



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

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**SOLICITATION – RFP 21-03: 2019 KAUFMAN COUNTY BOND PROGRAM**  
**Professional Building Inspection Services**  
**Kaufman County Justice Center & Kaufman County Pet Adoption Center**

**Return deadline is no later than: 2:00 p.m., Tuesday, January 19, 2021**

SOLICITATION RFP 21-02: COMMERCIAL REAL ESTATE SERVICES

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**LEGAL NOTICE**

Kaufman County, Texas  
Advertisement for Submittals

Sealed responses will be received in the office of the Purchasing Agent located at 100 N. Washington, Kaufman, Texas 75142 until **Tuesday, January 19, 2021 at 10:00 a.m.** for the following:

**SOLICITATION – RFP 21-03: 2019 KAUFMAN COUNTY BOND PROGRAM**  
**Professional Building Inspection Services**  
**Kaufman County Justice Center & Kaufman County Pet Adoption Center**

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

All submittals must be clearly addressed to the Purchasing Department and include the solicitation name and number on the outside of the package. The responses will be publicly opened, immediately following the closing date and time, in the Courthouse-Annex 2<sup>nd</sup> Floor Conference Room located at 100 N. Washington, Kaufman, Texas 75142.

Kaufman County cannot guarantee, due to internal mail delivery procedures, any submittals sent priority mail will be picked up from the post office by County mail employees and delivered to the Purchasing Department by the closing date and time. It is recommended that submittal deliveries be made either in person or via an alternate delivery method ensuring delivery to the physical address. ***Respondents shall bear full responsibility for ensuring that the submittal is delivered to the specified location by due date and time.*** Late submittals will be considered as non-responsive and returned un-opened.

**SOLICITATION NAME:** Professional Building Inspection Services

**SOLICITATION NUMBER:** RFP 21-03

**DUE DATE/TIME:** 10:00 a.m., Tuesday, January 19, 2021

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

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



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**SOLICITATION RFP 21-03: 2019 KAUFMAN COUNTY BOND PROGRAM**  
**Professional Building Inspection Services**  
**Kaufman County Justice Center & Kaufman County Pet Adoption Center**

Kaufman County invites participation in the Request for Proposal (RFP) for vendors to perform professional building inspection services for the new construction of the Kaufman County Justice Center and the Kaufman County Pet Adoption Center, located on Highway 175 in Kaufman, Texas.

**Section 1. SUBMISSION OF PROPOSALS**

- 1.1 One (1) original, three (3) copies, and one (1) flash drive of all Proposal documents shall be submitted in sealed packages. Proposer's name and address should be marked on the outside of the envelope. Facsimile transmittals or proposals communicated by telephone will not be accepted or considered. Proposal information that is not submitted in sealed packages will not be considered.
- 1.2 Mail or deliver responses to the following address:  
Kaufman County Purchasing Department  
Attn: Purchasing Agent  
100 N. Washington  
Kaufman, Texas 75142

**Section 2. DELIVERY OF PROPOSALS**

Completed proposals must be received in the Purchasing Department, 100 N. Washington Street, Kaufman, Texas 75142 by the above "Proposal Submission Deadline" no later than 10:00 a.m. The submitting supplier is responsible for the means of delivering the proposal to the location listed in paragraph 1.2 on time. Delays due to any instrumentality used to transmit the Proposals including delay occasioned by the Proposer or Kaufman County's internal mailing system will be the responsibility of the Proposer. Proposals must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery. The time and date recorded by the Purchasing Department employee accepting the submittal is the official recording for determining whether submittals are submitted timely. **Late Proposal documents will not be accepted under any circumstances.**

**Section 3. COMPLETION OF RESPONSES**

- 3.1 Information presented in the Proposal will be used to evaluate the professional qualifications of the Proposer(s) and to determine the Proposer(s) which will be selected to provide services to the County.

- 3.2 Responses shall be completed in accordance with the requirements of this RFP. Statements made by the Proposer shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.
- 3.3 Proposals shall be limited to a maximum of twenty (20) 8-1/2"x11" pages (one-sided only and including cover letter) using a font size no small than 11 point and one-inch margins.

**Section 4 CLARIFICATIONS AND ISSUANCE OF ADDENDA**

- 4.1 Any explanation, clarification, or interpretation desired by a Proposer regarding any part of this RFP must be requested from Raylan Smith, Purchasing Agent, by Tuesday, December 29, 2020, at 12:00 noon, local time.
- 4.2 If the County, in its sole discretion, determines that a clarification is required, such clarification shall be issued in writing. Interpretations, corrections, or changes to the RFP made in any other manner other than writing are not binding upon the County, and Proposers shall not rely upon such interpretations, corrections, or changes. Oral explanations or instructions given before the award of the Contract are not binding.
- 4.3 Requests for explanations or clarifications may be emailed to [purchasing@kaufmancounty.net](mailto:purchasing@kaufmancounty.net). Emails must clearly identify the RFP number and title.
- 4.4 Any interpretations, corrections, or changes to this RFP will be made by addendum. Sole issuing authority of addenda shall be vested in the County Purchasing Department. Proposers shall acknowledge receipt of all addenda within the responses.

**Section 5 WITHDRAWAL OF PROPOSALS**

A representative of the company may withdraw a Proposal at any time prior to the RFP submission deadline, upon presentation of acceptable identification as a representative of such company.

**Section 6 AWARD OF CONTRACT**

It is understood that the County reserves the right to accept or reject all Proposals and to re-solicit for Proposals, as it shall deem to be in the best interest of Kaufman County. Receipt and consideration of any Proposals shall under no circumstances obligate the County to accept any Proposals. If an award of contract is made, it shall be made to the responsible Proposer whose Proposal is determined to be the best evaluated offer taking into consideration the relative importance of the evaluation factors set forth in the RFP.

**Section 7 UNAUTHORIZED COMMUNICATIONS**

After release of this solicitation, Proposers' contact regarding this RFP with member of the RFP evaluation, interview or selection panels, employees of the County or officials of the County, other than the Purchasing Agent, the Purchasing Department, or as otherwise indicated, is prohibited and may result in disqualification from this procurement process. No officer, employee, agent or representative of the Proposers shall have any contact or discussion, verbal or written, with any members of the County Commissioners, members of the RFP evaluation, interview, or selection panels, County staff, or County consultants, or directly or indirectly through others, seek to influence any County Commissioners, County staff, or County's consultants regarding any matters pertaining to this solicitation, except as herein provided. If a representative of any Proposers violates the foregoing prohibition by contacting any of the above listed parties with whom contact is not authorized, such contact may result in the Proposers being disqualified from the procurement process. Any oral communications are consider unofficial and non-binding with regard to this RFP.

**Section 8 PROPOSAL EVALUATION PROCESS**

- 8.1 An evaluation committee will evaluate the responses to this Request for Proposals, may interview one or more firms, and may recommend one or more firms to the Purchasing Agent. Selection of a firm may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.
- 8.2 The County’s evaluation panel will review all responsive submittals and select the best evaluated proposals for further interview, if necessary.
- 8.3 The County anticipates selecting a proposal that will be recommended to the Purchasing Agent for award of contract to provide the requested services to Kaufman County.
- 8.4 Points for system and reputation of Proposer factors will be allocated to proposals based on the average rating received from the evaluation panel members. The maximum points available for each evaluation factor are listed in section 9.0 below.
- 8.5 The County reserves the right to reject any or all proposals.

**Section 9. PROPOSAL EVALUATION FACTORS**

- 9.1 Ability to provide timely response up to 20-points available
- 9.2 Company experience, staffing, & qualifications up to 40 points available
- 9.3 Methodology and approach to project up to 25 points available
- 9.4 Cost structure of inspections up to 15 points available

**Section 10 ERRORS OR OMISSIONS**

The Proposer will not be allowed to take advantage of any errors or omissions in this RFP. Where errors or omissions appear in this RFP, the Proposer shall promptly notify Kaufman County Purchasing Department in writing of such error or omission it discovers. Any significant errors, omissions or inconsistencies in this RFP are to be reported no later than ten (10) days before time for the RFP response is to be submitted.

**Section 11. STANDARD TERMS AND CONDITIONS**

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

this Contract. It is further agreed by Respondent that Kaufman County shall not be liable for loss or reduction of any anticipated profit.

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

The “Certificate of Interested Parties” form must be completed on the Texas Ethics Commission website, printed, signed, and submitted to the County by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. To obtain additional information on HB 1295, to learn more about Texas Ethics Commission process to create a new account or to complete an electronic version of Form 1295 for submission with a signed contract, please go to the following website: <https://www.ethics.state.tx.us/tec/1295-Info.htm>. Instructional videos for business entities on how to file online can be found at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

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

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

11. **TEXAS PUBLIC INFORMATION ACT** – All responses submitted to Kaufman County become the property of Kaufman County and are subject to the Public Information Act (Texas Government Code Chapter 552). The interested firms/individuals should familiarize themselves with the provisions of the Act. In no event shall Kaufman County, or any of its agents, representatives, consultants, directors, officers, or employees, be liable to a firm/individual for the disclosure of all or any portion of a response submitted pursuant to the solicitation. If a firm/individual has special concerns about information that it desires to make available to Kaufman County, but which it believes constitutes a trade secret, proprietary information, or other information excepted from disclosure, such firm/individual should specifically and conspicuously designate (i.e., mark confidential) each page of that information, which the Respondent believes, should not be disclosed outside Kaufman County. Disclosure of requested information will be subject to the Texas Public Information Act.
12. **Purchasing Agent as Contract Administrator** – The Purchasing Agent will serve as sole liaison between the Kaufman County Commissioners Court, the affected Kaufman County Departments, and the successful vendor. Unless directly outlined in this specification the vendor shall consider only the Purchasing Agent authorized to communicate, by any means, information or suggestions throughout the solicitation process. The Purchasing Agent has been designated the responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection, and delivery. The County will not pay for work, equipment or supplies, which it deems unsatisfactory. Vendors will be given a reasonable opportunity to correct deficiencies before termination. This, however, shall in no way be construed as negating the basis for termination for non-performance.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

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





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**SOLICITATION RFP 21-03: 2019 KAUFMAN COUNTY BOND PROGRAM**  
**Professional Building Inspection Services**  
**Kaufman County Justice Center & Kaufman County Pet Adoption Center**

**Section 12. SCOPE OF SERVICES**

Kaufman County seeks a supplier to perform professional building inspection services for the new construction of the Kaufman County Justice Center and the Kaufman County Pet Adoption Center, located on Highway 175 in Kaufman, Texas, located within the City limits of Kaufman, Texas, all applicable codes apply.

**Section 13. PROPOSAL SUBMITTAL**

Proposal should adequately address all evaluation factors. This section outlines the general conditions under which the proposal shall be made as well as instructions on how to prepare and submit the offering to the County. The proposal should be organized and indexed in the following format and should contain, as a minimum, all listed items in the sequence indicated:

- 13.1 Table of Contents
- 13.2 Executive Summary
- 13.3 Summary / Breakdown of Scope of Services (Commercial Inspection of above referenced facilities)
- 13.4 Detailed description of Timely Response – describe expected service delivery standard, response time, and scheduling requirements.
- 13.5 Company Expertise – staffing and qualifications, including references and detailed information. Supplier shall furnish all labor, materials, and equipment necessary to evaluate the quality and consistency of building inspections. Supplier shall perform inspections under the adopted construction codes with local amendments. Proposals shall include information about the proposer’s staff who will be performing service such as qualifications, years of experience, and classification title. Inspectors must submit certifications. All licenses and certifications must be kept up to date. Field inspections must be performed by the specified qualified individuals only and the individual only and individual’s name will be on all inspection reports.
- 13.6 Methodology & Approach to Project – proposals shall provide a detailed project schedule, identifying all tasks, and deliverables to be performed, durations for each task, overall time of completion plan that shall include a detailed explanation of efforts for client satisfaction.
- 13.7 Cost of inspections – proposer shall submit pricing for all inspections, as required for new construction for both facilities, as provided above.

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

## OFFICE USE ONLY

Date Received

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

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

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

\_\_\_\_\_  
Name of Officer

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

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

Yes  No

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

Yes  No

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

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

7

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

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



COUNTY OF KAUFMAN | PURCHASING DEPARTMENT  
100 N. Washington St. | Kaufman, Texas 75142  
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**SOLICITATION RFP 21-03: Professional Building Inspection Services**

**RESPONDENT SIGNATURE PAGE**

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

Dear Ms. Smith,

This Statement of Qualifications is being submitted by the undersigned, on behalf of the Respondent:

\_\_\_\_\_ [Firm Name – Printed].

The person signing this letter on behalf of the Respondent represents to Kaufman County that the information provided herein is true, complete, and accurate to the best of the knowledge and belief of the undersigned.

Executed this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

RESPONDENT:

\_\_\_\_\_ [Signature]

Printed Name:		Title	
Company Name		Address City, State, Zip	
Email		Phone (office)	
Phone (cell)			

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