



**BRAZORIA COUNTY COURTHOUSE
PURCHASING DEPARTMENT
111 E. LOCUST STREET, BLDG. A-29, SUITE 100
ANGLETON, TEXAS 77515**

TEL: 979-864-1825 FAX: 979-864-1034

BRAZORIA COUNTY SOLICITATION DOWNLOAD ACKNOWLEDGMENT

*Failure to return this form may result in disqualification

Charles Crook, CPPB
County Purchasing Director
Brazoria County Purchasing
Courthouse West Annex
451 N. Velasco Street, Suite 100
Angleton, TX 77515

Solicitation Number: RFSQ#10-20 DEPARTMENT OF ENERGY – ENERGY EFFICIENCY GRANT

Open / Due Date: MONDAY, NOVEMBER 16, 2009 AT 2:00 P.M. C.S.T.

VENDORS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 979-864-1034 OR 281-756-1034

Vendor Responsibilities:

Vendors are responsible to download and complete any addendums.
(Addendums will be posted on the Brazoria County website no later than five (5) days prior to bid / proposal opening)
Vendors will submit responses in accordance with requirements stated on cover of document.
Vendors may not submit responses via email or fax

Legal Name of Contracting Company

Contact Person

Complete Mailing Address

Telephone Number

Facsimile Number

Email Address

Signature

Date

BRAZORIA COUNTY REQUEST FOR STATEMENT OF QUALIFICATIONS COVER SHEET

RFSQ #DEPARTMENT OF ENERGY – ENERGY EFFICIENCY GRANT

The enclosed REQUEST FOR STATEMENT OF QUALIFICATION (RFSQ) and accompanying specifications and statement of work are for your convenience in submitting a response for the enclosed referenced products and/or services for BRAZORIA COUNTY.

Sealed responses shall be received no later than:

MONDAY, NOVEMBER 16, 2009 @ 2:00 P.M., LOCAL TIME

PLEASE MARK ENVELOPE: “REQUEST FOR STATEMENT OF QUALIFICATIONS FOR #10-20 DEPARTMENT OF ENERGY – ENERGY EFFICIENCY GRANT ”

Respondents shall not submit pricing in this package. Brazoria County may initiate negotiations with respondents. Award may be made to the best evaluated response taking into consideration the relative importance of price and other factors set forth in the RFSQ.

RETURN RESPONSE TO:

MAILING ADDRESS:

CHARLES CROOK, CPPB
COUNTY PURCHASING DIRECTOR
BRAZORIA COUNTY COURTHOUSE
PURCHASING DEPARTMENT
111 E. LOCUST, BLDG A-29, SUITE 100
ANGLETON, TEXAS 77515

PHYSICAL ADDRESS:

CHARLES CROOK, CPPB
COUNTY PURCHASING DIRECTOR
BRAZORIA COUNTY PURCHASING
COURTHOUSE WEST ANNEX
451 N.VELASCO STREET, SUITE 100
ANGLETON, TEXAS 77515

BRAZORIA COUNTY appreciates your time and effort in preparing this response. Please note that all responses **must be received at the designated location by the deadline shown**. Responses received after the deadline **will not be considered** for the award of the Contract and shall be considered void and unacceptable.

BRAZORIA COUNTY is very conscious and extremely appreciative of the time and effort you have expended to submit a response. We would appreciate it if you would indicate on any “No Offer” response, any requirement of this RFSQ which may have influenced your decision to “No Offer”. If your response to this RFSQ is a “No Offer” response, please complete the Statement of No Offer in this RFSQ and submit.

Any prospective bidder/offerer desiring any explanation or interpretation of the solicitation must make a written request at least five (5) days prior to the scheduled time for the bid/offer opening. The request must be addressed to Charles Crook, County Purchasing Director, at the address stated above or faxed to (979) 864-1034. Any information given to a prospective bidder/offerer concerning this solicitation will be furnished promptly to all other known prospective bidders/offerers as a written amendment/addendum to the solicitation. Brazoria County reserves the right to accept or reject any or all bids/offers as it deems in its best interest and to waive any formalities.

It is the Bidder/Offerer’s responsibility to verify the issuance of Addenda in regard to this Bid/Offer. All Addenda shall be submitted to all known bidders/offerers and shall be posted on the Brazoria County Purchasing Website identified above. Brazoria County shall not be responsible for failed internet connections or power interruptions.



Charles Crook, CPPB
County Purchasing Director
Brazoria County Purchasing Department
111 E. Locust Street, Bldg. A-29, Suite 100
Angleton, Texas 77515

**BRAZORIA COUNTY
RESPONDENT CERTIFICATION**

RFSQ #DEPARTMENT OF ENERGY – ENERGY EFFICIENCY GRANT

LEGAL NAME OF CONTRACTING COMPANY

FEDERAL I.D. # (Company or Corporation)

SOCIAL SECURITY # (Individual)

TELEPHONE NUMBER

FACSIMILE NUMBER

CONTACT PERSON

TITLE

COMPLETE MAILING ADDRESS

CITY & STATE

ZIP CODE

COMPLETE STREET ADDRESS

CITY & STATE

ZIP CODE

EMAIL ADDRESS

CERTIFICATION

By my signature hereon, I certify that the Services that I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Specifications/Statement of Work, other requirements, as well as, the Standard Terms & Conditions. Further, I agree that if my offer is accepted, I shall perform as required in these and any other contract documents that are made a part of the agreement.

SIGNATURE

DATE

Typewritten or Printed Name

Title

Published Dates: THURSDAY, NOVEMBER 5, 2009
TUESDAY, NOVEMBER 10, 2009

BRAZORIA COUNTY CONTRACT SHEET

THE STATE OF TEXAS COUNTY OF BRAZORIA

This memorandum of agreement made and entered into on the ____ day of _____ 2009, by and between Brazoria County in the State of Texas (hereinafter designated County), acting herein by County Judge E. J. King, by virtue of an order of Brazoria County Commissioners' Court, and _____ (hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the Specifications/Statement of Work, other requirements, the Standard Terms & Conditions, as well as any other Terms & Conditions established as a result of negotiations for RFSQ #10-20 Department of Energy – Energy Efficiency Grant are made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and Contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted response.

It is further agreed that this Contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Angleton, Texas this _____ day of _____ 2009.

By: _____
County Judge Signature

By: _____
Printed Name

By: _____
Signature of Contractor

By: _____
Printed Name and Title

REQUEST FOR STATEMENT OF QUALIFICATIONS PACKAGE CHECKLIST

RFSQ #DEPARTMENT OF ENERGY – ENERGY EFFICIENCY GRANT

Items checked below represent components, which comprise this RFSQ package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this RFSQ. Respondents are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Brazoria County Purchasing Department immediately.

It is the respondent's responsibility to be thoroughly familiar with all requirements and specifications. Be sure you understand the following before you return your RFSQ packet.

- 1. **Solicitation Download Acknowledgement**
- 2. **Cover Sheet**
- 3. **Respondent Certification**
Company name, identifying information and signature (**IN INK**).
- 4. **Contract Sheet**
Must be signed (**IN INK**) by an authorized representative of the respondent.
- 5. **Package Checklist**
- 6. **Standard Terms & Conditions**
- 7. **Special Requirements**
- 8. **Bidder/Offerer's Affirmation and SDNs/Blocked Persons Affirmation**
Company name, identifying information and signature (**IN INK**).
- 9. **Attachments:** The documents marked below are hereby attached and made a part of this package.
 - a. **Specifications / Statement of Work**
Detailed description of the product/service sought by the County.
 - d. **Attachment C – Insurance Requirements – Standard Purchasing Insurance**
 - e. **Attachment D – Energy Efficiency & Conservation Strategy for Units of Local Government and Indian Tribes**
 - f. **Respondent Data Sheet**
Respondent information & W-9 Form must be completed & returned with response.

BRAZORIA COUNTY SPECIFICATIONS / STATEMENT OF WORK

RFSQ #DEPARTMENT OF ENERGY – ENERGY EFFICIENCY GRANT

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

1.0 GENERAL

Brazoria County (the “Owner”) invites the submittal of responses to this RFSQ from qualified firms (or teams) interested in providing Energy Saving Performance Services identified in the Department of Energy – Energy Efficiency Block Grant 2009 Application. Responses are solicited for this service in accordance with the terms, conditions, and instructions set forth in the RFSQ guidelines.

The Owner will receive response to this RFSQ at the offices of the Brazoria County Purchasing Department until 2:00 p.m. C.S.T on Monday, November 16, 2009. Receipt of response does not bind the Owner to any contract for said services, nor does it give any guarantee that a contract for the Project will be awarded.

2.0 ENERGY SAVINGS PERFORMANCE CONTRACT SERVICES

2.1 PURPOSES OF THE RFSQ

The Owner invites the submittal of responses to this “Request for Statement of Qualifications” (RFSQ) from qualified firm (s) interested in providing “Energy Savings Performance” services in accordance with Chapter 302 of the Texas Local Government Code in connection with the design and construction of improvements identified in the 2009 Department of Energy – Energy Efficiency Block Grant.

2.2 LOCATION

The location is the Courthouse and Detention Center in Brazoria County, Texas.

2.3 OBJECTIVES

The Owner proposes to retain a highly qualified, capable firm to act as the Implementer during the design and construction of the Project for a not to exceed price. Those firm(s) who participate in this RFSQ process are sometimes referred to as “Respondents”. The Owner will give prime consideration to the Respondents with current experience in the management of construction projects, Department of Energy Grants, and work in Brazoria County. The Owner reserved the right to negotiate with one or more parties and shall not be obligated to enter into any contract with any Respondent on any terms or conditions.

2.4 SCOPE OF WORK

The Owner anticipates the scope of work to consist of the following responsibilities:
The Respondent will service as an integral team member and shall implement the projects identified in the DOE grant, including design, construction, and grant management. Construction Services may include, but not necessarily be limited to, all work associated with construction, occupancy and warranty of the facilities.

2.5 PROJECT FUNDING

The funding for this project will come from AMERICAN RECOVERY AND REINVESTMENT ACT FUNDS VIA THE DEPARTMENT OF ENERGY. This cost projection includes estimates for site design fees, and soft costs. The current budget is \$2.048 million.

Initials_____

2.6 PROJECT DURATION

The current construction schedule projects site work to begin in September 2009 and be substantially completed by March 2011.

2.7 SELECTION PROCESS

Selection of firms will follow the evaluation process.

The Owner will use an Evaluation Panel to evaluate the submittals. The statements of qualifications received will be part of the selection process utilized by the Owner.

The preferred team then will negotiate with the Owner on fee and contract conditions. If a reasonable fee cannot be achieved with the team of choice, in the opinion of the Owner negotiations will proceed with the next choice team until a mutually agreed contract can be negotiated.

2.8 EVALUATION CRITERIA

The criteria used to evaluate the RFSQ responses will include, but not be limited to, the following (items listed below are not listed in order of importance):

- 2.8.1 Qualifications of Firm.....25 points
Qualifications of firm, specifically as related to these Projects.
- 2.8.2 Firm Experience on Similar Projects (emphasis on last five (5) years).....25 points
Related project experience of the firm(s) and the individuals who would be assigned this Project.
- 2.8.3 Available Resources to Complete Project.....25 points
This criterion would include the analytical, design tools, personnel, resources or methodologies commonly used by your firm that may be applicable to the project categories.
- 2.8.4 Responsiveness to the RFSQ.....5 points
- 2.8.5 Professional References.....20 points

2.9 ADDITIONAL INSTRUCTIONS, NOTIFICATIONS, AND INFORMATION

- A. No Gratuities – Respondents shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the Owner for the purpose of influencing this selection. Any attempt by the Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds for exclusion from the selection process.
- B. All Information True – Respondent represents and warrants to the Owner that all information provided in the response shall be true, correct and complete. Respondents who provide false, misleading, or incomplete information, whether intentional or not, in any of the documents presented to the Owner for consideration in the selection process shall be excluded.
- C. Inquiries – Do not contact the Owner during the selection process to make inquiries about the progress of this selection process. Respondents will be contacted when it is appropriate to do so.
- D. Cost of Responses – The Owner will not be responsible for the costs incurred by anyone in the submittal of responses.
- E. Contract Negotiations – This RFSQ is not to be construed as a contract or as a commitment of any kind. If this RFSQ results in a contract offer by the Owner the specific scope of work, associated fees, and other contractual matters will be determined during contract negotiations. To ensure that the appropriate staff are assigned to the Project, the Owner intends to make the inclusion of a “key persons” clause a part of the contract negotiations.

Initials_____

- F. No Obligation – The Owner reserves the sole right to (1) evaluate the responses submitted; (2) waive any irregularities therein; (3) select candidates for the submittal of more detailed or alternate proposals (4) accept any submittal or portion of submittal; (5) reject any or all Respondents submitting responses, should it be deemed in the (Owner’s) best interest; or (6) cancel the entire process.
- G. Professional Liability Insurance – The respondent shall have the appropriate liability insurance written by an insurer to transact insurance in the State of Texas.
- H. Submittal Instructions – Sealed submittals are required to the address on page two (2) of this package. Respondent shall fill out, SIGN, and return to the Brazoria County Purchasing Department one (1) original and six (6) copies of the complete RFSQ form. An authorized representative of the respondent MUST sign the Contract Sheet. The Contract will be binding only when signed by the Brazoria County Judge and a purchase order authorizing the goods and / or services desired has been issued.

Six (6) copies of the responses are to be addressed to:

MAILING ADDRESS:

CHARLES CROOK, CPPB
 COUNTY PURCHASING DIRECTOR
 BRAZORIA COUNTY COURTHOUSE
 PURCHASING DEPARTMENT
 111 E. LOCUST, BLDG A-29, SUITE 100
 ANGLETON, TEXAS 77515

PHYSICAL ADDRESS:

CHARLES CROOK, CPPB
 COUNTY PURCHASING DIRECTOR
 BRAZORIA COUNTY PURCHASING
 COURTHOUSE WEST ANNEX
 451 N.VELASCO STREET, SUITE 100
 ANGLETON, TEXAS 77515

To enable the Owner to efficiently evaluate the responses, it is **IMPORTANT** that respondents follow the required format in preparing their responses. **RESPONSES THAT DONOT CONFORM TO THE PRESCRIBED FORMAT MAY NOT BE EVALUATED.**

Each copy of the response shall be bound using a semi-permanent binding method, to ensure that pages are not lost. Pages shall be no larger than letter-size (8-1/2” by 11”) or, if folded to that dimension, twice letter size (11” by 17”) each section (defined below) shall be separated by a tabbed divider. Elaborate covered, binding, dividers, etc. are not required.

RFSQ Returns

Respondents must return all completed responses to the Brazoria County Purchasing Department at address above no later than 2:00 P.M. on the date specified. Late RFSQ’s will not be accepted.

- I. Content of Submittal – Each response shall be submitted as outlined in this section. Please include an outside cover and / or first page, containing the name of the Project (“Request for Statement of Qualifications (RFSQ) #10-20 Department of Energy – Energy Efficiency Grant) for which you are submitting, the name of the Respondent, and the submittal date. ****Please also see page 25 for a return label.**

1. Section 1: Cover Letter

The first page following the divider shall be a letter transmitting the response to the Owner and stating that the proposal set forth in its remains effective for a period of sixty (60) calendar days. At least one (1) copy of the transmittal letter shall contain the original signature of a partner, principal, or officer of the Respondent.

Initials_____

2. Section 2: Firm Information (limited to 3 pages maximum)
 - a. Firm name, address, and telephone number of the firm office responsible for delivery of the project.
 - b. Structure of firm, i.e., sole proprietorship, partnership, corporation, and size of firm.
 - c. Year firm has been in business
 - d. Names of principals in firm
 - e. Primary contact
 - f. Organizational description
 - g. Description of firm's philosophy

3. Section 3: General Company History/Qualifications (limit to 3 pages maximum)
 - a. A brief history of the integrated and the services routinely provided in-house on similar projects
 - b. An organization chart that explains team member responsibilities.
 - c. The resumes of all persons to be assigned to the project with their prospective roles identified.

4. Section 4: Financial and Legal Status: (limit to 5 pages maximum)
 - a. Described the general financial capability of the Respondent and attach a current financial statement and balance sheet.
 - b. List any actions taken by any regulatory agency against or involving the firm or its agents or employees with respect to any work performed.
 - c. All insurance coverage that the firm has which would be applicable to the work.

5. Section 5: Experience and References: (limit to 4 pages maximum)
 - a. Discussion of Firm's experience in working with Government Agencies.
 - b. List of comparable project, whether ongoing or completed, including references. Please begin with projects in Texas. For each, please provide:
 - i. Project name and location
 - ii. Year completed
 - iii. Short description and project
 - iv. Names, addresses, and phone numbers of owner and contact person tasked with daily responsibilities of project.
 - v. Names, addresses and telephone numbers of clients.
 - vi. Design and construction costs and whether or not it was within the project budget.
 - vii. Construction time and whether or not it was completed on time.

3.0 REQUEST FOR CLARIFICATIONS

Any prospective respondent desiring any explanation or interpretation of the solicitation must make a written request at least five (5) days prior to the scheduled time for the bid / offer opening. The request must be addressed to Natasha D.N. Stulberg, Purchasing Department, at the address listed below or faxed to (979) 864-1034.

Brazoria County Purchasing Department
 Attn: Natasha D.N. Stulberg
 111 E. Locust Street, Bldg A-29, suite 100
 Angleton, TX 77515

Offerers may also email requests for clarification to: natashas@brazoria-county.com.

All answers to requests for clarification will be furnished promptly to all other known prospective bidders / offerers as a written amendment / addendum to the solicitation. Failure of any responder to receive any such addendum or interpretation shall not relieve such responder from any obligation under his proposal as submitted. All addenda so issued shall become part of the contract documents.

Initials_____

4.0 Attachment A – Application Activities – Quantities

The exact quantities of items listed on attachment A – Application Activities for EECBG Funding is not known.

5.0 **AMERICAN RECOVERY AND REINVESTMENT ACT FUNDS INFORMATION**

The awarded vendor is responsible to fully understand the terms and conditions of the American Recovery and Reinvestment Act Fund with special attention to the implementation of those funds.

The fund information can be obtained by accessing the following website: <http://www.recovery.gov/>.

On the home page, in the search box, type in **american recovery**. Once the search fields are displayed, select “**OMB Publishes Updated Guidance to Agencies for Implementing the American Recovery and Reinvestment Act of 2009**” Click on the “**detailed guidance memorandum**”.

6.0 **PAYMENT**

The funding for this project will come from **AMERICAN RECOVERY AND REINVESTMENT ACT FUNDS**.

CAUTION! There is risk involved with this contract. All fees, payment and consideration due the contracted vendor will be made after submitting the proper documentation for the reimbursement of funds to the DOE (Department of Energy).

Initials_____

STATEMENT OF NO OFFER

RFSQ #DEPARTMENT OF ENERGY – ENERGY EFFICIENCY GRANT

If offerer is not offering on the goods and/or services as stated in this RFSQ, please complete and return this form to:
Brazoria County Courthouse, Purchasing Department, 111 E. Locust, Bldg. A-29, Suite 100, Angleton, Texas 77515.

NAME OF FIRM: _____

ADDRESS: _____

SIGNATURE: _____

TELEPHONE: _____ DATE: _____

The above has declined to submit a offer response for the following reason(s) [please check all that apply]:

- _____ Specifications too “restrictive”, i.e., goods offered by our company do not meet stated specifications.
- _____ Specifications unclear (please explain below).
- _____ We do not offer this commodity and/or service or an equivalent.
- _____ Insufficient time to respond to the RFSQ.
- _____ Our schedule would not permit us to perform.

Remarks: _____

BRAZORIA COUNTY SPECIAL REQUIREMENTS

RFSQ #DEPARTMENT OF ENERGY – ENERGY EFFICIENCY GRANT

RESPONDENT INSTRUCTIONS:

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

The following requirements and specifications may, where applicable, supersede, in whole or in part, the other requirements contained herein.

General

The requirements set forth below are intended to outline the basic operating parameters and procedures required to provide the described goods and/or services to Brazoria County. It is not the intention to describe every item required. In the performance of this Contract, the successful respondent represents it is familiar with the condition under which Brazoria County operates and represents that it has the resources, knowledge and skills to properly support the County's needs consistent with these special conditions and the Contract documents.

The County reserves the right to modify this Contract and Specifications/Statement of Work as necessary to develop and maintain a Statement of Work that meets the County's needs. Such modifications, if required, shall be mutually agreed upon and shall be incorporated into this Contract as an addendum. Brazoria County shall not be responsible for any additional charge that is not stated in this Contract or mutually agreed to prior to such work or service is performed and/or invoiced.

The Specifications/Statement of Work provided in this package is to be used as a guide in developing a response to this RFSQ. The information contained herein is not intended to be restrictive and the County will consider alternate responses submitted by respondent. Alternate responses shall be clearly marked with the proposed alternates and or exceptions to the Specifications/Statement of Work and shall include all pricing/cost advantages if applicable. Respondents are expected to include any additional requirements that may have been inadvertently left out of the attached Specifications/Statement of Work.

All responses inclusive of pricing, when required, shall remain firm for acceptance for a minimum period of ninety (90) days from opening date unless otherwise specified by Brazoria County.

Offer by the successful respondent shall reflect the full Specifications/Statement of Work as defined per the RFSQ documents, inclusive of all associated costs for insurance, taxes, overhead, profit and bonding, if required and so identified.

Brazoria County will not provide or allow for parking or travel reimbursements for the respondent's employees. Respondent's offices, administration and/or place of business will not be on Brazoria County premises and will be the respondent's responsibility. Only those costs established by contract and confirmed by a purchase order will be paid.

It is also understood that any and all persons who provide services under Contract to Brazoria County, resulting from this RFSQ, shall be and remain employees of the Contractor, not Brazoria County. It is understood and agreed that the respondent is solely responsible for all services being provided and shall provide adequate insurance to cover against any and all losses incurred by the respondent's employees and or equipment during the course of the Contract.

Respondents may be requested to provide presentations; such presentations may develop into negotiating sessions with the successful respondent as selected by the evaluation committee. If Brazoria County and respondent are unable to agree to Contract terms and/or Pricing, Brazoria County reserves the right to terminate Contract negotiations with that respondent and enter into negotiations with another respondent.

No award or acquisition can be made until Commissioners Court approves such action.

Brazoria County will not be obligated to the respondent for goods and/or services until completion of a signed Contract as approved by Commissioners Court.

Submission of a response implies the respondent's acceptance of the evaluation criteria and respondent recognition that subjective judgments must be made by the evaluating committee.

Initials_____

This RFSQ in no manner obligates Brazoria County or any of its agencies to the eventual purchase of any goods and/or services described, implied or which may be proposed, until confirmed by a written Contract and purchase order. Progress toward this end is solely at the discretion of Brazoria County and may be terminated at any time prior to the signing of a Contract.

Brazoria County will not be liable for any costs incurred by the respondent in preparing a response to this RFSQ. Brazoria County makes no guarantee that any goods and/or services will be purchased as a result of this RFSQ, and reserves the right to reject any and all responses. All responses and their accompanying documentation will become the property of Brazoria County. All responses shall be open to negotiation.

All documents will be held by the County and are NOT subject to public view until an award is made. When an award is made, responses are subject to review under the "Open Records Act". To the extent permitted by law, respondents may request in writing non-disclosure of confidential data. Such data shall accompany the response, be readily separable from the response and shall be CLEARLY MARKED "CONFIDENTIAL".

All correspondence relating to this RFSQ, from advertisement to award shall be sent to the Brazoria County Purchasing Department. All presentations and/or meetings between Brazoria County and the respondent relating to this RFSQ shall be coordinated by the Brazoria County Purchasing Department. Deviations from this requirement may cause the cancellation of this RFSQ process and/or disqualification of respondent's proposal.

All information provided to respondent for the purpose of submitting a response in response to this RFSQ is confidential, and is and will remain the property of Brazoria County and will not be used by respondent for any other purposes.

The respondent is expected to examine all documents, forms, specifications, and all instructions. Failure to do so will be at respondent's risk.

It is understood that Brazoria County reserves the right to accept or reject any and/or all RFSQs as it shall deem to be in the best interest of Brazoria County. The award of the contract shall be made to the responsible respondent whose Statement of Qualifications is determined to be the lowest and best evaluated response resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors set forth in the Statement of Qualifications.

RFSQs shall include package and all additional documents submitted. Each RFSQ shall be placed in a separate sealed envelope, manually signed in ink by a person having the authority to bind the firm in a contract and marked clearly on the outside. Facsimile transmittals shall not be accepted.

Response Preparation

Each marked page of the response sheets must be manually signed or initialed by an officer of the company having the authority to bind the firm in a Contract; such signed sheets must be enclosed in a sealed envelope with respondent's response. Envelope shall be marked with the respondent's company name and RFSQ Number.

Each response shall be organized to conform to the RFSQ sequence and format. Respondent should provide a response for each and every portion of the RFSQ. The questions are structured to allow the respondent to explain the benefits of the product being proposed. Responses should be carefully considered by the respondent as they are critical to the evaluation process. Evaluation will consider the adequacy, accuracy and completeness of responses. While Brazoria County appreciates a brief straightforward concise reply, the respondent must fully understand that the evaluation is based on the information provided. Where appropriate, your response may consist of phrases such as "understood" "agreed", or "no exception". Any omissions shall be assumed to be "No Exception." Any ambiguous and equivocal statements may be construed against the respondent.

Brazoria County prefers that all responses, compliant or otherwise, be provided in the same order as the proposal documents, as well as, in the same response location for ease of comparison. Vendor may number the responses and provide simple statements as "agree" or "comply" where those statements may be applicable. Any non-response will be considered as compliant to the statement, specifications or requirements noted in the proposal documents. Vendor must note any exceptions to the statements, specifications or requirements stated in the proposal documents. These exceptions must be provided at the time of the RFP opening in order to be considered. Exceptions to the Standard Terms and Conditions may be placed in an Appendix labeled "Exceptions".

Initials_____

Late Responses

Responses received in the office of the County Purchasing Agent after submission deadline will be considered void and unacceptable. Brazoria County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the office of the County Purchasing Agent shall be the official time of receipt.

Altering Responses

Responses cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the response, guaranteeing authenticity. Changes may be made to offer during any negotiations that may result as part of the review process.

Substitutions to Response

Respondents offering substitutions shall state these by attachment as part of the response. Brazoria County reserves the right to accept any and all or none of the substitutions deemed to be in the best interest of the County.

Withdrawal of Response

A response may not be withdrawn or canceled by the respondent without the permission of Brazoria County for a period of ninety (90) days following the date designated for the receipt of responses, and respondent so agrees upon submittal of their response.

Descriptions

Any reference to model and/or make/manufacturer used in response specifications or scope of work are descriptive, not restrictive. It is used to indicate the type and quality desired. Responses on items of like quality will be considered. Response must provide hardware specifications where hardware is offered.

Terms of Payment

Terms of payment shall be net thirty (30) days from receipt of acceptable invoice and/or acceptance of conforming goods, whichever is later. However, alternate terms will be considered and may be offered. Invoices for installed equipment, software and/or services will not be paid prior to complete acceptance by Brazoria County unless otherwise specified. If services and/or the installation of equipment and software are delayed, the County reserves the right (without extra expense or penalty) to delay a portion of the payment until services are performed and/or equipment is installed and functioning properly.

Contract Term

Brazoria County shall make an award to the most qualified respondent meeting specifications and resulting from negotiations.

If applicable renewal shall be subject to approval by Brazoria County Commissioners Court each period. Once renewal option is exhausted, the Contract must be rebid.

Brazoria County retains the option to rebid at any time if in its best interest and is not automatically bound to renewal or rebid.

Pricing / Delivery

All items should be priced – FOB Destination Full Freight Allowed, inside delivery where applicable. Brazoria County will not pay for any additional transportation and/or shipping charges.

No charges may be billed to the County unless such costs were explicitly included in the response. Respondent will incur any costs not explicitly included in the response and/or mutually agreed to in writing by the Brazoria County Purchasing Department.

Change Orders

All change orders shall be issued in accordance with Local Government Code governing Change Orders.

Invoices

The invoices shall show 1) name and address of successful contractor; and 2) detailed breakdown of all charges for the services or products delivered stating any applicable period of time; and (3) Brazoria County Purchase Order number. Invoices shall be based upon actual services rendered and actual hours of performance and/or products delivered.

Invoices shall be mailed directly to:

Brazoria County Auditor
111 E. Locust St. #303
Angleton, Texas 77515

Initials_____

Personnel

Successful respondent agrees at all times to maintain an adequate staff of experienced and qualified full time employees to ensure efficient performance under this Agreement. No part-time, subcontract, or third party personnel may perform services hereunder without the prior written consent of the Brazoria County Purchasing Department.

Successful respondent agrees that at all times its employees will perform required services in a professional and workmanlike manner in accordance with good industry practices.

Brazoria County may, at any time, request the removal and replacement of any of successful respondent's employees and the successful respondent will duly consider such request.

Legal Documents

Respondent must submit with its proposal any agreements for services, etc. which may be required by their organization to enter into a Contract with Brazoria County. These agreements must be completed, executed by respondent's authorized representative and submitted with the returned response, and are subject to review and amendment by the Brazoria County Attorney's Office, and to approval by Commissioners Court. In the event of conflicting terms, the Brazoria County Terms and Conditions, Statement of Work, and attachments shall prevail.

Contract Award / Evaluation Process

An evaluation committee will examine all responses. Responses that do not conform to the instructions given or that do not address all the questions and/or services specified may be eliminated from consideration. Brazoria County, however, reserves the right to accept such a response if it is determined to be in the County's best interest to do so.

Brazoria County may initiate discussions with respondents. Additional information will be accepted during this period from respondents who responded to the original request. Respondents may NOT initiate discussions. Brazoria County expects to conduct discussions with respondent personnel authorized to enter into contractual obligations.

Brazoria County shall rank responses based on their qualifications and then enter into negotiations with the most qualified respondent. If the County is unable to negotiate a satisfactory contract with the most highly qualified respondent, negotiations will formally end with that respondent. The next most highly qualified respondent will then be asked to negotiate. Negotiations are continued in this sequence until a Contract is finalized.

Contract Obligations

This response, submitted documents and any negotiations, when properly accepted by Brazoria County, shall constitute a Contract equally binding between the successful respondent and Brazoria County. The selected respondent will be considered as the prime Contractor and shall assume responsibility for the goods and/or services. Failure to meet obligations may result in the cancellation of any Contracts.

The respondent's response may be incorporated into any Contract which results from this RFSQ, therefore, respondents are cautioned not to make claims or statements which they are not prepared to commit to contractually. Failure by the respondent to meet such claims will result in a requirement that the respondent provide resources necessary to meet submitted claims and/or breach of Contract.

Initials_____

BRAZORIA COUNTY

STANDARD TERMS AND CONDITIONS

1. **FUNDING:** Funds for payment have been provided through the American Recovery and Reinvestment Act Funds.
2. **EQUAL EMPLOYMENT:** All contracts will be awarded by Brazoria County without consideration as to race, religion, sex, national origin or disability of bidder. Successful bidders are required to adhere to the provisions of 42 USCA Sec. 12101 et seq., Americans with Disabilities Act.
3. **ADDENDA:** Any interpretations, corrections or changes to these Contract documents and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Brazoria County Purchasing Director. Addenda will be mailed to all that are known to have received a copy of the bid/offer package and/or Contract. Bidders shall acknowledge receipt of all addenda.
4. **SALES TAX:** Brazoria County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax.
5. **ETHICAL CONDUCT:** The bidder shall not offer or accept gifts or anything of value, not enter into any business arrangement with any employee, official, or Director of Brazoria County. No public official shall have interest in this Contract, in accordance with Texas Local Government Code Annotated Title 5, Subtitle C, Chapter 171.
 - 5.1 The bidder affirms that the only person or parties interested in this bid/offer as principals are those named herein, and that this bid/offer is made without collusion with any other person, firm, or corporation.
6. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
 - 1) Have adequate financial resources, or the ability to obtain such resources as required;
 - 2) Be able to comply with the required or proposed delivery schedule;
 - 3) Have a satisfactory record of performance;
 - 4) Have a satisfactory record of integrity and ethics;
 - 5) Be otherwise qualified and eligible to receive an award.
 - 6.1 Brazoria County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.
7. **INSURANCE:** Prior to acceptance of contract by Brazoria County, the successful bidder must furnish a Certificate of Insurance from an approved insurance carrier for the coverage indicated.
8. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications contained as a part of this package as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
9. **INDEMNIFICATION:** The successful bidder (herein after referred to as Contractor), shall defend, indemnify, and save harmless Brazoria County and all its officers, Directors, and employees from all suits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages of any negligent act or fault of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act of omission, neglect, or misconduct of said Contractor; or because any claims or amount recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising recovered under the Worker's Compensation Act, or any other law ordinance, order, or decree; or of any Director, employee, subcontractor, or supplier in the execution of, or performance under, any Contract which may result from award of bid/offer.
 - 9.1 Further, Contractor indemnifies and will indemnify and save harmless Brazoria County from liability, claim or demand on their part, their Directors, servants, customers, and/or employees, whether such liability, claim, or demand arise from event or casualty happening within the job site itself or elsewhere. Contractor shall pay any judgment with costs which may be obtained against Brazoria County growing out of such injury or damages.

Initials_____

9.2 Money due the Contractor under and by virtue of his Contract as may be considered necessary by the County for such purpose may be retained for the use of the County, or in case no money is due, his surety may be held until such suit or suits action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to the effect furnished to the County, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.

10. THIRD PARTY BENEFICIARY CLAUSE: It is specifically agreed between the parties executing the Contract that it is not intended by any of the provisions of any part of the Contract to create with the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

11. PURCHASE ORDERS REQUIRED: All orders for materials or work must be authenticated by a purchase order issued by the Brazoria County Purchasing Department. Invoices not bearing a purchase order number will not be paid.

12. TERMINATION OF CONTRACT: This Contract shall remain in effect until Contract expires, or until terminated by either party upon thirty (30) days written notice. The Contractor must state in such notice the reasons for such cancellation, and shall address it to the County Purchasing Director, 111 East Locust, Bldg. A-29, Suite 100, Angleton, Texas 77515. Brazoria County reserves the right to award canceled Contract to next lowest and best bidder as it deems to be in the best interest of the County.

12.1 In the event of breach or default of this Contract, Brazoria County reserves the right to enforce the performance of this Contract in any manner prescribed by law or deemed to be in the best interest of the County.

12.2 In the event the Contractor shall fail to perform, keep, or observe any of the terms and conditions to be performed, kept, or observed, Brazoria County shall give the Contractor written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the County within two (2) working days of receipt of such notice by the Contractor, default will be declared and all the Contractor's rights shall terminate.

13. DELIVERY OF NOTICES: Any notice provided by this Contract (or required by law) to be given to the Contractor by Brazoria County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Angleton, Texas, by Registered or Certified mail with sufficient postage affixed thereto, addressed to the Contractor at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

14. PAYMENT: Payment shall be made upon receipt and/or acceptance in accordance with the terms of this Contract by the County of items(s) ordered, and receipt of a valid invoice in accordance with Article 601f Texas Revised Civil Statutes Annotated. Contractor is required to pay subcontractors within ten (10) days.

15. CONTRACTOR'S LIABILITY: The Contractor shall be responsible for all damage or injury to property of any character during the execution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

15.1 When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the nonexecution thereof by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as he may be directed, or he shall make good such damage or injury in an acceptable manner.

16. WARRANTY: Contractor shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Contractor and the County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code. Further, Contractor shall provide additional warranty requirements as defined in the Scope of Work attached.

17. ASSIGNMENT: Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of Brazoria County.

Initials _____

18. GOVERNING LAW: Contractor is advised that these requirements shall be fully governed by the laws of the State of Texas and that Brazoria County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements. All disputes arising out of this agreement will be resolved in Brazoria County, Texas.

All documents are subject to Texas Open Records requirements.

19. RIGHT TO AUDIT: At anytime during the term of this contract and for a period of four (4) years thereafter, the State of Texas, Brazoria County, and/or other federal, State and local agencies which may have jurisdiction over this contract and/or purchase order, at reasonable times and at its expense reserve the right to audit successful bidder's records and books. If needed for audit, original or independently certified copies of off-site records will be provided to auditors at successful bidders expense within two (2) weeks of written request.

20. APPLICABLE LAW: All applicable laws and regulations of the State of Texas and ordinances and regulations of Brazoria County shall apply.

21. COMPLIANCE WITH APPLICABLE LAWS: Offerer shall at all times observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the services contracted to be provided by offerer hereunder or which in any manner affect this Contract.

22. FORCE MAJEURE: Neither the County nor the successful offerer shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to, acts of God, civil or military authority, acts of public enemy, war riots, rebellions, accidents, fires, explosions, earthquakes, floods, or catastrophic failure of public transportation; provided however, that in the event of strikes or labor disputes, an inability to procure raw materials, equipment, power or supplies, or the enactment of any law, order, proclamation, regulation, ordinance, demand, or other requirement of any governmental agency or intergovernmental body, which prevents, restricts, interferes or delays with the performance of this Contract, the party so affected, upon giving notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, delay or interference, so long as the party so affected shall use reasonable efforts under the circumstance to avoid or remove such causes of nonperformance, and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.

23. SEVERABILITY: If any provision of this Contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect any other provision contained herein, and the remainder of the Contract shall remain in full force and effect, and enforceable in accordance with its terms.

24. PURCHASE FROM OTHER SOURCES: Brazoria County reserves the right to purchase goods and/or services specified herein, or of equal or like kind, through contracts established by other governmental agencies or thorough separate procurement actions due to the unique or special needs of Brazoria County. Further, the County reserves the right to obtain such goods and/or services from others without penalty or prejudice to the County or the offerer and such action shall not invalidate in whole or in part this Contract or any rights or remedies Brazoria County may have hereunder.

Initials_____

**BRAZORIA COUNTY
BIDDER/OFFERER'S AFFIRMATION**

RFSQ #DEPARTMENT OF ENERGY – ENERGY EFFICIENCY GRANT

This sheet must be completed, signed, and returned by Bidder/Offerer

NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.

1. Bidder/Offerer affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid/offer in collusion with any other bidder, and that the contents of this bid/offer as to prices, terms or conditions of said bid/offer have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid/offer.
2. Bidder/Offerer hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
3. Pursuant to §262.076 (a) of the Texas Local Government Code and subject to Brazoria County Court Order No. 36 of October 28, 2003, Bidder/Offerer, hereby affirms that Bidder/Offerer:
(Please check all that are applicable)

_____ Does not own taxable property in Brazoria County.

_____ Does not owe any ad valorem taxes to Brazoria County or is not otherwise indebted to Brazoria County.

If any additional information is required regarding these requirements, please contact The Brazoria County Purchasing Department PRIOR to execution.

Bidder/Offerer Company Name _____

Bidder (Signature) _____ Date _____

Bidder (Print Name) _____ Date _____

Position with Company _____

Signature of Company Official
Authorizing the Bid/Offer _____ Date _____

Company Official
(Printed Name) _____

Official's Position _____

Corporate Vendors Shall Furnish the Following Information:

Where Incorporated _____ Charter Number _____

**BRAZORIA COUNTY
BIDDER/OFFERER'S SDNs/BLOCKED PERSONS
AFFIRMATION**

RFSQ #DEPARTMENT OF ENERGY – ENERGY EFFICIENCY GRANT

This sheet must be completed, signed, and returned by Bidder/Offerer

NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.

1. Pursuant to §2155.077 of the Texas Local Government Code and subject to Brazoria County Court Order No. 19 of August 9, 2005, Bidder/Offerer, hereby affirms that Bidder/Offerer:
(Please check all that are applicable)

_____ Is not excluded from doing business at the federal level.

_____ Is not listed as Specially Designated Nationals (SDN)s/Blocked Persons (individuals and companies owned or controlled by or acting for or on behalf of targeted Countries; or individuals, groups and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific).

2. Brazoria County may not make procurement transactions with SDNs/Blocked Persons.

If any additional information is required regarding these requirements, please contact The Brazoria County Purchasing Department PRIOR to execution.

Bidder/Offerer Company Name _____

Bidder (Signature) _____ Date _____

Bidder (Print Name) _____ Date _____

Position with Company _____

Signature of Company Official
Authorizing the Bid/Offer _____ Date _____

Company Official
(Printed Name) _____

Official's Position _____

Corporate Vendors Shall Furnish the Following Information:

Where Incorporated _____ Charter Number _____

**BRAZORIA COUNTY
RETURN LABEL**

*******LATE RESPONSES CAN NOT BE ACCEPTED*******

<u>SEALED REQUEST FOR STATEMENT OF QUALIFICATIONS</u>	
RFSQ#:	10-20
OPENING DATE:	MONDAY, NOVEMBER 16, 2009
OPENING TIME:	2:00 P.M. C.S.T.
RFSQ DESCRIPTION:	Department of Energy – Energy Efficiency Grant
<i>DATED MATERIAL – DELIVER IMMEDIATELY</i>	

PLEASE CUT OUT AND AFFIX THE ITB LABEL ABOVE TO THE
OUTER MOST ENVELOPE OF YOUR RESPONSE TO HELP
ENSURE PROPER DELIVERY!

*****VENDOR MUST RETURN ONE (1) ORIGINAL AND SIX (6)
COMPLETE COPIES OF THE BID DOCUMENTS*****

*******LATE RESPONSES CAN NOT BE ACCEPTED*******