



COUNTY OF KAUFMAN | PURCHASING DEPARTMENT
100 N. Washington St. | Kaufman, Texas 75142
469-376-4548 | purchasing@kaufmancounty.net

**RFQ 21-21: Construction Manager Agent Services –
Kaufman County Master Plan Facility Projects**

Return deadline is no later than: 2:00 p.m., Friday, August 6, 2021

Vendor Name: _____

RFQ 21-21: Construction Manager Agent Services – Kaufman County Master Plan Facility Projects

Table of Contents:

Legal Notice 3

Response Instructions / Requirements 4

Project Timetable 5

Standard Terms and Conditions 5

Respondent’s Acceptance – SIGNATURE REQUIRED..... 7

Section 1: OBJECTIVES & BACKGROUND 8

SECTION 2: NOTICE TO PROPOSERS 8

SECTION 3: SUBMISSION OF PROPOSAL..... 10

SECTION 4: SCOPE OF WORK & MINIMUM REQUIREMENTS 12

SECTION 5: EXECUTION OF OFFER..... 14

Conflict of Interest Form (CIQ) 15



LEGAL NOTICE

Kaufman County, Texas
Advertisement for Submittals

Sealed bids will be received in the office of the Purchasing Agent located at 100 N. Washington, Kaufman, Texas 75142 until **Friday, August 6, 2021 at 2:00 p.m.** for the following:

RFQ 21-21: Construction Manager Agent Services – Kaufman County Master Plan Facility Projects

Specifications may be obtained online (<https://www.kaufmancounty.net/county-offices/purchasing-agent/>), through the online bidding site (<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=fbdcaf8b-5a8c-49b1-9c7f-e2774c03dc3d>), in the office of the Purchasing Agent located at 100 N. Washington St., Kaufman, Texas, or requested by email (purchasing@kaufmancounty.net).

All submittals must be clearly addressed to the Purchasing Department and include the solicitation name and number on the outside of the package. Kaufman County cannot guarantee, due to internal mail delivery procedures, any submittals sent priority mail will be picked up from the post office by County mail employees and delivered to the Purchasing Department by the closing date and time. It is recommended that submittal deliveries be made either in person or via an alternate delivery method ensuring delivery to the physical address.

Respondents shall bear full responsibility for ensuring that the submittal is delivered to the specified location by due date and time. Late submittals will be considered as non-responsive and may be returned un-opened, upon request by and at bidder's expense.

SOLICITATION NAME: Construction Manager Agent Services – Kaufman County Master Plan Facility Projects

SOLICITATION NUMBER: RFQ 21-21

DUE DATE/TIME: 2:00 p.m., Friday, August 6, 2021

MAIL OR DELIVER TO: Kaufman County Purchasing Department
Attn: Raylan Smith
Kaufman County Courthouse – Annex
100 N. Washington St.
Kaufman, Texas 75142

County reserves the right to reject all submittals and to waive any informality in submittals received, deemed to be in the best interest of the County. No officer or employee of Kaufman County shall have a financial interest, direct or indirect, in any contract with Kaufman County.

RFQ 21-21: Construction Manager Agent Services – Kaufman County Master Plan Facility Projects

Response Instructions / Requirements

Submission of Proposal / Bids: Original bid document shall be **sealed** and marked “**RFQ 21-21: Construction Manager Agent – Kaufman County Master Plan Facility Projects**”. Submission deadline, **2:00 p.m., Friday, August 6, 2021**.

Kaufman County | Purchasing Department
Raylan Smith, Purchasing Agent
100 N. Washington
Kaufman, Texas 75142

1. Respondents are prohibited from contacting or communicating in any means with any consultant, employee, manager, or elected official of Kaufman County concerning this bid / proposal except for questions concerning the proposal by Respondents directed through Kaufman County Purchasing Agent by email purchasing@kaufmancounty.net. Failure to comply with this guideline could result in disqualification from the bid process.
2. **All bids / proposals must be sealed** when returned to Kaufman County.
3. The bid must be signed and dated by a representative of the vendor’s company who is authorized. It should be sealed, and received by the Kaufman County Purchasing Agent, 100 N. Washington Street, Kaufman, Texas 75142 by the closing date and time specified. A facsimile transmission is **not** an acceptable response to this Bid.
4. All questions / checklists / blanks must be included in your response on the forms provided or the format requested. Failure to include any of the requested information within your bid may result in rejection / disqualification.
5. BIDS / PROPOSALS WILL BE received and publicly acknowledged at the Kaufman County Purchasing Department located at the address listed above on **Friday, August 6, 2021 at 2:00 p.m.** Vendors, their representatives, and interested persons may be present.
6. **It is the bidder’s sole responsibility to print and review all pages of the bid document, attachments, questions and their answers, addenda and special notices. The Bid Proposal Signature Form, Certification of Eligibility and contract must be signed and returned. Failure to provide signatures on these forms could render bid non-responsive.**
7. **All documents relating to this bid including but not limited to, the bid document, questions, and their responses, addenda and special notices will be posted under the Bid number on the Kaufman County Purchasing Department website and available for download by bidders and other interested parties. It is the bidder’s / respondent’s sole responsibility to review this site and retrieve all related documents prior to the Bid due date.**
8. Any bid / proposal received after the date and/or hour set for bid opening will not be accepted. Bidder will be notified and will advise the Kaufman County Purchasing Department as to the disposition of the bid, either by pick up, return at bidder’s expense, or destroyed with written authorization by bidder. If bids / proposals are sent by mail to the Purchasing Department, the bidder shall be responsible for actual delivery of the bid to the Purchasing Department before the advertised date and hour for opening of bids. If mail is delayed either in the postal service or in the internal mail system of Kaufman County beyond the

date and hour set for the bid opening, bids thus delayed will not be considered and will be disposed of as authorized.

9. Accuracy for all mathematical and number entries is the sole responsibility of the bidder. Kaufman County will not be responsible for errors made by the bidder.

10. Project Timetable:

a. The project timetable set out herein represents the best estimate of schedule that will be followed. If a component of the schedule, such as the opening date, is delayed, the rest of the schedule may be shifted by the same number of days.

b. Proposals must be received no later than **2:00 p.m.** Central Standard Time (CT) on **Friday, August 6, 2021** (“Response Due Date”) at the location specified.

Release RFP	Tuesday, June 29, 2021
Pre-bid / Site Evaluation(s)	N/A
Deadline for written questions	Friday, July 23, 2021 5:00 p.m.
Deadline for Submission of Proposals / Bids	Tuesday, August 6, 2021 2:00 p.m.

Standard Terms and Conditions

Responses are solicited for “**RFQ 21:21: Construction Manager Agent – Kaufman County Master Plan Facility Projects**”. By returning this proposal with price(s) quoted and forms executed, Respondent’s certify and agree to the following:

1. Only the Commissioners Court of Kaufman County, Texas, acting as a body may enter into any type of agreement or contract on behalf of Kaufman County. Department heads, other elected or appointed officials, are not authorized to enter into any type of agreement or contract on behalf of Kaufman County, or to agree to any type of supplemental agreements or contracts for goods or services. Contracts are subject to review by the County’s attorney prior to signature by the authorized County official.
2. The Respondent shall be considered an independent contractor and not an agent, servant, employee, or representative of the County in the performance of the work. No term or provision, hereof, or act of the Respondent shall be construed as changing that status.
3. The Respondent shall defend, indemnify, and shall hold harmless the County and all its officers, agents, employees, from and against all suits, actions, or claims of the character, name, and description brought for or on account of any injuries or damages (including but not restricted to death) received or sustained by any person(s) or property on account of, arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the Respondent on the execution or performance of the Contract.
4. Kaufman County reserves the right to terminate an agreement / contract at any time, without cause, upon thirty (30) days written notice to Respondent. Upon termination, Kaufman County shall pay Respondent for those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with the Contract, except no payment shall be made for costs recoverable by Respondent in the normal course of doing business or which can be mitigated through the sale of supplies or materials obtained for use under this Contract. It is further agreed by Respondent that Kaufman County shall not be liable for loss or reduction of any anticipated profit.

5. Advertising – Respondent shall not advertise or publish, without Kaufman County’s prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
6. No negotiations, decisions, or actions shall be executed by the Respondent as a result of any discussions with any public service official, employee, and/or consultant. Only those transactions provided in written form may be considered binding.
7. All documents submitted as part of the Respondent’s offering will be deemed confidential during the evaluation process.
8. **Conflict of Interest Questionnaire (CIQ) Form** – Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form (CIQ), the vendor or person’s affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Kaufman County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. By submitting a response to this request, the vendor represents that it is following the requirements of Chapter 176 of the Texas Local Government Code. Original, completed forms should be included, if applicable, in your response.
9. **Certificate of Interested Parties Form 1295** – In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a government entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties form to the governmental entity or state agency at the time the business entity submits the signed contract to the government entity or state agency. The form discloses any interested parties who have a controlling interest (10% or more ownership) in the business entity and those who actively participate in facilitating the contract or negotiate the terms of the contract (broker, intermediary, advisor, and/or attorney), if any. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The “Certificate of Interested Parties” form must be completed on the Texas Ethics Commission website, printed, signed, and submitted to the County by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. To obtain additional information on HB 1295, to learn more about Texas Ethics Commission process to create a new account or to complete an electronic version of Form 1295 for submission with a signed contract, please go to the following website: <https://www.ethics.state.tx.us/tec/1295-Info.htm>. Instructional videos for business entities on how to file online can be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

The identification number (section 3 of form 1295) is this solicitation number.

10. **Nondiscrimination Authorities** – The Respondent, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to: Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq., 78 stat. 252), and 49 CFR Part 21. The respondent will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements or materials and leases of equipment. The Respondent will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices.

11. **TEXAS PUBLIC INFORMATION ACT** – All responses submitted to Kaufman County become the property of Kaufman County and are subject to the Public Information Act (Texas Government Code Chapter 552). The interested firms/individuals should familiarize themselves with the provisions of the Act. In no event shall Kaufman County, or any of its agents, representatives, consultants, directors, officers, or employees, be liable to a firm/individual for the disclosure of all or any portion of a response submitted pursuant to the solicitation. If a firm/individual has special concerns about information that it desires to make available to Kaufman County, but which it believes constitutes a trade secret, proprietary information, or other information excepted from disclosure, such firm/individual should specifically and conspicuously designate (i.e., mark confidential) each page of that information, which the Respondent believes, should not be disclosed outside Kaufman County. Disclosure of requested information will be subject to the Texas Public Information Act.

12. **Purchasing Agent as Contract Administrator** – The Purchasing Agent will serve as sole liaison between the Kaufman County Commissioners Court, the affected Kaufman County Departments, and the successful vendor. Unless directly outlined in this specification the vendor shall consider only the Purchasing Agent authorized to communicate, by any means, information or suggestions throughout the solicitation process. The Purchasing Agent has been designated the responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection, and delivery. The County will not pay for work, equipment or supplies, which it deems unsatisfactory. Vendors will be given a reasonable opportunity to correct deficiencies before termination. This, however, shall in no way be construed as negating the basis for termination for non-performance.

Standard Terms & Conditions - RESPONDENT’S ACCEPTANCE – By submitting a response to this solicitation, the respondent certifies that it has fully read and understands the terms, conditions, and statements and has knowledge of the scope and quality of the services to be furnished and intends to adhere to the provisions described herein. Respondent understands and agrees that this solicitation is issued predicated on anticipated requirements for Kaufman County and that Kaufman County has made no representation, written or oral, that any such requirements be furnished under a contract arising from this solicitation. Respondent acknowledges and understand that the Commissioners Court of Kaufman County reserves the right to refuse to award a contract for any or all services covered in this solicitation. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent which arises from Respondent’s performance hereunder shall be at the sole risk and responsibility of the Respondent.

Signature

Printed Name

Date

This original, along with original signature MUST be returned with solicitation response

RFQ 20-16: 2019 Kaufman County Bond Program – Construction Manager-Agent Services

SECTION 1: Objectives & Background

- 1.1 OBJECTIVES OF THIS REQUEST FOR QUALIFICATIONS** – Kaufman County leadership is interested in soliciting SOQ in response to this Request for Qualifications 21-21 (“RFQ”) from contractors, hereafter referred to collectively as “Proposers”, to provide Construction Manager-Agent Services as more particularly described in Section 4 (Scope of Work) of this RFQ.
- 1.2 DESCRIPTION OF KAUFMAN COUNTY** – At 808 square miles and more than an estimated 120,000 residents, U.S. Census Bureau estimates now rank Kaufman County as the 3rd in the nation for the greatest percentage growth between 2017 and 2018, among counties of 20,000 people or more and continues to grow.
- 1.3 PROJECT BACKGROUND** – Kaufman County leadership is engaged in the programming, design, and/or construction of a wide variety of both new and renovation projects. These projects include, but are not limited to, historical Courthouse renovations, court facilities, office space, and other public buildings. Specific projects are not known at this time.

Typical Project Details – New construction projects include projects both large and small for brand new facilities as well as building renovations and additions. Typical renovation projects for Kaufman County include the renovation of building, roofing, exterior systems, mechanical, electrical, plumbing, telecommunications, security, audio / visual systems, and the like. Typical restoration projects including working on historical buildings and the upgrade of those building components.

Special Concerns – In seeking a Construction Manager-Agent, the County is looking for qualified construction professionals, with current, and prior experience in the management of projects as Construction Manager Services.

- 1.4 TERM OF AGREEMENT** – If the County enters into an Agreement, as a result of this RFQ, the County anticipates the initial term of the Agreement will be for three (3) years (“Initial Term”), with the option, at the County’ discretion, to extend the Contractor’s Services for two (2) additional one (1) year terms (“Extension Term”). The Initial Term and each Extension Term are collectively referred to as the “Term”. When the evaluation process is completed the successful Respondent is determined, award of contract will be made. The successful Respondent shall be required to execute a formal contract / agreement at Kaufman County offices in Kaufman, Texas within ten (10) days after being notified in writing of the selection.

SECTION 2: Notice to Proposers

PROPOSER IS CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFQ CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

- 2.1 SUBMITTAL DEADLINE** – Proposals must be received by the County Purchasing Department on or before **2:00 p.m., Friday, August 6, 2021**, and must be delivered to:

**Kaufman County Purchasing Department
100 N. Washington St.
Kaufman, Texas 75142
RE: RFQ 21-21**

2.2 INQUIRIES AND INTERPRETATIONS – All questions concerning this RFQ shall be emailed to purchasing@kaufmancounty.net, with “RFQ 21-21” in the subject line. Responses to questions will be posted on the purchasing website (<https://www.kaufmancounty.net/purchasing/about/bids-and-proposals/>). Questions will be accepted until **5:00 p.m., Friday, July 23, 2021**. The County will have a reasonable amount of time to respond to questions or concerns. It is the County’s intent to respond to all appropriate questions and concerns; however, the County reserves the right to decline to respond to any question or concern. Only County responses that are made by formal written Addenda will be binding on the County. Any verbal responses, written interpretations, or clarifications other than Addenda to this RFQ will be without legal effect. All Addenda issued by County prior to the Submittal Deadline will be and are hereby incorporated as part of this RFQ for all purposes.

2.3 RFQ CONTACT PERSON – Proposers will direct all questions, comments, or concerns regarding this RFQ to the following County contact (“County Contact”):

Raylan Smith, Purchasing Agent
Kaufman County Purchasing Department
100 N. Washington St. | Kaufman, Texas 75142
Phone: 469-376-4548 | Email: purchasing@kaufmancounty.net

2.4 TEXAS PUBLIC INFORMATION ACT – Kaufman County considers all information, documentation, and other materials submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code §552.001, et seq.) after a contract is awarded. Respondents are hereby notified that Kaufman County strictly adheres to all statutes, court decisions, and opinions of the Attorney General with respect to disclosure of RFQ information.

2.5 LATE SUBMISSIONS – Qualifications received after the submission deadline will not be opened and will be considered void and unacceptable. Kaufman County is not responsible for lateness or mail, courier service, etc.

2.6 RESPONDENT’S ACCEPTANCE – By submitting a response to this RFQ, the respondent certifies that it has fully read and understands the terms, conditions, and statements of this Request for Qualifications and has knowledge of the scope and quality of the services to be furnished and intends to adhere to the provisions described herein.

2.7 COMMITMENT – Respondent understands and agrees that this RFQ is issued predicated on anticipated requirements for Kaufman County and that Kaufman County has made no representation, written or oral, that any such requirements be furnished under a contract arising from this RFQ. Respondent acknowledges and understand that the Commissioners Court of Kaufman County reserves the right to refuse to award a contract for any or all services covered in this RFQ. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent which arises from Respondent’s performance hereunder shall be at the sole risk and responsibility of the Respondent.

2.8 CRITERIA FOR SELECTION – The successful Proposer, if any, selected by County, in accordance with the requirements and specifications set forth in this RFQ will be the Proposer that submits a proposal in response to this RFQ on or before the Submittal Deadline th at is the most advantageous to the County. The successful Proposer is referred to as the “Contractor”. Selection will be based on the Offeror that submits the proposal that offers the best value for the County based on (1) the selection criteria and the weighted value of those criteria in this request RFQ; and (2) the County’s ranking evaluation.

Proposer is encouraged to propose terms and conditions offering the maximum benefit to County in terms of:

1. Services to the County;
2. Total overall cost to the County; and
3. Construction manager expertise

Proposers should describe all applicable discounts that may be available to the County in a contract for the Services. An evaluation team from the County will evaluate proposals. The evaluation of proposals and the selection of Contractor will be based on the information provided by Proposer in its proposal. The County may consider additional information if County deems such information relevant.

Based on the Evaluation Committee review, several firms may be short-listed, for further consideration and may be required to submit supplemental information and an interview or presentation. The County reserves the right to reject all submissions or accept multiple submissions.

By submitting a proposal, Proposer acknowledges:

1. Proposer's acceptance of
 - a. the Proposal Evaluation Process
 - b. the Criteria for Selection
 - c. the Scope of Work
 - d. the terms and conditions of the Agreement
 - e. all other requirements and specifications set forth in this RFQ
2. Proposer's recognition that some subjective judgments must be made by the County during this RFQ process.

The criteria to be considered by the County in evaluating proposals and selecting Contractor, will be those factors listed below with their relative weightings:

FIRM & INDIVIDUAL QUALIFICATIONS	30 points
PROFESSIONAL ORGANIZATION	15
PROJECT EXPERIENCE & REFERENCES	30
CONSTRUCTION MANAGEMENT APPROACH	15
DESCRIPTION OF FEE SCHEDULE	10
TOTAL POINTS:	100 points

SUPPLEMENTAL CONSIDERATION – As a supplement to the above-described criteria, County may give consideration to any additional information and documentation submitted by a Proposer if County deems such information to be relevant, and to serve the best interests of, and provide the best value to, County.

SECTION 3: Submission of Proposal

3.1 REQUIRED HARD COPIES AND SUPPLEMENTAL ELECTRONIC VERSION

3.1.1 NUMBER OF HARD COPIES AND REQUIRED ORIGINAL SIGNATURE – Proposer should submit a total of four (4) complete and identical copies of its *entire* proposal. An *original* signature by an authorized officer of Proposer must appear on the "Execution of Offer" of at least one (1) copy of the submitted proposal. **The copy of the Proposer's proposal bearing an original signature should contain the mark "original" on the front cover of the proposal.**

3.1.2. **DIGITAL COPY** – Proposers must include with their response a supplemental version of Proposer’s response via USB drive. The supplemental version of Proposer’s response should include all relevant information contained within the hard copy submission.

3.2 PREPARATION AND SUBMITTAL INSTRUCTIONS – the response to this RFQ shall be submitted in the manner described in this Section. Each category must be separated by index dividers and the index divider must extend so that each tab can be located without opening the proposal and labeled with the corresponding tab reference noted below. Failure to submit the Proposal in the manner specified may result in a premature opening of, post-opening of, or failure to open and consider that proposal and may be cause for elimination of that Respondent from consideration for award.

3.2.1 **TAB A: EXECUTION OF OFFER** – Proposer must complete, sign, and return the attached “Execution of Offer” as part of its proposal. The Execution of Offer must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. Any proposal received without a completed and signed Execution of Offer may be rejected by the County, in its sole discretion.

3.2.2 **TAB B: FIRM PROFILE**

- List company name and address
- How many years has your company provided professional construction management services?
- What other services does your firm provide beside professional construction management?

3.2.3. **TAB C: PROFESSIONAL ORGANIZATION**

- How many people are employed by your organization?
- List the project team which will service the project and provide an organizational chart of those who will be involved in the project.
- Describe the role of each person proposed for this project and their experience in this type of project.
- Proposed superintendent, managers, and staff may be changed only with the express prior written permission of the County. However, the County retains the right to approve or reject replacements.

3.2.3 **TAB D: PROJECT EXPERIENCE & REFERENCES**

- List your experience providing Construction Management services for similar building facilities in your region.
- List five (5) government entities references including name, title, project description, phone, and email addresses.
- Based on your professional organization, can you manage the project(s) proposed by the County?

3.2.4 **TAB E: CONSTRUCTION MANAGEMENT APPROACH**

- How do you propose to manage the following:
 - a) Cost estimating and cost control
 - b) Project scheduling
 - c) Coordination with other consultants and Architect
 - d) Procurement of bids for construction
 - e) Project supervision and management
 - f) Communications with the County and Architect

3.2.5 TAB F: WORK LOAD

- List your firm’s current construction management projects, including type of project, location, size, and anticipated completion date.

3.2.6 TAB G: DESCRIPTION OF FEE SCHEDULE – Please describe the process for calculating your company’s fee schedule, including your proposed breakdown of project costs, preconstruction service fees as well as construction service fees. Information should include company’s approach for calculation of management costs, percentage of project costing or flat-fee rates for each subcategory. Such fees shall include, but not be limited to:

- Preconstruction Service Fee: includes cost estimating, value engineering, constructability reviews, preliminary construction and staging, and other related preconstruction services.
- Construction Services Fee: includes project manager, project superintendent, clerical costs, vehicle expenses for staff, construction administration tasks, closeout documents, corporate wide costs (safety programs, QC programs, scheduling, etc.).

3.2.5 TAB H: ADDITIONAL INFORMATION –

1. Insurance Certificates
2. Form 1295 from the Texas Ethics Commission
3. Supplementary information
4. Other supporting materials and work portfolio which demonstrates the firm’s work quality.

3.3 PROPOSAL VALIDITY PERIOD – Each proposal must state that it will remain valid for County’s acceptance for a minimum of one hundred twenty (120) days after the Submittal Deadline, to allow time for evaluation, selection, and any unforeseen delays.

SECTION 4: Scope of Work & Minimum Requirements

4.1 GENERAL – The minimum requirements and the specifications for the Services, as well as certain requests for information to be provided by Proposer as part of its proposal, are set forth below. As indicated in **Section 2.3** of this RFQ, the successful Proposer is referred to as the “Contractor”.

4.2 SCOPE OF WORK – The scope of services is to perform typical and complete Construction Manager-Agent in conjunction with multiple KAUFMAN COUNTY construction projects working with the County staff and any appropriate consultants. Specific projects include but are not limited to the new construction of a Justice Center, as well as other new construction and/or renovations throughout the County, based on facility needs as determined. The services requested will be for pre-construction services and construction services as detailed below:

- Develop detailed cost estimate based on architectural design documents.
- Assist and manage team meetings with the Owner, Architect, and subcontractors.
- Prepare a detailed project schedule and staging.
- Work with County and Architect on value engineering options, if needed.
- Provide constructability reviews.

- Provide services to the County that include the advertising of the request for bids, securing bids, analyzing bid results, and furnishing recommendations on award of contracts that are pursuant to State of Texas Statutes – Local Government Code §262 and Government Code §2269.
- Provide comprehensive construction phase administration which would include on-going full-time supervision, project management, and inspection of work, scheduling of required testing services, review shop drawings, preparation of change orders, and contractor payment estimates, final inspection, and submitting project closeout documents.
- The Construction Manager-Agent will not be allowed to “self-perform” any divisions of the work.
- The Construction Manager-Agent will not be allowed to bid any divisions of work.
- Perform all other related work as required by the County.

RFQ 21-21: Construction Manager Agent – Kaufman County Master Plan Facility Projects

SECTION 5: Execution of Offer

Proposal of: _____
(Proposer Company Name)

TO: Kaufman County – Purchasing Department

RFQ TITLE: Construction Manager Agent – Kaufman County Master Plan Facility Projects

RFQ: 21-21

This Proposal shall remain in effect for the Proposal Validity Period (ref Section 3.3) and shall be exclusive of federal excise and state and local sales tax (exempt).

The person signing this Response on behalf of the Offeror represents to Owner that:

- 1) The information provided herein is true, complete, and accurate to the best of the knowledge and belief of the undersigned; and
- 2) He/she has full authority to execute this Response on behalf of Offerors.
- 3) Offeror has received the addenda of this RFQ, specifically Addenda numbered:

Executed this the _____ day of _____, 2021.

Entity Name

Signature

Street & Mailing Address

Print Name of Signatory

City, State, & Zip

Title of Signatory

Telephone Number

Email Address

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
 This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).
 By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.
 A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 **Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**

7

_____ _____

Signature of vendor doing business with the governmental entity Date

Selected vendor will be required to complete 1295 form prior to contract award