

TOM GREEN COUNTY, TEXAS

REQUEST FOR PROPOSAL

**COURTHOUSE CONSTRUCTION MANAGER AT RISK
(RFP) 19-001**



Prepared By:

Tom Green County Auditor
113 West Beauregard
San Angelo, Texas 76903
Phone 325-659-6500

purchasing@co.tom-green.tx.us

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Due Date: 4/24/2019

RFP 19-001

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INTRODUCTION

Proposals are being accepted for RFP# 19-001 Courthouse 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 Tom Green County Courthouse, located at 112 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 Two-Step process as provided in the Texas Government Code Chapter 2269.253:

This Request is Step One (1) of the two-step process. **The Respondents are requested to provide qualification 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	March 26, 2019
Written Inquiries must be received by	April 5, 2019
Responses to inquiries by	April 12, 2019
Proposals Due	April 24, 2019

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 renovation of Tom Green County Courthouse. Location: 112 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 **Two-Step** process as provided in the Texas Government Code Chapter 2269.253:

(e) If a two-step process is used, the governmental entity may not request fees or prices in step one. In step two, the governmental entity may request that five or fewer offerors, selected solely on the basis of qualifications, provide additional information, including the construction manager-at-risk's proposed fee and prices for fulfilling the general conditions.

(f) At each step, the governmental entity shall receive, publicly open, and read aloud the names of the offerors. At the appropriate step, the governmental entity shall also read aloud the fees and prices, if any, stated in each proposal as the proposal is opened.

(g) Not later than the 45th day after the date on which the final proposals are opened, the governmental entity shall evaluate and rank each proposal submitted in relation to the criteria set forth in the request for proposals.

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

Budget:

The estimated cost of construction is approximately \$2,263,900.00. The anticipated construction start is September 2019.

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 proposals 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

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 and Dallas.
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 Proposal Packages.
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 Owner move-in and occupancy.
 - 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. MEP/IT Infrastructure: Do the mechanical, electrical, plumbing (MEP), and information technology (IT) upgrades identified in the initial Schematic Design (SD) report plus fire protection to accommodate this partial First Floor and Lower Level Courthouse renovation.
3. Phase 1 (First Floor) – Renovate to accommodate one additional Courtroom and associated support space for chambers and jury on the west end of the plan. The District Clerk will be relocated to accommodate this construction. No architectural work will be done to lobby and corridors or outside this western footprint of the existing District Clerk's suite.
4. Phase 2 (Lower Floor) – Only mechanical and other service upgrades as required will be included for Phase 1.

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 AND FOUR (4) COPIES OF YOUR PROPOSAL (EACH SIGNED IN INK AND 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. Friday, April 24, 2019

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 2:05 p.m.

MARK THE OUTSIDE OF EACH ENVELOPE:

"RFP# 19-001"

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. 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.

8. CONTRACT TERM

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

- Estimated NTP Construction: September 2019
- Estimated Construction Time: Eleven months
- Estimated Construction Substantial Completion: August 2020
- Estimated Punch List Complete and Final Payment: September 2020

9. 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.

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.	5
4. Previous experience of Courthouse renovation.	5
5. Identify the Offeror's past performance with Tom Green County.	5
<i>Possible Points Awarded for this Section</i>	35

B. Capacity to Perform	Points Possible
1. Provision for the required disciplines and skills.	5
2. Provision for participation by firm's key personnel.	5
3. Qualifications of key personnel adequate for project.	10
4. Ability and commitment to mobilize appropriate resources.	10
<i>Possible Points Awarded for this Section</i>	30

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
<i>Possible Points Awarded for this Section</i>	30

D. References	Points Possible
1. Reference check results	5
<i>Possible Points Awarded for this Section</i>	5

Pre-interview Total Points 100

Interviews To Be Conducted With Selected Firms

E. Interview/Presentation	Points Possible
1. Key Staff – Present & Involved in Interview	5
2. Organizational Skill	5
3. Presentation/Demonstrated Knowledge	10
4. Responsiveness to Questions	5
<i>Possible Points Awarded for this Section</i>	25

CUMULATIVE TOTAL 125

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.

10. INTERVIEW

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

11. 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.

12. 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.

13. 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.

14. SEVERABILITY

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

15. 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.

16. 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.

17. 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").

18. VARIATION IN QUANTITY

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

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. DESIGN, STANDARDS AND PRACTICES

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

36. PATENTS/COPYRIGHTS

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

37. INVOICES AND POINT OF CONTACT AFTER RFP IS AWARDED

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

38. 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.

39. 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 offeror, 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. 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.

46. 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# 19-001 Courthouse CMAR".

47. VENDOR RESTRICTIONS REGARDING BOYCOTTS OF ISRAEL

Government Code 2270 prohibits governmental entities (which include cities, counties, public school, special purpose districts, etc.) from contracting with companies who boycott Israel and from investing in companies that boycott Israel. This requires contracts to have written verification from the company that it does not boycott Israel and will not boycott Israel during the term of the contract.

48. 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.

49. 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.

50. 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.

51. 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.

52. 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
- ___ Insurance Certification or Binder Certification
- ___ Workers' Compensation Affidavit
- ___ Civil Rights Compliance
- ___ Government Code 2270 Affidavit
- ___ 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

Attach Insurance Certification or Binder Certification

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 RFP shall be provided to the issuer of this RFP within 10 calendar days of any Notice of Award.

Signature – Company Official

Printed/Typed Firm Name

Printed/Typed Name/Title

Date

Insurance Requirements

Worker’s Compensation – Statutory Amount

Employer’s Liability - \$500,000.00

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:

\$500,000.00 combined single limit any one accident

EXHIBIT C

WORKERS' COMPENSATION ACKNOWLEDGEMENT

STATE OF _____ **§**
COUNTY OF _____ **§**

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn, upon oath declared that the statements and capacity acted in are true and correct.

I, _____ am a duly authorized officer of _____ and hereby certify that all "persons providing services on the project" will be covered by workers' compensation coverage 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 furthermore certify that the company will provide, to Tom Green County, certificates of coverage showing statutory workers' compensation insurance coverage for all "persons providing services on the project", including all entities.

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.

Signature – Company Official

Printed/Typed Firm Name

Printed/Typed Name/Title

Date

EXHIBIT D

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.

Signature – Company Official

Printed/Typed Firm Name

Printed/Typed Name/Title

Date

EXHIBIT E

GOVERNMENT CODE 2270 ACKNOWLEDGEMENT

I, _____,
(Person's Name)

the undersigned representative of _____
(Company or Business Name)

(hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "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; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Signature – Company Official

Printed/Typed Firm Name

Printed/Typed Name/Title

Date

EXHIBIT F

<p align="center">CONFLICT OF INTEREST QUESTIONNAIRE</p> <p align="center">For vendor or other person doing business with local governmental entity</p>	<p>FORM CIQ</p>
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<p>OFFICE USE ONLY</p> <hr/> <p>Date Received</p>
<p>1 Name of person 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.</p> <p align="center">(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 the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p align="center">_____</p> <p align="center">Name of Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>	
<p>4</p> <p align="center">_____</p> <p align="center">Signature of person doing business with the governmental entity</p> <p align="center">_____</p> <p align="center">Date</p>	

EXHIBIT G

Form **W-9**
 (Rev. December 2014)
 Department of the Treasury
 Internal Revenue Service

**Request for Taxpayer
 Identification Number and Certification**

Give Form to the
 requester. Do not
 send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Other (see instructions) ▶ _____
 C Corporation
 S Corporation
 Partnership
 Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Requestor's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- 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.

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 on page 3.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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:

- Form 1099-INT (interest earned or paid)
- 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)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

SUBMISSION AFFIDAVIT
RFP 19-001 “Tom Green County – Courthouse Construction Manager-at-Risk (CMAR)”

Earliest Start Date _____

The undersigned certifies that the submitted prices 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 _____