

MADERA COUNTY
Administrative
Management

on behalf of the

**Madera County Sheriff's Office of
Emergency Services**



REQUEST FOR PROPOSALS

for

**MULTI-JURISDICTION LOCAL HAZARD
MITIGATION PLAN UPDATE**

RFP No. 16-422

Release Date: May 23, 2016

Submittal Deadline: June 13, 2016
not later than 5:00 PM (Pacific)

**Madera County RFP No.
16-422**

**Madera County Multi-Jurisdiction Local Hazard
Mitigation Plan Update**

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- A. Required Statements**
- B. Cost Proposal Form**

1.0 INTRODUCTION

Madera County is seeking a qualified Consultant to coordinate, facilitate, and prepare an update to the 2010 Madera County Multi-Jurisdictional Local Hazard Mitigation Plan (LHMP) Update pursuant to the Disaster Mitigation Act of 2000, implementing regulations and guidance as they apply to local governments. A FEMA-approved Plan Update will allow the County and plan participants to retain eligibility for future federal mitigation funding and will help identify mitigation actions that will make Madera County and plan participants more disaster resistant. Madera County has obtained a FEMA grant for the development of this LHMP Update. The grant award performance period ends in April 2016.

This will be an inclusive countywide plan planning process and will include the following participants seeking FEMA approval of the Plan Update: County of Madera, City of Madera, City of Chowchilla, Water Agency & Districts, Fire Protection Districts, Irrigation Districts, Flood Control and Water Conservation District, Public Service Districts, Public Utilities Districts, and School Districts.

This RFP includes a description of the scope of work, proposal requirements, and instructions for submitting your proposal.

Direct all inquiries regarding this RFP in writing to:

Diane R. Absher, Senior Buyer
Madera County Purchasing
200 West 4th Street
Madera, CA 93637
Phone: (559) 675-7703
Email: diane.absher@co.madera.ca.gov

Do not contact County departments or other County staff directly. Information provided by other than the above contact may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any amendment to this RFP is valid only if in writing and issued by the Madera County Purchasing.

All addenda for this RFP will be distributed via Madera County's website:

www.madera-county.com

It is the proposer's sole responsibility to monitor this website for possible addenda to this RFP. Failure of proposer to retrieve addenda from this site shall not relieve him/her of the requirements contained therein. Additionally, failure of proposer to return signed addenda, when required, may be cause for rejection of his/her proposal.

2.0 TENTATIVE PROJECT SCHEDULE

The following represents the tentative schedule for this project. Any change in the scheduled dates for the Deadline for Final Questions, Proposal Submission Deadline, and Interviews will be advertised in the form of an addendum to this RFP. The schedule for the evaluation process and other future dates may be adjusted without notice.

Deadline for Final Questions.....	June 6, 2016
Proposal Submission Deadline.....	June 13, 2016
Evaluation of Proposals.....	June 22, 2016
Interviews (Optional).....	To be determined
Contract Negotiations.....	To be determined
Contract approval by Board of Supervisors.....	To be determined
Notice to Proceed.....	To be determined
Project Completion.....	January 2017

3.0 SCOPE OF SERVICES

The scope of work for this project is organized into four phases according to the DMA planning process: 1) LHMP Planning/Development Process; 2) Risk Assessment (Hazard Identification, Vulnerability Assessment, and Capability Assessment); 3) Hazard Mitigation Strategy; and 4) Plan Maintenance Process. The awarded firm or individual (hereafter referred to as “Consultant”) shall perform all of the work described below, unless otherwise specified.

3.1 LHMP Planning/Development Process

As part of the LHMP planning and development process, Madera County will reconvene the Hazard Mitigation Planning Committee (HMPC). Members of the HMPC will include representatives from each participating jurisdiction; staff with other local, state, and federal agencies; and may also include a cross-section of the community, such as residents, community leaders, and business owners. The public will also be invited to participate on the HMPC. The HMPC will:

- Participate in the planning process; attend meetings; provide data as requested.
- Hold public meetings/workshops during the plan development period.
- Solicit input from citizens and professionals with knowledge of applicable hazards.
- Provide input on how the risk differs across the planning area.
- Solicit and provide input regarding the feasibility of potential mitigation measures for each hazard and the prioritization of mitigation projects.
- Update the existing mitigation strategy and identify new/proposed mitigation projects.
- Review drafts of the plan.
- Coordinate the formal adoption of the plan by governing boards.
- Manage the implementation of the proposed mitigation projects.

The Madera County LHMP Update will thoroughly document the hazard mitigation planning process, including but not limited to:

- A narrative description of how the plan was prepared and the process followed.
- An outline of plan development meeting dates, attendees, and agendas.
- Identify agencies and organizations that participated in plan development.
- Description of how the public was involved and strategy for public outreach/meetings

The LHMP Update will involve a comprehensive review and update of each section of the 2010 Plan to reflect new data, processes, participating jurisdictions, and resulting mitigation strategies. The LHMP Update will also include an assessment of the success of the participating communities in evaluating, monitoring, and implementing the mitigation strategies from the initial 2010 Plan.

3.2 Risk Assessment (Hazard Identification, Vulnerability Assessment, and Capability Assessment)

A detailed, updated risk assessment will be developed for this LHMP update. The purpose of this section of the plan is to understand the risk and vulnerability of identified natural hazards and to provide a basis for hazard mitigation strategy development. The risk assessment update will include:

- A. Hazard Identification and Profiles: The Hazard Identification and Profiles will include a description and prioritization of the natural hazards that have occurred within the County. The natural hazards categories include, but are not limited to, those hazards identified in 2010 Plan and as updated based on input from the County. Hazards may include:
 - Flood-related hazards
 - Earthquake hazards
 - Severe weather-related hazards (extreme temperatures, drought, fog, heavy rains/thunderstorms, wind/lightning, snow/winter storms, and tornadoes)
 - Wildfire hazards
 - Other geologic and soil hazards
 - Other natural hazards as identified by the HMPC and other data sources
- B. Hazard Mapping: Using the best available data, the risk assessment will include an updated set of maps that delineate areas affected by natural hazards and identify locations of local assets. The geographic information data will comprise a comprehensive inventory (database) for use in developing map data layers (to the extent data is available), of the following items relative to the multiple hazard area:
 - Critical facilities, including, but not limited to the following:
 - Emergency operations center, police/fire stations
 - Hospitals and emergency shelters
 - Water and wastewater treatment plants and associated pumping stations
 - Power generation, transmission, and delivery facilities.

- Special population centers, such as day-care facilities, elderly housing, prisons
 - Hazardous material facilities
 - Evacuation routes
 - Maps that depict the location of parcels, structures, land use, and population.
 - Structures will be delineated by type of use (e.g. residential, commercial, industrial, etc).
- C. **Vulnerability Assessment:** Based on the existing plan, the County will develop an overview of its vulnerability to specific hazards. Digital maps and GIS data will be developed that identify local assets that are located within known hazard areas. HAZUS will be used to model losses as appropriate. This vulnerability assessment will include (as the data allows):
- Types and numbers of buildings, infrastructure, and critical facilities located within the planning area and within identified hazard areas.
 - An inventory of all repetitive flood loss structures, as defined by FEMA, if applicable.
 - Potential dollar losses from identified hazards will be estimated through a process that utilizes HAZUS-MH or GIS analysis of Madera County assessor's data with hazard locations.
 - Description of land uses and development trends to advise future land use decisions.
- D. **Capability Assessment:** The Consultant shall conduct a capability assessment that will inventory those existing plans, policies and procedures that the County has in place to temper the effect of hazards. This will include protective measures under the National Flood Insurance Program (NFIP), building codes, zoning ordinances, completed or ongoing mitigation projects, and mitigation policies established in the General Plans of participating jurisdictions.

3.3 Hazard Mitigation Strategy

The LHMP Update will include an updated mitigation strategy to address its exposure to identified hazards. This will require meetings of the HMPC, facilitated by the Consultant, to include the following tasks:

- A. Develop mitigation goal statements that focus on reducing the risk and vulnerability from the identified hazards.
- B. Inventory and evaluate the status of mitigation actions implemented since the 2010 Plan.
- C. Develop a comprehensive range of specific mitigation actions items being considered to reduce the effects of each hazard, based on the updated risk assessment. The range of potential action items will include emphasis on mitigating losses for new and existing buildings and infrastructure and for future development areas. This section will include a list of prioritized hazard mitigation action items that best meet Madera County's needs for hazard damage reduction. Prioritization factors will include an analysis of proposed mitigation projects

focused on several key areas, including but not limited to: economic (including benefits and cost), engineering, technical, legal, environmental, social, and political feasibility. Plan participants shall prioritize items with consideration and input from the entire group.

- D. Prepare Draft Plan: Based on previous tasks, Consultant shall prepare a draft plan in accordance with State and federal requirements. The Consultant will ensure that each required component for each plan participant is included in the Plan. The draft plan will be made available to the HMPC for review and comment. The Consultant will incorporate HMPC comments and prepare a public review draft to be distributed to interested parties.

3.4 Hazard Mitigation Plan Maintenance Process

- A. Monitoring, Evaluating, and Updating: This chapter will detail how the Madera County HMPC will monitor, evaluate, implement and update the Plan. For example, maintenance will occur at an annual meeting of the HMPC where the LHMP mitigation strategy and implementation progress will be evaluated and modified as appropriate. The Plan will be revised, updated, and readopted every five years in accordance with the requirements of the Disaster Mitigation Act of 2000.
- B. Incorporation into Existing Planning Mechanisms: Madera County will implement and incorporate hazard mitigation plan goals and actions into other local planning documents, such as the local emergency operations plan, community wildfire protection plans, stormwater plans, etc. Incorporation of the LHMP Update into the Safety Element of the General Plan for participating communities will be emphasized.
- C. Implementation Schedule: The completed LHMP Update will include procedures for ensuring the Plan's implementation, including an implementation schedule for each action item.
- D. Continued Public Involvement: Madera County is committed to continued public involvement in the LHMP development, maintenance, and future updates. A description of the public involvement activities for the Plan Update will be included.
- E. Final Plan: The Consultant will collect and incorporate public comments to the public review draft, make all necessary revisions, and will prepare a Final Plan for submittal to Cal OES and FEMA Region IX for review and approval.
- F. LHMP Adoption and Approval: The governing body of each participating jurisdiction will adopt the LHMP Update upon approval of the Plan from Cal OES and FEMA Region IX.

4.0 ASSURANCE OF DESIGNATED PROJECT TEAM

Proposer shall assure that the designated project team, including sub-Consultants (if any), is used for this project. Departure or reassignment of, or substitution for, any member of the designated project team or sub-Consultant(s) shall not be made without the prior written approval of the County.

5.0 GENERAL TERMS & CONDITIONS

- 5.1 **Draft Contract.** Upon completion of the evaluation and recommendation for award, the selected firm will be required to execute a Consultant services agreement, a draft of which is included as **Attachment C**.
- 5.2 **Independent Contractor.** At all times the Consultant shall represent himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself, or his/her employees, to be an employee of the County of Madera. Therefore, the Consultant shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the County of Madera, its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorney fees), and damage of any kind related to such matters.
- 5.3 **Publicity Clause:** Awarded firm(s) shall obtain prior written approval from the County for use of information relating to the County or any resulting Agreement in advertisements, brochures, promotional materials or media, press releases or other informational avenues.
- 5.4 **Non-Appropriation.** The County may terminate any resulting contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the contract was intended.
- 5.5 **Conflict of Interest.** The Consultant shall warrant that no official or employee of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the County.
- 5.6 **Non-Collusion.** Firms submitting proposals shall warrant that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary contractor and the associated sub-contractors.

- 5.7 **Indemnification & Insurance Requirements.** As may be required by the County Risk Manager.

6.0 PROPOSAL FORMAT REQUIREMENTS

Each response to this RFP shall include the information described in this section. Provide the information in the specified order. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFP. Excessive information will not be considered favorably.

All copies of the proposal should be bound or contained in loose leaf binders. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. Use section dividers, tabbed in accordance with this Section as specified below.

- 6.1 **Cover Letter** with the following information:

- Title of this RFP
- Name and mailing address of firm (include physical location if mailing address is a PO Box)
- Contact person, Email address, telephone number, and fax number.

The County will use email to notify your firm of critical developments such as interview schedules, notification of selection/non-selection, etc. Therefore, it is essential that you identify one or more contact persons who has frequent access to email. The County will not be responsible for delivery failure of email due to firewalls, spam filters, or individuals' failure to retrieve email messages. The County will not attempt to re-deliver any messages which fail due to no fault of the County.

- 6.2 **Signature Requirements** - The Cover Letter must be signed by an officer empowered by the Consultant to sign such material and thereby commit the Consultant to the obligations contained in the RFP response. Further, the signing and submission of a response shall indicate the intention of the proposer to adhere to the provisions described in this RFP and a commitment to enter a binding contract.

- Proposals submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the proposal a Power-Of-Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.
 - Proposals which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
 - Proposals which are submitted by an Individual doing business under a firm name (“dba”) shall be signed in the name of the individual doing business under the proper firm name and style.
- 6.3 **TAB A: Experience and Qualifications** – Provide a description of the firm. Provide a summary of the proposer’s qualifications to perform the services identified in this RFP and a summary of previous experience in providing these or similar services; identify the staff and their role on similar projects. Provide a minimum of three references for similar projects, including dates, contact person and phone number, and a brief description of the project. Identify the sub-Consultants, if any, you propose to utilize to supplement your firm’s staff and the services they would be providing.
- 6.4 **TAB B: Qualifications of Team/Staff** – Provide a summary of the expertise, qualifications and directly related experience of the proposed project manager and each team member assigned to this project and the qualifications/experience of any sub Consultant staff on your project team. Provide resumes of each team member in an appendix to your proposal.
- 6.5 **TAB C: Project Plan** – Provide a detailed discussion of your firm’s approach and methodology to the successful implementation of this project. Include a proposed work schedule to accomplish all of the required tasks within the desired timeline.
- 6.6 **TAB D: Required Statements** – This section must include the statements identified below. For your convenience, you may complete and return **Attachment A**.
- A. A statement that the submitting firm will perform the services and adhere to the requirements described in this RFP, including any addenda (*reference the addenda by date and/or number*).
 - B. Subsequent to award of this RFP, all or part of any submittal may be released to any person or firm who may request it, as prescribed by the State of California Public Records Act. Proposers shall include a statement that describes the specific portion(s) of their submittal that are considered proprietary and should not be releasable as public information. Proposers should be aware that all such requests may be subject to legal review and challenge.
 - C. Include a statement of assurance that you will not substitute members of your designated team without approval by Madera County staff (per **Section 4.0**)
 - D. Include a statement which declares there is no Conflict of Interest (per **Section 5.5**)

- E. Provide a statement attesting there has been no Collusion (see **Section 5.6**)
 - F. Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the draft contract (**Section 5.7**). (Please note that actual Certificates of Insurance are not required as part of your submittal.)
 - G. Provide a statement certifying that your firm is not currently subject to debarment under Title 49, Code of Federal Regulations, Part 29
- 6.7 **TAB E: Exceptions** – Describe any and all proposed exceptions, alterations or amendments to the Scope of Work or other requirements of this RFP, including the Draft Contract (**Attachment C**). The nature and scope of your proposed exceptions may affect the evaluation of your submittal and the County’s determination of whether it is possible to successfully negotiate a contract with your firm/individual.
- 6.8 **Cost Proposal** – Using the form provided in **Attachment B**, provide a total cost proposal for all services to be delivered, and a breakdown of costs delineated by tasks as described in your project plan. Include a schedule of hourly rates for all proposed staff and the amount of time each person will be devoted to this project. Include any reimbursable expenses requested to be paid by the County.

All cost proposals shall be signed and dated per Section 6.2 above and shall be submitted in a separate sealed envelope or package.

7.0 SUBMITTAL INSTRUCTIONS

- 7.1 Your submittal package shall include the following:
- **One (1) original and six (6) printed copies** of your proposal
 - **One (1) electronic copy** of your proposal in PDF format on CD, flash drive or other electronic media
 - **Two (2) copies** of your Cost Proposal in a separate, sealed envelope or package.
- 7.2 Proposals shall be submitted not later than the time and date indicated on the cover page of this RFP. All submittals shall be submitted in a sealed envelope or container and clearly marked with the RFP number and title on the outside of the parcel.
- 7.3 Proposals must be submitted ONLY to:
- Madera County Administration
Purchasing Department
400 West 4th Street
Madera, CA 93637
- 7.4 Faxed and/or emailed proposals shall not be accepted.
- 7.5 The County of Madera shall not be responsible for proposals delivered to a person or location other than that specified herein.

- 7.6 Late submittals shall not be accepted or considered.
- 7.7 All submittals shall be submitted in a sealed envelope or container, and clearly marked with the RFP number and title on the outside of the parcel.
- 7.8 All submittals, whether selected or rejected, shall become the property of Madera County and will not be returned.
- 7.9 The County reserves the right to waive minor defects and/or irregularities in proposals, and shall be the sole judge of the materiality of any such defect or irregularity.
- 7.10 All costs associated with proposal preparation shall be borne by the offeror.
- 7.11 All proposals shall remain firm for **one hundred twenty (120) days** following the closing date for the receipt of proposals.

8.0 EVALUATION CRITERIA

The following evaluation criteria and rating schedule will be used to determine the most highly qualified firm(s).

<u>Evaluation Criteria – Written Proposals</u>	<u>Maximum Points Possible</u>
A. Experience and qualifications on similar projects (per Sections 6.3)	30
B. Experience and qualifications of proposed staff (per Section 6.4)	40
C. Understanding of the project – Proposed Project Plan (per Section 6.5)	30
Total Possible Points:	100

The following evaluation criteria and rating schedule will be used during the interview phase (to be held at the County’s option) to determine the most qualified firm(s).

<u>Evaluation Criteria - Interviews</u>	<u>Maximum Points Possible</u>
A. Experience and qualifications of proposed staff (per Section 6.4)	40
B. Understanding of the project – Proposed Project Plan (per Section 6.5)	40
C. Cost Proposal (per Section 6.8)	20
Total Possible Points:	100

9.0 SELECTION PROCEDURE

- 9.1 Submittals will be reviewed for responsiveness, and responsive submittals will further be screened by a selection committee in accordance with the above criteria. The firm(s) submitting the highest rated proposal may be invited for interviews.
- 9.2 Interviews, if held, will be scored and ranked separately from the written proposals. However, the County may use criteria similar to the above Evaluation Criteria to score and rank firms' responses to interview questions or instructions, in addition to other relevant information provided or requested.
- 9.3 The County reserves the right to make an award without further discussion of the submittal with the offeror. Therefore, the proposal should be submitted initially on the most favorable terms that the firm or individual might propose.
- 9.4 The County reserves the right to award a contract to the firm(s) that presents the best qualifications and whose proposal best accomplishes the desired results.
- 9.5 The County reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate with the successful firm(s). In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.
- 9.6 The County will notify all proposers whether or not they are selected for the subject work. Email is the County's preferred method of communication for all stages of the RFP process.

REQUIRED STATEMENTS

This form is provided as a convenience for proposers to respond to the "Required Statements" section of this RFP. You may complete and return this form or include your own statements of assurance which meet the requirements.

By signature on the cover letter of this submittal and by including this document, I/we attest and agree to the following:

A. Scope of Work and Addenda

I/We will perform the services and adhere to the requirements described in this RFP, including the following addenda issued by the County (*list the addenda by date and/or number*):

B. Public Records Act

I/We acknowledge that subsequent to award of this RFP, all of part of this submittal may be released to any person or firm who may request it, as prescribed by the State of California Public Records Act (Govt. Code 6250, et seq), and that:

_____ None of this submittal is considered proprietary

OR

_____ The portions/pages of this submittal identified below are proprietary and/or confidential for the reasons stated (cite the specific exemptions allowed by the California Public Records Act/Government Code):

I/We acknowledge that the above statements may be subject to legal review and challenge.

C. Non-Substitution of Designated Staff

I/We assure that the designated project team, including sub-Consultants (if any), is used for this project and that departure or reassignment of, or substitution for, any member of the designated project team or sub-Consultant(s) shall not be made without the prior written approval of the County.

D. Non-Conflict of Interest

I/We warrant that no official or employee of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the County.

E. Non-Collusion

I/We warrant that this offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

F. Insurance Requirements

I/We agree to the indemnification and insurance requirements provided in the draft contract attached to the original RFP and that the cost of complying with the insurance requirements is included in our pricing. I/We agree to provide complete and valid insurance certificates within ten (10) days of the County's written request and acknowledge that failure to provide the documents within the time stated may result in the rejection of this proposal.

G. DEBARMENT AND SUSPENSION CERTIFICATION
TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The proposer, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this document.

COST PROPOSAL FORM

INSTRUCTIONS:

Provide a total cost proposal for all services to be delivered, and a breakdown of costs delineated by tasks as described in your project plan. Include a schedule of hourly rates for all proposed staff and the amount of time each person will be devoted to this project. Be sure to consider any travel costs and other related expenses for meetings as described in the Scope of Work. Define any reimbursable expenses requested to be paid by the County.

DESCRIPTION	COST
	\$
TOTAL COST:	\$

All cost proposals shall be signed and dated per Section 6.2 of this RFP and shall be submitted in a separate sealed envelope or package.

Name of Firm: _____

Authorized Signature: _____

Printed Name and Title: _____

Date: _____