictions of the availability of contract(s). Offerors who do not wish to extend the terms, conditions, and prices to other public entities shall so indicate in the proposal.

F. NON-DISCRIMINATION

Consultant will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the program which is the subject of this agreement because of race, creed, color, sex, age, disability, or national origin. To the extent applicable, Consultant will comply with all provisions of Executive Order No. 11246 the Civil Rights Act of 1964, P.L. 88-352) and 1968 (P.L. 90-284), and all applicable federal, state and local laws, ordinances, rules, regulations, orders, instructions, designations, and other directives promulgated to prohibit discrimination. Violation of this provision, after notice, shall be a material breach of this agreement and may result, at County's option, in a termination or suspension of this agreement in whole or in part.

G. INDEMNIFICATION

Consultant agrees to defend, indemnify, and hold harmless the County for all loss, liability, claims, or expense (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the Consultant, except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this section to require Consultant to indemnify Lenoir County to the extent permitted under North Carolina law.

H. LAWS AND REGULATIONS

The Consultant shall keep fully informed of all federal, state, and local laws, ordinances, and regulations that in any manner affect the conduct of the work. The Consultant shall at all times observe and comply with all such laws, ordinances, and regulations.

I. RIGHTS UNDER ANTITRUST LAWS

The offeror assigns to the County any and all rights that it may have under the antitrust laws of the United States and the State of North Carolina in any way arising from or pertaining to this proposal. This provision is remedial in nature and is to be liberally construed by any court in favor of the County.

J. IMMIGRATION REFORM AND CONTROL ACT OF 1986

The offeror certifies that he/she does not and shall not during the performance of the contract for goods and services in the State of North Carolina, knowingly employ unauthorized aliens as defined in the Federal Immigration Reform and Control Act of 1986, as amended.

K. ASSIGNMENT OF CONTRACT

A contract shall not be assignable by the Consultant in whole or in part without the written consent of the County.

L. DEFAULT

In the event of default by the Consultant, the County reserves the right to procure the goods and/or services and/or services from other sources and hold the Consultant liable for any excess cost occasioned thereby.

M. INDEPENDENT CONTRACTOR

The Consultant and any employees, agents, or other persons or entities acting on behalf of the Consultant shall act in an independent capacity and not as officers, employees, or agents of the County.

N. NON-EXCLUSIVE CONTRACT

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the selected Consultant. The contract shall not restrict the County from acquiring similar, equal, or like goods and/or services from other sources.

SECTION 5: SPECIFIC TERMS AND CONDITIONS

A. CONTRACTOR QUALIFICATIONS

Firms shall have the capability in all respects to fully perform the services or provide the goods specified and have the experience necessary to assure the County of good faith performance of the contract.

B. CONTRACT/AGREEMENT

Following award, a contract/agreement will be executed between the offeror and the County.

C. METHOD OF ORDERING

The County will issue a purchase order to the Consultant as authorization to provide the goods or services specified on the order.

D. EXAMINATION OF CONDITIONS

Each offeror shall fully investigate site conditions and determine work conditions and take necessary measures to ensure a complete understanding of the specifications and work requirements. Failure to become familiar with the site conditions or work conditions will not relieve the offeror from furnishing all materials or performing the work in accordance with the plans, specifications, or Scope of Work.

E. SCHEDULING AND DELAYS

The parties to a contract resulting from this RFQ acknowledge that all or part of the work to be performed hereunder may be delayed and extended at the option of the County. Such delays may be caused by delays, denials, and modifications of the various state or federal permits, or for other reasons. The County shall not be required to pay any of the Consultant's direct or indirect costs, or claims for compensation, extended overhead, or other damage or consequential damages arising out of or related to any delays or interruptions required or ordered by the County. If the County delays the project for any reason for a continuous period of ninety (90) days or more, the County and Consultant will negotiate a mutually agreeable adjustment to the Consultant's award amount.

F. COMPLIANCE WITH UNIFORM RULES FOR PROCUREMENT (SUPER CIRCULAR, 2 C.F.R.)

Contracts funded with federal grant funds must be procured in a manner that conforms with all applicable Federal laws, policies, and standards. The following additional Terms and Conditions are incorporated into this RFQ and any resulting contract, as required by the Uniform Rules for procurement published by the U.S. Office of Management and Budget's (OMB) Super Circular or the Code of Federal Regulations, Title 2, Chapter 200 (2 C.F.R. 200) as effective December 26, 2014.

- **Debarment and Suspension**

- 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 Consultant is required to verify that none of the Consultant, 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 Consultant 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 Lenoir County. If it is later determined that the Consultant 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 the State of North Carolina and Lenoir County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - The Offeror 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 Offeror further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- Byrd Anti-Lobbying Amendment
 - Consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- Access to Records
 - The Consultant agrees to provide Lenoir County, the State of North Carolina, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - The Consultant agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract.
- DHS Seal, Logo, and Flags
 - The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre approval.
- Compliance with Federal Law, Regulations, and Executive Orders
 - This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- No Obligation by Federal Government
 - The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from the contract.
- Program Fraud and False or Fraudulent Statements or Related Acts
 - The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.
- Full and Open Competition
 - This RFQ is being solicited with the intent to provide full and open competition and no preferences will be assigned based on geographic location or socio-economic status of the offeror.

- Disadvantaged Business Enterprises
 - Qualified small businesses, minority-owned businesses, women-owned businesses and otherwise disadvantaged businesses are encouraged to submit offers in response to this RFQ.

ATTACHMENT A: PROPOSAL FORM

Completed, signed and notarized form shall be submitted with the proposal. Please attach a copy of your registration with the North Carolina Secretary of State.

A. OFFEROR INFORMATION:

Firm/Company Name (legal name):

Mailing Address:

Payment Address (if different from mailing address):

Firm Telephone Number:

Federal Employer Identification Number (FEIN):

Social Security Number (only if FEIN is NOT provided):

Representative Name/Title:

Representative Telephone Number:

Representative Email Address:

B. AUTHORIZATION TO TRANSACT BUSINESS IN NORTH CAROLINA By signature of this form, I certify that the firm identified above in Item A is legally authorized to transact business in the State of North Carolina. *A copy of the Certification of Existence or registration is attached to this form.*

North Carolina Secretary of State Identification Number (SOSID):

- **OR** -

Firm/company is not required to have/maintain registration because:

C. PAYMENT TERMS

☐ Net 30

☐ Other (Specify):

If payment terms are not specified above, then the terms shall be Net 30 Days.

D. ADDENDA

Offeror hereby acknowledges receipt of and incorporation of all requirements of any addenda issued for this RFQ:

Addendum No. Dated:

Addendum No. Dated:

Addendum No. Dated:

Addendum No. Dated:

E. EXCEPTIONS

Indicate if exceptions are requested by acknowledging the appropriate statement below, as applicable:

- ☐ Offeror understands and agrees to all terms, conditions, requirements, and specifications stated herein.
- ☐ Offeror takes exception to terms, conditions, requirements, or specifications stated herein Offeror must itemize all exceptions below (attach additional pages if necessary):

The following exceptions are noted (attach additional sheets if necessary):

NOTE: Exceptions taken from the stated terms and/or specifications may be cause for proposals to be deemed "non-responsive".

F. COOPERATIVE PURCHASING

Offeror will extend terms, conditions and prices to other jurisdictions.

☐ Yes

☐ No

G. PROPOSAL CHECKLIST

This checklist is provided to assist offerors in submitting proposals. The proposal should include the following information in the quantities specified in Section 2.B Proposal Submission Requirements.

- ☐ Proposals developed according to the outline specified in Section 2.C Proposal Format Requirements and according to the instructions in Section 2.B Proposal

Submission Requirements and elsewhere in this RFQ.

- ☐ Attachment A: Proposal Form
- ☐ Attachment B: References Form
- ☐ Attachment C: Price Proposal
- ☐ Attachment D: Offeror's Certification Form
- ☐ Attachment E: Certification Regarding Lobbying
- ☐ Attachment F: Lenoir County Vendor Form and Completed W-9 Form

H. CONFLICT OF INTEREST

The offeror certifies that their proposal has not been arrived at collusively or otherwise in violation of federal, state or local laws. Any purchase order, check requisition or contract from which any agent, officer or employee of the County or any relative thereof, will realize a financial gain, directly or indirectly, shall be void, except that before the execution of a purchase order, check requisition or contract, the County shall have the authority to waive compliance with this section when it finds such action to be in the best interest of the County.

I. AUTHORIZATION

In accordance with the terms, conditions and specifications of this RFQ, the undersigned agrees to furnish the items and/or services requested. The undersigned acknowledges that the proposal is valid for a period of 180 days from the due date and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this RFQ and is authorized to contract on behalf of the firm named below.

Firm Name:

Print Name:

Title:

Signature:

Date:

Subscribed and sworn to before me this day of , 2018. Notary Public:

My Commission expires:

ATTACHMENT B: REFERENCES

Completed form shall be submitted with the proposal. Provide at least three references. References must be for similar services provided and must have been completed within the past 10 years.

Offeror Name:

Reference 1:

Name of Entity or

Business: Street Address:

City, State and Zip Code:

Contact Name and Title:

Phone Number:

Email Address:

Contract Dates:

Contract Amount:

Description of Services Provided:

Offerer Name:

Reference 2:

Name of Entity or

Business: Street Address:

City, State and Zip Code:

Contact Name and Title:

Phone Number:

Email Address:

Contract Dates:

Contract Amount:

Description of Services Provided:

Offeror Name:

Reference 3:

Name of Entity or Business:

Street Address:

City, State and Zip Code:

Contact Name and Title:

Phone Number:

Email Address:

Contract Dates:

Contract Amount:

Description of Services Provided:

NOTE: Attach additional pages, as necessary.

ATTACHMENT C: PRICE PROPOSAL

Completed form shall be submitted with the proposal.

Offeror Name:

Hourly Rate: \$ /hour

SOW Item	Description of Task/Service	Estimated Quantity (Hours)	Unit Price (Estimated Quantity x Hourly Rate)
1	Pre-Positioned Debris Removal Monitoring Contract Assessment and Solicitation Support		\$
2	Grant Administration and Compliance		
3	Supplemental Vendor Services Assessment and Development of RFP and Documentation Procedures		\$
4	Meeting for Debris Removal Management Consultants (if necessary)		\$
TOTAL			\$

NOTE: All rates are to be inclusive of travel, mileage and per diem. No hourly rate or mobilization fee will be charged for travel to and from home office. If travel is directed by the County to a conference or other event outside the jurisdiction, reimbursement for such travel will be considered and will be in accordance with the Federal GSA per diem rates for travel.

ATTACHMENT D: OFFEROR'S CERTIFICATION FORM

Completed, signed and notarized form shall be submitted with the proposal.

To Whom It May Concern:

I have carefully examined the Request for Proposal (RFQ) and any other documents accompanying or made a part of this RFQ.

I hereby propose to perform the services as specified in the Scope of Work of this RFQ at the rates described on the completed Attachment C: Proposal Form.

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

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

It is distinctly understood that Lenoir County reserves the right to reject any or all proposals.

Name of Firm:

Federal Employer Identification Number (FEIN):

Mailing Address:

City, State, Zip Code:

Phone: Email:

Name and Title:

Authorized Signature:

Date:

Subscribed and sworn to before me this day of_, 2018. Notary Public:

My Commission expires:

ATTACHMENT E: CERTIFICATION REGARDING LOBBYING *Completed and signed*

form shall be submitted with each proposal offer exceeding \$100,000.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned [Consultant] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Signature of Consultant's Authorized Official:

Name and Title of Consultant's Authorized Official:

Date: