**WEAKLEY COUNTY, TENNESSEE**

**REQUEST FOR PROPOSALS**

**DR- 4637 TENNESSEE SEVERE STORMS,**

**STRAIGHT-LINE WINDS, AND TORNADOES**

**DISASTER RECOVERY CONSULTANT SERVICES**

**RFP No. 2022-19**

**OPENING DATE**

**MAY 18, 2022 3:00 P.M. CST**

**PROPOSALS WILL BE RECEIVED UNTIL**

**MAY 18, 2022 3:00P.M. CST**

**Weakley County Department of Finance**

**8319 Highway 22, Suite B**

**Dresden, TN 38225**

**John Liggett**

**Director of Finance**

**WEAKLEY COUNTY, TENNESSEE**

**RFP#2022-19**

# DISASTER RECOVERY CONSULTING SERVICES

Notice is hereby given that the Weakley County, Tennessee is soliciting responses for **DISASTER RECOVERY CONSULTING SERVICES**. Interested and qualified respondents may submit RFP Packages, according to the requirements described herein, to Weakley County, TN, Weakley County Department of Finance 8319 Highway 22, Suite B, Dresden, TN 38225. **All RFP Packages are due by or before 3:00 pm CST on May 18nd, 2022.** Any packages delivered to or received after the 3:00 pm deadline will not be considered and shall be returned unopened to the addressee.

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

Any and all questions or requests for information relating to this Request for Proposal shall be ***submitted in writing*** by or before 4:00 pm CST on May 16th, 2022.

**Contact Information**:

John Liggett, Direct of Finance

8319 Highway 22, Suite B

Dresden, TN 38225

Email: John.Liggett@wcsk12tn.net

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

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

**Mail, Ship, or Hand Deliver RFP to:**

## Weakley County Department of Finance

**RFP#2022-19 – Disaster Recovery Consulting Services**

**8319 Highway 22, Suite B**

**Dresden, TN 38225**

1. **INTRODUCTION**
2. **Purpose:**

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

1. **RFP Contact Information for Questions:**

Any and all questions or requests for information relating to this Request for Proposal shall be ***submitted in writing*** by or before 4:00 p.m., May 16, 2022.

1. **Contact Information**

**John Liggett, Director of Finance**

**8319 Highway 22, Ste. B**

**Dresden, TN 38225**

**Email:** John.Liggett@wcsk12tn.net

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

1. **Addenda:**

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

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

1. **Due Date & Location:**

Packages submitted in response to this Request for Proposal must be delivered to and received by Weakley County by or before 3:00 p.m. CST, May 18, 2022. Any packages received after this deadline will be deemed unresponsive and shall be returned to the addressee unopened.

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

**Weakley County, Tennessee**

**Attn: Weakley County Department of Finance**

**RFP#2022-19- Disaster Recovery Consulting Services**

**8319 Highway 22, Ste. B**

**Dresden, TN 38225**

1. **RFP Response Packaging Instructions:**

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

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

Requests for Proposals will be unsealed and reviewed by the County’s Evaluation Committee after closing deadline. The unsealing of bids will occur at 3:00 p.m. CST on May 18, 2022 at the Weakley County Department of Finance, 8319 Highway 22, Suite B Dresden, TN 38225, in a public setting.

1. **Evaluation of Responses:**

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

The Following criterial listed will be used to evaluate each firm submitting proposals:

1. Qualifications of the Firm/Relevant Project Experience (25 points)
2. Key Personnel Qualifications and Experience (20 points)
3. Understanding of Project/Technical Approach (20 points)
4. Current Workload (15 points)
5. Price (20 points)

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

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

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

1. **Contract Award:**

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

1. **Contract Performance:**

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

1. **General Requirements:**
2. **Background:**

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

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

***FEMA Public Assistance Advisory Services***

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

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

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

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

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

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

Provide expertise and/or assistance in personal property debris removal and demolition commercial property debris removal and demolition implementation. Weakley County reserves the right, at County’s sole discretion, to require Consultant to sub-contract services should Consultant not possess required expertise necessary to assist.

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

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

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

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

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

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

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

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

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

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

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

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

***Information Technology & Data Management***

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

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

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

***Insurance and Other Funding Support***

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

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

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

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

***Hazard Mitigation Support***

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

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

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

***Emergency management Support Services***

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

***CFR 200 Compliance Language- Procurements***

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

***Vendor Billing***

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

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

***Term of Contract***

The proposed stand-by contract will be for a term of three (3) years for a period ending May 31, 2025. The contract may be extended by agreement of both parties for two (2) additional two (2) year periods under the same terms and conditions.

***Byrd Anti-Lobbying Amendment***

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]-Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

 ***Suspension and Debarment***

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that the contractor and none of its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by Weakley County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as grantee and name of sub grantee), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

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

1. **Sub-Contractors:**

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

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

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

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

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

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

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

1. **CONTRACT REQUIREMENTS**
2. **Insurance Requirements:**

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

Certificate Holder Address:

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

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

The Consultant shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of $1,000,000.00 combined single limit for bodily injury and property damage liability to protect the Consultant from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by a Consultant.

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

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

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

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

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

1. **Contract Agreement & Term:**

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

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

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

**D. Applicable Law:**

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

**E. Termination:**

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

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

**F. Indemnification:**

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

**G. Public Records:**

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

**H. Availability of Funds:**

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

**I. Compliant with Laws:**

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

1. **Stop Work Orders:**
2. Order to Stop Work:

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

a) Cancel the stop work order; or

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

1. Cancellation or Expiration of the Order:

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

* + - 1. The stop work order results in an increase in the time required for, or in Consultant’s properly allocable to, the performance of any part of this contract; and
			2. Consultant asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if Weakley County decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

3. Termination of Stopped Work:

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

4. Adjustments of Price:

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

1. **Representation Regarding Contingent Fees:**

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

1. **Acknowledgment of Amendments:**

Proposers shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgment must be received by Weakley County by the time and at the place specified for receipt of proposals.

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

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

*Note: The following clause shall be completed and conspicuously placed within the response:*

PROSPECTIVE CONSULTANT’S REPRESENTATION REGARDING CONTINGENT FEES: The prospective Consultant represents as a part of such Consultant’s proposal that such Consultant has/has not *(use applicable word or words)* retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

**N. E-Payment:**

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

**O. E-Verification:**

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

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

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

**P. Transparency:**

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

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

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

**R. Non-assignability:**

No Submitter shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of Weakley County. This provision shall not be construed to prohibit the Submitter from assigning their bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the County.

**S. Exclusions:**

Submitter must certify that they have not been convicted of, or has not entered into a plea of guilty or nolo contendere to public bribery, corrupt influencing, extortion, money laundering or their equivalent Federal crimes. Submitter must further certify that they have not been convicted of, or has not entered into a plea of guilty or nolo contendere to theft, identify theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery; Submitters’ misapplication of payments, malfeasance in office, or their equivalent Federal crimes within the five (5) years prior to submitting the submittal.

**T. Disclosure:**

Submitter must disclose whether it provides services or pays commissions to any employee or elected official of the County. If so, Submitter must disclose to whom services are provided and/or commissions are paid. Both positive and negative responses must be submitted.

**U. Termination for Cause and Convenience:**

Proposer acknowledges this contract contains termination provisions including the manner in which termination shall be affected and the basis for settlement. In addition, such provisions shall describe conditions for termination due to fault and for termination due to circumstances outside the proposer’s control.

**V. Severability Clause:**

If any one or more of the provisions contained in this Agreement shall, for any reasons, be held to be invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and in such an event, this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

**W. Severability Clause**

If any one or more of the provisions contained in this Agreement shall, for any reasons, be held to be invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and in such an event, this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

**X. Venue**

This Agreement shall be governed by the laws of the Commonwealth of Tennessee. Proper venue for any lawsuit arising under the terms of this Agreement shall be the Weakley County, Tennessee Circuit Court, the County and any appropriate Appellate therefrom. Proposer hereby agrees and consents to personal and/or in rem jurisdiction of the trial and appropriate Appellate courts.

**Y. Discrimination Clause:**

The Engineer agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Proposer agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

**Z. Equal Employment Opportunity**

During the performance of this contract, the contractor agrees to abide by 41 C.F.R. Part 60-1.4(b).

**AA. Contract Work Hours and Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The OWNER shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

**BB. Clean Air Act**

(1.) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2.) The contractor agrees to report each violation to the OWNER and understands and agrees that the OWNER will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3.) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

**CC. Federal Water Pollution Control Act**

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2.) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3.) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

**DD. Suspension and Debarment**

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s 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).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated

**EE. Procurement of Recovered Materials**

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

a. Competitively within a timeframe providing for compliance with the contract performance schedule;

b. Meeting contract performance requirements; or

c. At a reasonable price.

1. Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program
2. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

**FF. Access to Records**

The Contractor agrees to provide the OWNER, 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 Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the OWNER and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**GG. DHS Seal, Logo and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**HH. Changes**

No additional changes, enhancements, or modifications to any contract resulting from this RFQ shall be made without the prior approval of the OWNER. Any modifications to the provisions of this contract shall be in writing, signed by all parties and approved the required authorities.

Changes to the contract include any change in compensation; beginning/ ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

**II. Compliance with Federal Law, Regulations, and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**JJ. 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, contractor, or any other party pertaining to any matter resulting from the contract.

**KK. Program Fraud and False or Fraudulent Statements or Related Acts**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.

**LL. Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]-Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

**MM. Attorney’s Fees**

To the extent authorized by law, in the event that either party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

**NN. Consultant Requirements**

Consultant shall perform its services in compliance with all FEMA required methods and procedures in order to maximize County’s reimbursement by FEMA for emergency services and expenses. Failure of Consultant to fulfill this obligation or any other obligation under this Agreement shall be a breach of this agreement and County shall be able to recover any and all of its losses or damages arising therefrom.

1. **REQUEST FOR PROPOSALS SUBMITTAL REQUIREMENTS**
2. Respondent Responsibilities:

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

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

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

1. RFP Package Submittal Format:

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

1. RFP Package Components:

All of the components outlined below must be included with each copy of the RFP Package and submitted as follows: one original and one (I) electronic disc OR one (1) USB flash drive containing one (1) Color PDF of the original documents on 8 1/2" X 11" pages, numbered, 1-inch margins, typewritten with Times New Roman style and 12size font, maximum 25 pages. Additionally, all headings, sections and sub-sections shall be identified appropriately. Front and back shall constitute two (2) pages. All documentation shall be in the exact order and format as shown below.

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

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

Complete and provide page 16.

### Section 2: Cover Letter

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

The cover letter should provide the following:

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

### Section 3: Qualifications and Experience

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

Provide copies of the following, if applicable:

* Proper and valid licensing to conduct business in the State of Tennessee;
* Current Applicable Department of Professional Regulation License(s);
* Current Applicable Certification(s);
* A list of Sub-Contractors with credentials and related experience.

### Section 4: Proposed Strategy and Technical Approach

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

### Section 5: Auditing History

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

### Section 6: Proposed Pricing

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

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

### Section 7: Socioeconomic Contractors

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

### Section 8: Administrative Information

Please include the following:

* Proof of Liability Insurance and its limits
* Drug Free Work Place Form (Complete and Submit)
* RFP Affidavit (Complete and submit)
* RFP Affidavit of Solvency (Complete and Submit)
* Conflict of Interest Disclosure Form
* Acknowledged Addenda

## WEAKLEY COUNTY

**REQUEST FOR PROPOSALS CHECKLIST**

**for**

**DISASTER RECOVERY CONSULTING SERVICES**

# COMPANY NAME:

|  |  |  |  |
| --- | --- | --- | --- |
| **SECTION** | **CHECKLIST** | **CHECKBOX** | **COUNTY USE (ONLY)** |
| **1** | **RFP Checklist** |  |  |
| **2** | **RFP Cover Letter** |  |  |
| **3** | **Qualifications and Experience:** |  |  |
|  | * Proper and valid licensing to conduct business

in the State of Tennessee |  |  |
|  | * Current Applicable Department of

Professional Regulation License(s) |  |  |
|  | * Current Applicable Certification(s)
 |  |  |
|  | * A list of Sub-Contractors with credentials and

related experience |  |  |
| **4** | **Proposed Strategy and Technical Approach** |  |  |
| **5** | **Auditing History** |  |  |
| **6** | **Proposed Pricing** |  |  |
|  | * Hourly Rate Form (Complete and Submit

ATTACHMENT A) |  |  |
| **7** | **Socioeconomic Contractors** |  |  |
| **8** | **Administrative Information** |  |  |
|  | * Proof of Liability Insurance and its limits
 |  |  |
|  | * Drug Free Work Place Form (Complete and

Submit ATTACHEMENT B) |  |  |
|  | * RFP Affidavit (Complete and submit

ATTACHMENT C) |  |  |
|  | * RFP Affidavit of Solvency (Complete and

Submit ATTACHEMENT D) |  |  |
|  | * Conflict of Interest Disclosure Form

(Complete and Submit ATTACHMENT E) |  |  |
|  | * Acknowledged Addenda (If Applicable)
 |  |  |

**SUBMIT**

ONE (1) ORIGINAL

ONE (1) ELECTRONIC DISC ***OR***

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

## HOURLY RATE FORM *Weakley County* ATTACHMENT A

##  *Tennessee*

**REQUEST FOR PROPOSALS**

**for**

## DISASTER RECOVERY CONSULTING SERVICES

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

|  |
| --- |
| **PROGRAM MANAGMENT** |
| **POSITION** | **NAME** | **CITY/STATE** | **HOURLY RATE** |
| ***Example*: Program Manager** |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| **OPERATIONS** |
| **POSITION** | **NAME** | **CITY/STATE** | **HOURLY RATE** |
| ***Example:* On-Site Inspector** |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| **ADMINISTRATIVE SUPPORT** |
| **POSITION** | **NAME** | **CITY/STATE** | **HOURLY RATE** |
| ***Example:* Administrative Assistant** |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| **\*Other Program Staff:** *The Proposer shall identify Other Program Staff hourly rate(s). The Proposer may add additional lines if necessary.**\****Additional Fees:** *The Proposer shall identify any additional fees such as profit or overhead fees and add additional line items for profit or overhead fees. .* |

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

Print Authorized Name and Title: Authorized Signature and Date:

## DRUG-FREE *Weakley County* ATTACHMENT A

## WORKPLACE FORM *Tennessee*

##

**REQUEST FOR PROPOSALS**

 **for**

## DISASTER RECOVERY CONSULTING SERVICES

The undersigned firm hereby certifies that does:

Name of Company/Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

* + 1. Give each employee engaged in providing the contractual services that are described in the County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph one.
		2. In the statement specified in paragraph one, not if the employees that, as a condition of working on the contractual services described in paragraph three, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of the State of Tennessee or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
		3. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
		4. Consistent with applicable provisions with state or federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs one through five.

As the person authorized to sign this statement, I certify that this form complies fully with the above requirements.

Print Authorized Name and Title Authorized Signature Date

Print Authorized Name and Title: Authorized Signature and Date:

## AFFIDAVIT FORM *Weakley County* ATTACHMENT C

***Tennessee***

 **REQUEST FOR PROPOSALS**

 **FOR**

## DISASTER RECOVERY CONSULTING SERVICES

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

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a

person who is authorized by law to administer oaths.

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

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

Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

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

 AFFIANT SIGNATURE

 TITLE

**STATE OF**

**COUNTY OF**

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

 **NOTARY PUBLIC**

 **My commission expires:**

## AFFIDAVIT OF *Weakley County* ATTACHMENT D SOLVENCY FORM *Tennessee*

##

**REQUEST FOR PROPOSALS**

 **for**

## DISASTER RECOVERY CONSULTING SERVICES

PERTAINING TO THE SOLVENCY OF COMPANY/FIRM) ,

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

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

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

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**AFFIANT SIGNATURE**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **TITLE**

**STATE OF**

**COUNTY OF**

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

 **\_\_**

 **NOTARY PUBLIC**

 **My commission expires:**

**WEAKLEY COUNTY IRAN DIVESTMENT ACT COMPLIANCE**

The Iran Divestment Act of 2016, effective as of July 1, 2016, is codified at Tenn. Code Ann. § 12- 12-101 et seq. The Iran Divestment Act, with certain exceptions, prohibits local governments, including Weakley County, from entering into contracts with persons or entities engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in Tenn. Code Ann. § 12-12-105, a person engages in investment activities in the energy sector of Iran if:

(1) The person provides goods or services of twenty million dollars ($20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

(2) The person is a financial institution that extends twenty million dollars ($20,000,000) or more in credit to another person, for forty-five (45) days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list, created pursuant to § 12-12-106, as a person engaging in investment activities in Iran as described in this section.

This Act requires the State of Tennessee’s chief procurement officer to publish on the State’s web site a list of persons it determines engage in investment activities in Iran (the “Prohibited Entities List”).

Any BIDDER that is on the Prohibited Entities List will be ineligible to contract with Weakley County.

Pursuant to the Act, any BIDDER that attempts to contract with Weakley County must certify, at the time the bid is submitted, that the BIDDER is not identified on the Prohibited Entities List. A bid shall not be considered for award, nor shall any award be made, where the BIDDER fails to submit a signed and verified Bidder’s Certification.

**BIDDER’S CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT**

Tenn. Code Ann. § 12-12-101 et seq.

Comes \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Printed name of Principal Officer of Company), for and on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (the “Company”) and, after being duly authorized by the Company so to do, makes oath that:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106.

\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sworn to and subscribed before me, a Notary Public, this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

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

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_