

TOM GREEN COUNTY, TEXAS

REQUEST FOR PROPOSAL

**PUBLIC DEFENDERS OFFICE RENOVATION - CONSTRUCTION MANAGER AT RISK
(RFP) 22-012**



Prepared By:

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Due Date: 1/26/2022

RFP 22-012

TABLE OF CONTENTS

	Page
INTRODUCTION.....	4
SPECIFICATIONS FOR PROPOSAL.....	5
SCOPE OF SERVICES.....	5
REQUEST FOR PROPOSAL.....	8
1. PROPOSAL SUBMISSION.....	8
2. LATE PROPOSAL.....	9
3. ALTERING PROPOSAL.....	9
4. WITHDRAWAL OF PROPOSAL.....	9
5. PROPOSAL OPENING.....	9
6. AWARD OF PROPOSALS.....	9
7. SITE VISIT.....	10
8. FORMATION OF CONTRACT.....	10
9. CONTRACT TERM.....	10
10. EVALUATION CRITERIA AND FACTORS.....	10
11. INTERVIEW.....	12
12. REFERENCES.....	12
13. INSURANCE.....	12
14. TERMINATION.....	12
15. SEVERABILITY.....	12
16. DUTY OF VENDOR.....	12
17. PERFORMANCE OF CONTRACT.....	13
18. CAVEAT.....	13
19. VARIATION IN QUANTITY.....	13
20. NON-EXCLUSIVE CONTRACT.....	13
21. REQUIREMENTS OF SPECIFICATIONS.....	13
22. SILENCE OF SPECIFICATIONS.....	13
23. CONFLICT OF INTEREST.....	14
24. CONFIDENTIALITY.....	14
25. ADDENDA.....	14
26. CHANGE ORDERS.....	14
27. ASSIGNMENT.....	14
28. VENUE.....	14
29. SUBMITTAL OF CONFIDENTIAL MATERIAL.....	14
30. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE OFFERORS.....	15
31. INDEMNIFICATION.....	15
32. WARRANTY.....	15
33. SALES TAX.....	15
34. DELIVERY.....	16
35. TITLE AND RISK OF LOSS.....	16
36. DESIGN, STANDARDS, AND PRACTICES.....	16
37. PATENTS/COPYRIGHTS.....	16
38. INVOICES AND POINT OF CONTACT.....	16
39. PAYMENT.....	16
40. FUNDING.....	17
41. DISCOUNTS.....	17

42. DEBARMENT	17
43. CONFLICTS BETWEEN REQUEST FOR PROPOSAL AND PROPOSAL	17
44. COMPLIANCE	17
45. DISCRIMINATION	18
46. CONFLICT OF INTEREST QUESTIONNAIRE (CIQ)	18
47. HB 1295	18
48. VENDOR RESTRICTIONS REGARDING BOYCOTTS OF ISRAEL	19
49. PROPOSAL SECURITY	19
50. RETURN OF PROPOSAL SECURITY	19
51. PERFORMANCE AND PAYMENT BOND	19
52. WAIVER OF BONDS	20
53. TEXAS STEEL RESOLUTION	20
CHECKLIST FOR CERTIFICATIONS AND DOCUMENTATION	21
EXHIBITS	22
ATTACHMENTS	36
SUBMISSION AFFIDAVIT	37-38

INTRODUCTION

Proposals are being accepted for RFP# 22-012 Public Defenders Office Construction Manager at Risk (CMAR). This RFP is provided by Tom Green County (the County) for the purpose of soliciting proposals from prospective vendor(s) to provide Construction Manager at Risk services for the Renovation of the west-end of the first level of the Keyes' Building for a New County Public Defender's Office. The office is approximately ~5,000 square feet and will contain a Reception Lobby, Offices, Conference Room, Breakroom, Filing/Library, Electrical Room, I.T. Room and Support Ancillary Spaces, etc. Location of project: Edd B. & Francis Frink Keyes Building, **133 W. Beauregard Ave., San Angelo, TX 76903.**

The selection process for this project will be accomplished by the Construction Manager at Risk method, utilizing the One-Step process as provided in the Texas Government Code Chapter 2269.253:

This Request is Step One (1) of the one-step process. **The Respondents are requested to provide qualification information and pricing information for this RFP.**

These are the only approved instructions for use on your proposal. Items contained herein apply to and become a part of Terms and Conditions of the proposal. Any exceptions thereto must be in writing.

The contractor shall furnish all labor, tools, equipment and materials in order to fulfill the obligations of this contract.

Tom Green County reserves the right to reject any proposal which: fails to meet the mandatory requirements as stated; does not comply with the specification requirements of the RFP; or exceeds budgetary expectations.

SCHEDULE

Issue RFP	December 22, 2021
Optional Site-Visit	January 5, 2022
Written Inquiries must be received by	January 10, 2022
Responses to inquiries by	January 19, 2022
Proposals Due	January 26, 2022

Please be sure to submit all required forms and documentation.

Questions concerning this RFP should be directed in writing to **Tom Green County Auditor's Office, Dustin Klein.** Email to purchasing@co.tom-green.tx.us

*Any catalog, brand name or manufacturer's reference used in a proposal invitation is descriptive-NOT restrictive-it is used only to indicate type and quality desired. Proposals on brand of like nature and quality will be considered. If the proposal is based on other than the reference specifications, the proposal must show the manufacturer, brand or trade name, lot number, etc., of the article offered. If other than the brands(s) specified is offered, illustrations and complete descriptions should be made part of the proposal. If the offeror takes no exception to specifications or reference data, he/she will be required to furnish brand names, numbers, etc. as specified.

SPECIFICATIONS FOR PROPOSAL

Tom Green County requests Proposals from qualified and experienced firms for a Construction Manager at Risk for the remodel of the Edd B. & Francis Frink Keyes Building.

The selection process for this project will be accomplished by the Construction Manager at Risk method, utilizing the **One-Step** process as provided in the Texas Government Code Chapter 2269.253:

Budget: Total Estimated Budget of project: \$700,000.00

Each submitting company must include the following items in its response to the RFP:

1. Cover letter containing the name, address, telephone number, email address, and main contact name of primary company and each participating company other than primary company.
2. Number of total personnel and personnel assigned to this project, by discipline for each participating company.
3. Outline of specific areas of responsibility (financial management, labor standards, environmental review, etc.) and team lead for primary and each participating company.
4. Brief resume of key personnel including name/title, name of company, experience, education, professional registration or licensure number, and other relevant qualifications.
5. List of recent work completed by primary company and each participating company that may be relevant to the project, including project name/location, type of work, funding source (if known), company's responsibilities and services provided, project owner's main contact/address/telephone number, approximate completion date, and estimated project cost.
6. Each submitting company should include a list for valid licenses and certifications held by personnel assigned to project.

SCOPE OF SERVICES:

The scope of work shall include a complete review of the proposed renovations. Upon completion of the construction documents by the architect, the Construction Manager at Risk shall publicly advertise, as prescribed for a governmental entity under Texas Government Code Section 2269 and receive bids and/or proposals from trade contractors or subcontractors for the performance of all elements of the work. The Construction Manager at Risk shall make award recommendations to the Commissioner's Court.

ADDITIONAL SCOPE OF SERVICES

A. Part 1 – Preconstruction Services (Pertaining to the Recreation Grant Non-Urban Local Park)

Part 1 services will include, but not necessarily be limited to, preparation of the following documents and completion of the following services:

1. Attend regularly scheduled project team meetings in San Angelo.

2. Work with Architects during Design Development.
3. Review of the design documents for constructability, completeness, accuracy, and proper coordination of disciplines.
4. Continual review of design documents and preparation of detailed construction estimates to confirm conformance to the approved project budget.
5. Continual value analysis of the design and identification of opportunities to meet or reduce construction costs and/or improve facility performance.
6. Development of a detailed construction schedule for the project, include identification of long lead items and owner supplied equipment and materials.
7. Development of detailed budget estimates at critical milestones
8. Development of a comprehensive list of subcontractors and suppliers.
9. Development of Bid/Proposal Packages for all work required in accordance with TGC Purchasing Department guidelines.
10. Establish proposal schedules and conduct pre-proposal conferences.
11. Analyze responses, conduct pre-award conferences and negotiations with successful Proposers and recommend responses to be accepted or rejected.
12. Obtain permits and other governmental reviews and approvals.
13. Development of a Guaranteed Maximum Price (GMP). If a mutually agreeable GMP cannot be reached, services can be terminated and Tom Green County will pay Construction Manager for services up to that time.
14. The Construction Manager will advertise the proposal packages for the trade contractors as described in Section 2269.255 of the Texas Government Code.
15. The Construction Manager may perform portions of the work if it complies with Section 2269.255 of the Texas Government Code.
16. The Construction Manager will review the received proposals as outlined in Section 2269.256 of the Texas Government Code.
17. The Construction Manager will cooperate with the Owner and Architect in the procurement, coordination and incorporation into the construction of products supplied to the Owner.

B. Part 2 – Construction Services

Part 2 services include all normal services associated with the construction of the facilities for the project described.

1. Specific items of consideration relative to the project are as follows:
 - a) The selected Construction Manager will be responsible for the development and coordination of the project's overall construction schedule, from initial site mobilization to completion.

- b) The project will be operated in an “Open Book” fashion, where all estimates, quantities, unit prices, labor rates, budgets, subcontractor and supplier responses and all other information shall be made available for Tom Green County’s review and use.
 - c) The selected Construction Manager shall be responsible for compliance with prevailing wage rates and other labor and employment laws per Chapter 2258 of the Texas Government Code.
2. Oversight of all construction.
 3. Be onsite for all work performed by contractors.
 4. Manage construction work performed by contractors.
 5. Coordinate all aspects of work done on site with County personnel and contractors.

REQUEST FOR PROPOSAL

1. PROPOSAL SUBMISSION

The offeror is expected to thoroughly examine the specifications and all instructions contained in this RFP.

PROVIDE ONE (1) ORIGINAL (SIGNED IN INK) AND THREE (3) COPIES OF YOUR PROPOSAL, SEALED IN A MARKED ENVELOPE TO:

TOM GREEN COUNTY AUDITOR

113 WEST BEAUREGARD

SAN ANGELO, TEXAS 76903-5834

325-659-6500

Sealed proposals shall be received no later than:

2:00 p.m. Wednesday, January 26, 2022

And will be publicly opened in the County Auditor's Conference Room located on the second floor of the Judge Edd B and Frances Frink Keyes Building at

113 W. Beauregard Ave., San Angelo, Texas

At 2:15 p.m.

MARK THE OUTSIDE OF EACH ENVELOPE:

"RFP# 22-012"

In the event that Tom Green County Offices are officially closed on a proposal opening day, proposals will be received until 2:00 p.m. on the next business day, at which time the proposals will be publicly opened.

If offeror does not wish to submit an offer at this time but desires to remain on the list for this service, please submit a "NO OFFER" by the same time and at the same location as stated above. If response is not received for three consecutive RFPs, offeror shall be removed from list. If however, you choose to "NO OFFER" this service and wish to remain on list for other services, please state the particular service under which you wish to be classified.

Tom Green County is always very conscious and extremely appreciative of the time and effort you must expend to submit an offer. We would appreciate your indicating on any "NO OFFER" response, the requirements of this RFP which may have influenced your decision to "NO OFFER".

2. LATE PROPOSALS

Proposals received after submission deadline shall be returned unopened and will be considered void and unacceptable and they will be returned unopened to the offeror. Offeror should allow sufficient mailing time to ensure the timely receipt of their proposal or proposals may also be hand delivered prior to deadline. Tom Green County is not responsible for lateness of mail, carrier, etc., and time/date recorded by the County Auditor's Office shall be the official time of receipt.

3. ALTERING PROPOSALS

Any interlineations, alteration, or erasure made to the PROPOSAL must be initialed by the signer of the proposal prior to receiving time, guaranteeing authenticity.

4. WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn at any time prior to the official opening. A proposal may not be withdrawn or cancelled by the offeror for a period of ninety (90) days following the date designated for the receipt of PROPOSAL, without prior approval by the Commissioners Court based on a written acceptable reason. Offeror so agrees upon submittal of their PROPOSAL.

5. PROPOSAL OPENING

Proposals will be received and publicly acknowledged at the location, date, and time stated above. Offerors, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing offerors and kept secret during the negotiation/evaluation process.

NOTE: All proposals shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the PROPOSAL so identified by offeror as such.

6. AWARD OF PROPOSALS

Tom Green County will review all responses to assure compliance with the specifications. Vendor may be excluded from further consideration for failure to comply with the specifications of the RFP. The County reserves the right to reject in whole or in part any or all proposals, waive minor technicalities, informalities, or irregularities and award the proposal as it shall deem best serves the interest of Tom Green County. Award of contract will be executed by the Tom Green County Commissioners Court. However, any part of vendor's contract, which contradicts any part of the requirements of this Request for Proposals, shall be considered null and void. Receipt of any proposal shall under no circumstances obligate Tom Green County to accept the lowest proposal. The award of the contract shall be made to the responsible offeror whose proposal is determined to be the lowest and best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors set forth in the RFP.

7. SITE VISIT

A pre-bid site visit will be conducted on January 5, 2022 at 10:00 a.m., at the Edd B. & Francis Frink Keyes location. This visit is not mandatory.

8. FORMATION OF CONTRACT

A response to this solicitation is an offer to contract with Tom Green County based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation shall become a contract when awarded by the Tom Green County Commissioners Court and a purchase order or notice of award is mailed or otherwise furnished to the successful offeror. Formal contract to follow.

9. CONTRACT TERM

Contract will be from award in Commissioners Court until completion of project.

- Estimated NTP Construction: Upon award
- Estimated Construction Time: Six (6) months
- Estimated Construction Substantial Completion: To be negotiated
- Estimated Punch List Complete and Final Payment: To be negotiated

10. EVALUATION CRITERIA AND FACTORS

The award (if any) of contracts shall be made to the responsible offerors whose submittals are determined to be the most advantageous to, and in the best interest of Tom Green County while taking into consideration factors set forth in the Request for Proposal in accordance with the Texas Local Government Code, Chapter 262 and Texas Local Government Code, Chapter 351

NOTE: Best value shall be determined by any relevant criteria specifically listed in the solicitation and by considering all or part of the criteria listed below:

- a. Reputation of the Vendor and of Vendor’s goods and services.
- b. The quality of the Vendor’s goods or services.
- c. The extent to which the goods or services meet the County’s needs.
- d. Vendor’s past relationship with the County. All vendors shall be evaluated on their past performance and prior dealings with the County to include, but not limited to, failure to meet specifications, poor quality, poor workmanship, and late delivery.

Evaluation Criteria Scoring Methodology		
Weight	Rating Name	Description
0	Does not meet	Does not meet requirements at all, or information is missing.
1-2	Slightly meets	Has limited ability to satisfy requirement. Serious deficiencies exist that cannot be easily worked around.
3-5	Partly meets	Has significant deficiencies in meeting requirements. These limitations could be worked around with effort.
6-8	Mostly meets	Largely meets the requirement, deficiencies could be worked around with minimum effort and few compromises.
9-10	Fully meets	Adequately meets requirement with no compromises.
Pricing	Cost Evaluation	$(\text{Lowest submitted price} / \text{Proposed price}) \times \text{Total Possible Points} = \text{Points Received}$

The following criteria will be used to evaluate firms:

A. Experience and Qualifications	Points Possible
1. Background of the firm.	10
2. Relevant experience, reputation and wherewithal of the firm.	10
3. Renovation projects at or above the projected dollar value budgeted for this project.	10
Possible Points Awarded for this Section	30

B. Capacity to Perform	Points Possible
1. Provision for the required disciplines and skills.	10
2. Provision for participation by firm's key personnel.	10
3. Qualifications of key personnel adequate for project.	10
4. Ability and commitment to mobilize appropriate resources.	10
Possible Points Awarded for this Section	40

C. Work Performance	Points Possible
1. Past projects completed on schedule	10
2. Manages projects within budgetary constraints	10
3. Work product is of high quality	10
Possible Points Awarded for this Section	30

E. Proposed Fees and Pricing	Points Possible
1. Proposed Fees and Pricing	35
Possible Points Awarded for this Section	35

Pre-interview Total Points 135

Interviews May Be Conducted with Selected Firms- at discretion of evaluation committee

F. Interview/Presentation	Points Possible
1. Key Staff – Present & Involved in Interview	10
2. Presentation/Demonstrated Knowledge	10
3. Responsiveness to Questions	10
Possible Points Awarded for this Section	30

CUMULATIVE TOTAL 165

The Tom Green County Auditor has prepared the RFP, and will provide resource information to the Tom Green County Commissioners Court, who will evaluate proposals. The Commissioners Court may designate a representative or a review committee for this purpose. Discussions may be conducted with reasonable proposers who submit proposals determined to be reasonably susceptible of being selected for award. All proposers will be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Revision of proposals may be permitted after submission and before award for the purpose of obtaining best and final offers as determined to be in the best interest of the County.

11. INTERVIEW

Interviews may be conducted with selected qualified proposers who submit a valid proposal. Results of interview will be factored into evaluation criteria.

12. REFERENCES

Offeror shall supply with this proposal a list of at least three (3) references where like services and/or products are provided in the public sector. Include name of entity, address, telephone number and name of representative. **Note:** See Exhibit A – Vendor Reference Form.

13. INSURANCE

The contractor shall provide Worker’s Compensation coverage. The contractor shall provide Comprehensive General (Public) Liability Insurance of \$1,000,000 (combined single limit for bodily injury and property damage) to include (but not limited to) premises/operation, independent contractors, personal injury, products/completed operations and contractual liability. Comprehensive Automobile Liability insurance for owned/leased vehicles, non-owned vehicles or hired cars shall be provided in the minimum amount of \$1,000,000 (combined single limit for bodily injury and property damage.) **The contractor shall provide the County with certificates of insurance evidencing the required insurances within 10 calendar days of the Notice of Award.** The contractor further agrees that with respect to the above required insurances, the County shall be named as an additional insured as its interest may appear; be provided with a waiver of subrogation; and be provided with thirty (30) days advance notice in writing, of cancellation or material change.

14. TERMINATION

The obligation to provide further service under the terms of the resulting agreement may be terminated by the either party upon sixty (60) days written notice. Tom Green County reserves the right to terminate upon breach of contract as allowed by law.

15. SEVERABILITY

If any part of this proposal is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

16. DUTY OF VENDOR

In order for proposals to be compared on an identical basis, it is necessary that all portions of the document, including requests for specific information about, services, reference forms and general information regarding the vendor be completed and adhered to.

17. PERFORMANCE OF CONTRACT

The contractor shall perform all work in a superior workmanlike manner and products shall be delivered in the condition requested, to the satisfaction of the Tom Green County Commissioners Court or designated representatives.

All items proposed shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in the proposal. Verbal agreements to the contrary will not be recognized. All materials and services shall be subject to County's approval. Unsatisfactory material will be returned at Seller's expense.

Tom Green County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of resulting contract award.

18. CAVEAT

Although every effort has been made to provide accurate and up-to-date information, companies interested in supplying proposals should contact the County Auditor with any questions you may have (see "Introduction").

19. VARIATION IN QUANTITY

The County assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

20. NON-EXCLUSIVE CONTRACT

It is expressly understood and agreed that in case Tom Green County should need any item(s) not available from the successful vendor during the term of this contract within the time frame requested, Tom Green County reserves the right to purchase these items from other than the successful vendor. This shall not be in violation of any terms or conditions of this contract. Further, Tom Green County reserves the right to purchase from or seek another vendor if, at any time, the vendor's prices do not conform to public pricing.

21. REQUIREMENTS OF SPECIFICATIONS

Each offeror shall be held to have examined the requirements of the RFP under consideration and confirm he fully understands the RFP and the County's needs and satisfies himself that he is cognizant of all factors relating to requirements contained in the RFP.

22. SILENCE OF SPECIFICATIONS

The apparent silence of the RFP as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the RFP shall be made on the basis of this statement.

23. CONFLICT OF INTEREST

No public official shall have interest in a contract, which results from this RFP, in accordance with Vernon's Texas Codes Annotated Local Government Code Title 5, Subtitled C, Chapter 171.

24. CONFIDENTIALITY

All information disclosed by Tom Green County to successful offeror for the purpose of the work to be done or information that comes to the attention of the successful offeror during the course of performing such work is to be kept strictly confidential.

25. ADDENDA

Only questions regarding clarification of instructions may be handled verbally. Any interpretations, corrections or changes to this RFP will be made by addenda. Sole issuing authority of addenda shall be vested in the Tom Green County Auditor. Any addendum will be sent via email to those companies known to be in possession of the proposal document. Offerors are responsible for ensuring that a correct email address is listed in the County's vendor database and may email purchasing@co.tom-green.tx.us to update this information or to specifically request copies of any addenda issued. It is the responsibility of the Offeror to ensure that all addenda are received and included with their submission. Failure to submit all signed addenda may result in proposal being considered non-responsive.

26. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing.

27. ASSIGNMENT

The successful offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of the Tom Green County Commissioners Court.

28. VENUE

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Tom Green County, Texas.

29. SUBMITTAL OF CONFIDENTIAL MATERIAL

Any proposed material that is to be considered as confidential in nature must be clearly marked as such by the proposer and will be treated as confidential by Tom Green County.

30. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE OFFERORS

A prospective offeror must affirmatively demonstrate their responsibility and ability to meet the following requirements:

1. Has adequate financial resources, or the ability to obtain such resources as required;
2. Have a satisfactory record of performance;
3. Have a satisfactory record of integrity and ethics;
4. Be otherwise qualified and eligible to receive an award.

Tom Green County may request representation and other information sufficient to determine the offeror's ability to meet these minimum standards listed above.

31. INDEMNIFICATION

By entering into this contract, the successful offeror agrees to defend, indemnify and hold harmless Tom Green County and all its officers, agents, and employees from all suits, causes of actions, or other claims of any character, name and description brought for or on account of any injuries of damages received or sustained by any person, persons, or property on account of any breach, negligent act or fault of the successful offeror, or of any agent, employee, subcontractor, invitee or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful offeror shall pay judgments with costs, including attorney fees, expenses and costs of court, which may be obtained, against Tom Green County growing out of such injury or damages.

32. WARRANTY

The Vendor shall not limit or exclude any express, written, or implied warranties and any attempt to do so shall render this contract voidable at the option of Tom Green County. The offeror warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the proposal invitation, and to the sample(s) furnished by the offeror, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern. **SAFETY WARRANTY:** The vendor warrants that the product sold to the County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the vendor's expense. In the event the vendor fails to make the appropriate correction within a reasonable time, the correction made by the County will be at the vendor's expense.

33. SALES TAX

Tom Green County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the proposed price shall not include such taxes.

34. DELIVERY

Proposal cost shall be F.O.B. Destination. If otherwise, show the exact cost to deliver by unit price, extend and show total. Actual costs will be based on quantities delivered.

If a delay is foreseen, the contractor shall give written notice to the County Auditor. The County has the right to extend the delivery date if the reason(s) appear valid. The Contractor must keep the County advised at all times on the order status. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the County to purchase supplies elsewhere and charge full increase in cost and handling to the defaulting contractor.

35. TITLE AND RISK OF LOSS

The title and risk of loss of goods shall not pass to the County until the County actually receives and takes possession of the goods at the point or points of delivery.

36. DESIGN, STANDARDS AND PRACTICES

Design, strength, quality of materials and workmanship must conform to the highest standards of engineering practices and/or professional services.

37. PATENTS/COPYRIGHTS

The successful offeror agrees to protect Tom Green County from claims involving infringements of patents and/or copyrights.

38. INVOICES AND POINT OF CONTACT AFTER RFP IS AWARDED

After coordinating with the Architect, Invoices shall be mailed directly to:

Dianna Spieker
Tom Green County Treasurer
113 W. Beauregard
San Angelo, Texas 76903

The invoices shall show:

1. Name and address of successful offeror;
2. Detailed breakdown of all charges for the services or products delivered stating any applicable period of time

39. PAYMENT

Payment will be made upon receipt and acceptance by the County of all completed services and/or products ordered and receipt of a valid invoice, in accordance with the Texas Government Code, Chapter 2251. Successful offeror is required to pay subcontractors within ten (10) days.

40. FUNDING

Funds for payment have been provided through the Tom Green County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Tom Green County fiscal year shall be subject to budget approval.

In the event funds do not become available, the contract may be terminated or the scope amended. There shall be neither penalty nor any additional charges incurred by the County. The bidder, in accepting the contract, agrees that the County shall not be liable for damages in the event that the contract is terminated due to a lack of funding.

41. DISCOUNTS

Discounts for prompt payment offered may be taken into consideration during the proposal evaluation. Terms of payment offered will be reflected in the space provided on the proposal cost worksheet. All terms of payment (cash discount) will be taken and computed from the date of delivery of acceptable material or services, or the date of receipt of invoice, whichever is later.

42. DEBARMENT

Offeror certifies that at the time of submission of its proposal, Offeror was not on the federal government's list of suspended, ineligible or debarred contractors and that Offeror has not been placed on this list between the time of its submission and the time of execution of the Contract. If Offeror is placed on this list during the term of the Contract, Offeror shall notify the Tom Green County Auditor. False certification or failure to notify may result in termination of the Contract for default.

In accordance with Texas Local Government Code Chapter 154.045, if a seller is found to be indebted to Tom Green County by manner of delinquent taxes, fines, fees, or indebtedness arising from other written agreements, then Tom Green County may offset payments under a contract to satisfy the outstanding debt and no payments will be made until the debt is paid in full.

43. CONFLICTS BETWEEN REQUEST FOR PROPOSAL AND PROPOSAL

Should a conflict arise between the terms and provisions of this RFP and the submission of the vendor, the terms and provisions of this RFP will prevail.

44. COMPLIANCE

All offerors will comply with all Federal, State and local laws relative to conducting business in Tom Green County including, but not limited to licensing, labor and health laws. The laws of the State of Texas will govern as to the interpretation, validity and effect of this proposal, its award, and any contract entered into.

45. DISCRIMINATION

During the performance of this contract, the successful offeror agrees as follows:

a. The successful offeror will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The successful offeror will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

b. The successful offeror will, in all solicitations or advertisements for employees placed by or on behalf of the successful offeror, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

c. The successful offeror will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the successful offeror's commitments under this section.

46. CONFLICT OF INTEREST QUESTIONNAIRE (CIQ):

Chapter 176 of the Texas Local Government Code requires that any proposer or person considering doing business with a local government entity disclose in the Conflict of Interest Questionnaire the proposer's or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. If applicable, this questionnaire, by law, must be filed with the records administrator of Tom Green County within seven (7) days of notice of potential award or within seven (7) days after submitting a proposal response. Additionally, a new form must be filed no later than the seventh (7th) business day after the person becomes aware of the facts that require the statement to be filed. The form can be found online at https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm. By submitting a response to this proposal, the offeror represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. If required, send completed forms to the Tom Green County Clerk's Office located at 124 West Beauregard Avenue, San Angelo, Texas 76903.

47. HB 1295

Offeror must complete a form 1295 filing, disclosure of interested parties, on the Texas Ethics Commission website. <https://www.ethics.state.tx.us/tec/1295-Info.htm> This filing shall be completed with the RFP, and prior to the issuance of any notice to proceed. For form item# 3 use "RFP# 22-012".

48. VENDOR RESTRICTIONS REGARDING BOYCOTTS OF ISRAEL

Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

49. PROPOSAL SECURITY

If the proposal exceeds \$100,000, the submission must be accompanied by a Surety Bond, Certified and/or Cashier's Check (on a solvent bank in the State of Texas, or with a surety company authorized to do business in this state) drawn to the order of the OWNER in the sum of not less than five per cent (5%) of the total amount of the proposal. The proposal bond must be executed by a surety meeting the requirements set forth in stated conditions.

The bond shall be made payable without condition to Tom Green County, Texas, hereinafter referred to as OWNER. The bond may be retained by and shall be forfeited to the OWNER as liquidated damages if the proposal is accepted and a contract based thereon is awarded and the Offeror should fail to fulfill contract in the form prescribed, with legally responsible sureties, within thirty (30) days after such award is made by OWNER.

50. RETURN OF PROPOSAL SECURITY

The proposal bond of the successful offeror will be retained until offeror has furnished the required Contract Security and insurance, whereupon checks furnished as proposal bond will be returned. If offeror fails to furnish the required Contract Security and insurance within thirty (30) days of the Notice of Award, OWNER may annul the Notice of Award and the proposal security of the Offeror will be forfeited. OWNER may retain the proposal security of any Offeror whom OWNER believes to have a reasonable chance of receiving the award until the day after the required documents are delivered by CONTRACTOR to OWNER but not to exceed 45 days after the proposal opening. Checks furnished, as proposal security by other Offeror, will be returned within thirty days of the opening.

51. PERFORMANCE AND PAYMENT BONDS

1. Vendor shall comply with bond thresholds stated below:

a) Performance Bond: If the proposal exceeds \$100,000, and having satisfied all Conditions of award as set forth elsewhere in these documents, the successful offeror shall, within 30 days of award notice and prior to commencement of work, furnish a performance bond(s) in a penal sum of at least the full amount of the contract as awarded, in the form included in the specifications, which secures the faithful performance of the contract.

b) Payment Bond: If the proposal exceeds \$25,000, and having satisfied all Conditions of award as set forth elsewhere in these documents, the successful offeror shall, within 30 days of award notice and prior to commencement of work, furnish a payment bond (s) in a penal sum of at least the full

amount of the contract as awarded which secures the payment of all persons, firms or corporations to whom the CONTRACTOR may become legally indebted for labor, materials, tools, equipment, or service, of any nature, employed or used by him in performing the work.

2. On each such bond the rate of premium shall be stated, together with the total amount of the premium charged. Bond(s) shall bear the date as a date subsequent to, the date of the contract, and not later than the 30th day after a contract is executed. The current power of attorney for the person who signs for any surety company shall be attached to such bond.

3. The failure of the Successful Offeror to supply the required bonds within thirty (30) days after the prescribed forms are presented for signature, or within such extended period as the COUNTY may grant based upon reasons determined adequately by the County, shall constitute a default, and the county may either award the contract to the next reasonable Offeror or re-advertise for proposals, and may charge against the Offeror the difference between the amount of the proposal and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the proposal guarantee.

52. WAIVER OF BONDS

The requirement for Performance bonds may be waived under the following conditions:

- a) The total contract sum is one hundred thousand dollars (\$100,000.00) or less.
- b) The general contractor agrees to one lump sum payment at completion of the project in lieu of standard monthly progress payments. Both of the above requirements must be met for waiver of Performance Bonds to occur.

53. TEXAS STEEL RESOLUTION

On February 21, 2017 Tom Green County Commissioner's Court passed the Tom Green County Texas Steel Resolution stating that "The Tom Green County Commissioners Court believes domestic iron and steel should be given preference in all local projects over foreign imports to support a strong, sustainable Texas Iron and Steel Industry and to ensure the use of high quality products in our public works projects".

Checklist for Certifications and Documentation:

- Proposal Bond
- References
- Vendor Compliance Form Certifications
- Conflict of Interest Form (Filed if applicable)
- Texas Ethics Commission Form 1295
- Submission Affidavit

***SUBMISSION AFFIDAVIT MUST BE SIGNED, NOTORIZED, AND INCLUDED WITH PROPOSAL. FAILURE TO INCLUDE WILL DISQUALIFY SUBMISSION.**

EXHIBIT A

VENDOR REFERENCES

Please list at least three (3) companies or governmental agencies where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL.

Reference One

Government/Company Name: _____
Address: _____
Contact Person and Title: _____
Phone: _____ Fax: _____
Contract Period: _____ Scope of Work: _____

Reference Two

Government/Company Name: _____
Address: _____
Contact Person and Title: _____
Phone: _____ Fax: _____
Contract Period: _____ Scope of Work: _____

Reference Three

Government/Company Name: _____
Address: _____
Contact Person and Title: _____
Phone: _____ Fax: _____
Contract Period: _____ Scope of Work: _____

EXHIBIT B

VENDOR COMPLIANCE FORM CERTIFICATIONS

(Page 1 of 11)

INSURANCE

I, _____, as a duly authorized representative of _____
(full name) (name of firm)

certify that evidence of required general liability, worker's compensation, and professional liability insurance for personnel assigned to the project and automobile insurance for any vehicles used for the project in the amounts in this RFB shall be provided to the issuer of this RFB within 10 calendar days of any Notice of Award.

Insurance Requirements:

Workers' Compensation – Statutory Amount

Employer's Liability - \$500,000.00

I furthermore certify that the company will provide workers' compensation insurance coverage for all "persons providing services on the project", including all entities for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commissioners' Division of Self-Insurance Regulation. Providing false or misleading information may subject the company to administrative penalties, criminal penalties, civil penalties or other civil actions. I hereby acknowledge that "persons providing services on the project" includes all persons or entities performing all or part of the services the company has undertaken to perform on the project, regardless of whether that person contracted directly with the company and regardless of whether that person has employees. This includes, without limitation, independent companies, contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity that furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor transportation, or other service related to the project. "Services" do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

I furthermore acknowledge that failure to comply with any of these provisions is a breach of contract by the company which entitles Tom Green County to declare the contract void if the company does not remedy the breach within ten days after receipt of notice of breach from Tom Green County.

Commercial General Liability

Personal injury and property damage:

\$1,000,000.00 combined single limit each occurrence and

\$2,000,000.00 aggregate

Business Automobile Liability for all vehicles

Bodily Injury and property damage:

\$1,000,000.00 combined single limit any one accident

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify the information provided here is true and correct.

YES, I agree. NO, I do not agree.

Initial: _____

CIVIL RIGHTS COMPLIANCE

1. Nondiscrimination

The Project Delivery Firm, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Project Delivery Firm shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 and Part 710.405(b) of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

2. Solicitations for Subcontracts Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Project Delivery Firm for work to be performed under a subcontract including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Project Delivery Firm of its obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify the information provided here is true and correct.

YES, I agree. NO, I do not agree.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation.

Please check (v) all that apply:

I certify that my company has been certified as a HUB in the following categories:

Minority Owned Business Women Owned Business

Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)

Certification Number: _____

Name of Certifying Agency: _____

My Company has **NOT** been certified as a HUB.

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify the information provided here is true and correct.

Initial: _____

RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a “resident” proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A “nonresident” proposer is a person who is not a Texas resident. Please indicate the status of your company as a “resident” proposer or a “nonresident” proposer under these definitions.

Please check (v) one of the following:

I certify that my company is a **Resident Proposer**.

I certify that my company is a **Nonresident Proposer**.

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company’s principal place of business is located):

_____	_____	
Company Name	Address	
_____	_____	_____
City	State	Zip Code

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

Yes No

B. What is the prescribed amount or percentage? \$ _____ or _____ %

Initial: _____

NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021), (3) or for any contract, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021). Accordingly, this certification form is included to the extent required by law.

“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

“Boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1) (effective September 1, 2021).

“Discriminate against a firearm entity or firearm trade association” means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3) (effective September 1, 2021).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Bid/Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

YES, I agree. NO, I do not agree.

Initial: _____

PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES

Section 2274.0101 and 2274.0102 Sec. 2274.0101. 1) "Company means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit. 2) "Critical infrastructure" means a communication infrastructure system, cybersecurity system, electric grid, and hazardous waste treatment system or water treatment facility. 3) "Cybersecurity" means the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access. 4) "Designated country" means a country designated by the governor as a threat to critical infrastructure under Section 2274.0103. Sec. 2274.0102.

PROHIBITED CONTRACTS. a) A governmental entity may not enter into a contract or other agreement relating to critical infrastructure in this state with a company: (1) if, under the contract or other agreement, the company would be granted direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and (2) if the governmental entity knows that the company is: (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia or a designated country; or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (B) headquartered in China, Iran, North Korea, Russia or a designated country. (b) The prohibition described in Subsection (a) applies regardless of whether: (1) the company's or its parent company's securities are publicly traded; or (2) the company or its parent company is listed on the public stock exchange as: (A) a Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country.

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify my company does not have any contracts with companies in China, Iran, North Korea, Russia or a designated country as described in Texas Government Code Section 2274.0101 and 2274.0102, or will provide immediate notification in writing of change of this status.

YES, I agree. NO, I do not agree.

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

YES, I agree. NO, I do not agree.

Initial: _____

EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When Tom Green County seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Bid or Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which may be applicable to specific County purchases using federal grant funds. See funding clause for source of funds.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the County will consider and may list the Vendor's response as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of the County to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the General Terms and Conditions, as well as all additional terms and conditions in issued Purchase Orders. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

YES, I agree. **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any County purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The County may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing sixty (60) business days advance written notice to the Vendor. Tom Green County reserves the right to terminate upon breach of contract as allowed by law. If this Agreement is terminated in accordance with this Paragraph, the County shall only be required to pay Vendor for goods or services delivered to the County prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the County has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

YES, I agree. **NO**, I do not agree.

Initial: _____

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all County purchases or contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to County purchase or contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

YES, I agree. NO, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for County prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Prevailing wage determinations will be addressed in the bid/proposal documents.

Vendor further agrees that it shall also comply with the Copeland “Anti-Kickback” Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

YES, I agree. NO, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for County contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

YES, I agree. NO, I do not agree.

Initial: _____

6. Right to Inventions Made Under a Contract or Agreement:

If the County’s Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

YES, I agree. NO, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

YES, I agree. NO, I do not agree.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the County if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

YES, I agree. NO, I do not agree.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

YES, I agree. NO, I do not agree.

Initial: _____

10. Procurement of Recovered Materials:

For County purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as the County may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

YES, I agree. NO, I do not agree.

11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements when using federal funds. Vendor agrees to provide such information or certification as may reasonably be requested by the County regarding Vendor’s products, including whether goods, products, or materials are produced in the United States.

YES, I agree. NO, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by the County, Vendor agrees to provide such information or certification as may reasonably be requested by the County to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

YES, I agree. NO, I do not agree.

13. Profit as a Separate Element of Price:

For purchases using federal funds in excess of the Simplified Acquisition Threshold, the County may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by the County, Vendor agrees to provide information and negotiate regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the County shall not exceed the awarded pricing, including any applicable discount.

YES, I agree. NO, I do not agree.

Initial: _____

COMPLIANCE FORMS SIGNATURE PAGE
(Page 11 of 11)

By initialing pages and by signature below, I certify that I have reviewed the forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Vendor Certifications
 - Insurance /Workers Compensation
 - Civil Rights Compliance
 - Historically Underutilized Business Certification
 - Resident/Nonresident Certification
 - No Boycott Verification
 - Prohibition On Contracts With Certain Foreign-Owned Companies
 - No Excluded Nation Or Foreign Terrorist Organization Certification
- EDGAR Vendor Certification

Company Name

Signature of Authorized Company Official

Printed Name and Title

Date

EXHIBIT C

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>		
<p>2 <input type="checkbox"/> 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.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>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.</p> <p style="margin-top: 20px;">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?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-top: 10px;">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?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>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.</p>		
<p>6 <input type="checkbox"/> 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).</p>		
<p>7</p> <p style="text-align: center;"> _____ Signature of vendor doing business with the governmental entity </p> <p style="text-align: right; margin-right: 100px;"> _____ Date </p>		

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

EXHIBIT D

<p>Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service</p>	<p>Request for Taxpayer Identification Number and Certification</p> <p>▶ Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	<p>Give Form to the requester. Do not send to the IRS.</p>								
<p>Print or type. See Specific Instructions on page 3.</p>	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>									
	<p>2 Business name/disregarded entity name, if different from above</p>									
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input type="checkbox"/> C Corporation</p> <p><input type="checkbox"/> S Corporation</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>								
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p>	<p>Requester's name and address (optional)</p>								
	<p>6 City, state, and ZIP code</p>									
	<p>7 List account number(s) here (optional)</p>									
<p>Part I Taxpayer Identification Number (TIN)</p>										
<p>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later.</p> <p>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</p>										
		<p>Social security number</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; height: 20px;"> </td> </tr> </table> <p>OR</p> <p>Employer identification number</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; height: 20px;"> </td> </tr> </table>								
<p>Part II Certification</p>										
<p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and I am a U.S. citizen or other U.S. person (defined below); and The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <p>Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.</p>										
<p>Sign Here</p>	<p>Signature of U.S. person ▶ _____</p>	<p>Date ▶ _____</p>								
<p>General Instructions</p>										
<p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p>Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.</p> <p>Purpose of Form</p> <p>An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.</p> <ul style="list-style-type: none"> • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p><i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i></p>										

ATTACHMENT 1

Please see separate document "RFP 22-012 Public Defender Plan Set".

SUBMISSION AFFIDAVIT (pg.1 of 2)
RFP 22-012 “Public Defender Renovation: Construction Manager-at-Risk (CMAR)”

Earliest Start Date _____

Please provide your proposed pricing for the following items using the construction budget below:

- | | | |
|----|--|-----------------|
| 1. | Estimated Construction Budget – Trade Contracts* | \$450,000.00 |
| 2. | General Conditions to be included in the Construction Manager Costs. Total cost for term. | \$ _____ |
| 3. | Self-performed work by the Construction Manager to be included in the Construction Manager costs; if capability exists, as approved by the County. | \$ _____ |
| 4. | Additional cost items (that are not specified elsewhere) and are included in the Construction Manager Cost | \$ _____ |
| 5. | Construction Contingency included in Construction Manager Cost; calculated at 5% of the sum of 1 through 4 above | \$ _____ |
| 6. | Construction Manager Fee included in the Construction Manager Cost; calculated as a percentage of 1 through 5 above | \$ _____ |
| | Percentage is | _____ % |
| | Total Cost of Work* | \$ _____ |

*These numbers are being used by Tom Green County to assist with the evaluation of this RFP. These numbers may be used by the Respondent to calculate bond/insurance costs, construction contingency, fee, etc.

SUBMISSION AFFIDAVIT (pg.2 of 2)

The undersigned certifies that the submitted information contained in this bid have been carefully checked and are submitted as correct and final and if bid is accepted (within 90 days unless otherwise noted by vendor), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

STATE OF _____ COUNTY OF _____ BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____, on this day personally appeared _____ who, after having first been duly sworn, upon oath did depose and say;

That the foregoing bid submitted by _____ hereinafter called "Offeror" is the duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Offeror affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other offeror, and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Respondent hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

Printed Name of Vendor

Company Name

Signature of Vendor

Title

Address of Vendor

_____/_____
Telephone Number / Fax Number

City, State, Zip

Email Address

Subscribed and sworn to before me by _____ on this day of _____, 20____.

Notary Public in and for the State of _____