



WILLIAMSON COUNTY
PURCHASING DEPARTMENT
901 S. Austin Ave.
GEORGETOWN, TEXAS 78626

<http://www.williamson-county.org/Purchasing>

REQUEST FOR QUALIFICATIONS

CONSTRUCTION MANAGER-AT-RISK FOR WILLIAMSON COUNTY GEORGETOWN ANNEX RFQ NUMBER: 15RFQ109

RFQ SUBMITTALS MUST BE RECEIVED ON OR BEFORE:
July 9, 2015 – 3:00 PM CST

RFQ SUBMITTALS WILL BE PUBLICLY RECOGNIZED:
July 9, 2015 – 3:00 PM CST

**Sealed RFQ submittals must be hand-delivered or mailed
to the address below:**

Williamson County Purchasing Department
Attn: Kerstin Hancock
901 S. Austin Ave.
Georgetown, Texas 78626

INTRO PARAGRAPH:

Williamson County, being a political subdivision of the State of Texas (hereinafter sometimes referred to as "County" or "Owner") is seeking a Statement of Interest and Qualifications from experienced firms/teams to provide professional Construction Manager-at-Risk (CMAR) services for the Williamson County Georgetown Annex ("GTA").

Williamson County intends to construct a new approximately 43,000 SF two-story building to house several of the essential services provided by Precinct 3 and some other county functions requiring interaction with the public (sometimes referred to herein as the "Project"). The proposed location for the facility will be 151 Wilco Way, Georgetown, Texas. The estimated budget for Project is \$11,000,000.00.

Building occupants are anticipated to include at a minimum: the Precinct 3 Justice of the Peace Court, Precinct 3 Constable, Precinct 3 Commissioner, Williamson County Veterans Services Office and the Williamson County Human Resources Office. The Project also includes all utilities, drainage, parking, roadways, landscaping and walkways necessary to complete the Project.

The Construction Manager-at-Risk responsibilities include, but are not limited to, the guaranteed maximum price estimate, the Project construction schedule, coordination of building trades on site, quality assurance and overall construction sequencing.

The overall goal of the Project is to have an operational facility by the end of July 2017.

NOTE: RESPONSES must be time stamped at Williamson County Purchasing Department Office before the hour and date specified for receipt of responses. Qualifications must be submitted in an opaque envelope plainly marked with the RFQ name, number, recognition date and time, and the address of the entity submitting the response. **The response envelope should contain all of the items listed in Section 3.5.** A contract will

not be awarded on recognition day. The Williamson County Commissioners Court will only award after study and consideration of proposals following the second step of a two step selection process. Acceptance of responses shall not constitute or imply Williamson County's acceptance of the suitability of the respondent or response.

A mandatory pre-RFQ meeting will be held on June 22, 2015 at 11:00 AM CST, at the County Engineer's Office which is located at 3151 SE Inner Loop, Georgetown, Texas, 78626. If a respondent submits to this Request for Qualifications, but does not attend the mandatory meeting, their RFQ submittal will not be accepted for evaluation.

Any questions or clarification requests must be emailed to the contact listed below:

Kerstin Hancock, Deputy Purchasing Agent
RFQ # 15RFQ109
901 S. Austin Ave.
Georgetown, TX 78626
khancock@wilco.org and carbon copy purchase@wilco.org

Question submittals must be made via email, and are due by 5PM CST on July 6, 2015.

All submitted questions with answers will be posted and updated on a daily basis to the Williamson County portal, <http://wilco-online.org/ebids/bids.aspx>

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SECTION 1

INTRODUCTION

1.1 Description of Williamson County

Williamson County (herein after the County) is located in a fast-growing area of central Texas just outside the city of Austin. The county seat is Georgetown.

1.2 Background and Special Concerns

- A. Definition: A “construction manager-at-risk” is a sole proprietorship, partnership, corporation, or other legal entity that assumes the risk for construction, rehabilitation, alteration, or repairs of a facility at the contracted price as a general contractor and provides consultation to the County regarding construction during and after the design of the facility.
- B. Architects and Engineers: Before selecting a construction manager-at-risk, the County has selected and designated an architect who shall prepare the construction documents for the Project and who has full responsibility for complying with, the laws relating to architectural and engineering services in Texas including, but not limited to the Texas Engineering Practice Act (Occupations Code Chapter 1001) and Occupations Code Chapter 1051, as applicable.
- C. Trade Contractors and Subcontractors: A construction manager-at-risk shall publicly advertise and solicit either competitive bids or competitive sealed proposals from trade contractors or subcontractors for the performance of all major elements of the work other than the minor work that may be included in general conditions. A construction manager-at-risk may seek to perform portions of the work itself if the construction manager-at-risk submits its bid or proposal for those portions of the work in the same manner (except at an earlier time to be determined by the County) as all other trade contractors or subcontractors and if the County determines that the construction manager-at-risk’s bid proposal provides the best value for the County. The County’s determination in such matters is final.
- D. Receipt of Bids or Proposals: The selected construction manager-at-risk and the County shall receive and open all trade contractor or subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process. All bids and proposals shall be made public within seven (7) days after the date of final selection.
- E. Acceptance of Recommendations for Trade Contractors and Subcontractors: If the construction manager-at-risk reviews, evaluates, and recommends to the County a bid or proposal from a trade contractor or subcontractor, but the County requires a bid or proposal from another trade contractor or subcontractor to be accepted, then, pursuant to the terms of the Contract, the County shall compensate the construction manager-at-risk by a change in price, time, or guaranteed maximum cost for any additional cost and risk, which has been demonstrated to the County’s satisfaction and as required by the Contract, that the construction manager-at-risk may incur because of the County’s requirement that another trade contractor or subcontractor bid or proposal be accepted.
- F. Scope, Schedule: Information about scope and schedule are contained in sections 5.2 and 5.3 herein below.

1.3 Objective

The objective is for the County to select a Construction Manager-at-Risk organization to provide pre-construction and construction phase services for the construction of the Georgetown Annex. By selecting the Construction Manager-at-Risk, it is the desire of the County to complete facilities as soon as possible, but no later than July 2017.

SECTION 2

NOTICE TO RESPONDENTS

2.1 General

The County is accepting qualification submittals from firms interested in providing Construction Manager-at-Risk Services pursuant to Chapter 2269 Subchapter F., *Texas Government Code*, in accordance with the terms, conditions and requirements set forth in this Request for Qualifications ("RFQ"), RFQ #15RFQ109. This RFQ provides sufficient information for interested parties to prepare and submit qualifications for consideration by the County.

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

2.2 Submittal Deadline

The County will accept Qualification submittals until **3:00 p.m. CST on July 9, 2015**. The RFQ submittals will be publicly recognized at 3:00 p.m. or soon thereafter in the Williamson County Purchasing Office, 901 South Austin Ave., Georgetown, TX 78626.

2.3 Williamson County Contacts

Any questions or clarification requests must be emailed to the contact listed below:

Kerstin Hancock, Deputy Purchasing Agent
RFQ # 15RFQ109
901 S. Austin Ave.
Georgetown, TX 78626
khancock@wilco.org and carbon copy purchase@wilco.org

Question submittals must be made via email, and are due by 5PM CST on July 6, 2015

All submitted questions with answers will be posted and updated on a daily basis to the Williamson County portal, <http://wilco-online.org/ebids/bids.aspx>

The County specifically requests that Respondents restrict all contact and questions regarding this RFQ to the above named individuals.

2.4 Type of Contract

When the evaluation process is completed and the successful respondent is determined, award of contract will be made. The successful respondent shall be required to execute a formal contract/agreement at Williamson County's offices in Georgetown, Texas within ten (10) days after the contract is awarded by the Williamson County Commissioners Court. Said contract shall be in the same form as the Agreement Between Owner and Construction Manager-At-Risk (sometimes referred to herein as the "ensuing agreement", "resulting Contract", "contract/agreement" or the "Contract"), which is posted on the Williamson County vendor portal at the following link: <http://wilco-online.org/ebids/bids.aspx>. The only anticipated changes to the Agreement Between Owner and Construction Manager-At-Risk will be to include additional exhibits, to fill in blanks to identify the successful respondent, and add terms relating to the compensation, or to revise the Agreement Between Owner and Construction Manager-At-Risk to accommodate corrections, changes in the scope of services, or changes pursuant to addenda issued. **Because the signed Agreement Between Owner and Construction Manager-At-Risk will be substantively and substantially derived from the Agreement Between Owner and Construction Manager-At-Risk posted on the Williamson County's vendor portal, all respondents are urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Agreement Between Owner and Construction Manager-At-Risk before submitting a response to this RFQ.** Again, the Agreement Between Owner and Construction Manager-At-Risk contains important legal provisions and is considered part and parcel of this RFQ. Failure or refusal to sign aforesaid agreement shall be grounds for Williamson County to revoke any selection of the respondent, forfeit of such respondent's bid security, if applicable, and force the selection of another respondent.

In addition to the Agreement Between Owner and Construction Manager-At-Risk, the Uniform General Conditions for Williamson County are posted on the Williamson County vendor portal at the following link: <http://wilco-online.org/ebids/bids.aspx>. **All respondents are urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Uniform General Conditions for Williamson County before submitting a response to this RFQ.**

2.5 Inquiries and Interpretations

Responses to inquiries which directly affect an interpretation or change to this RFQ will be issued in writing by addendum (amendment) and will be posted on the Williamson County vendor portal at the following link: <http://wilco-online.org/ebids/bids.aspx>. All such addenda issued by the County prior to the time that submittals are received shall be considered part of the RFQ, and the Respondent shall be required to consider such addenda in its submittal.

Only those inquiries the County replies to which are made by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect. It is the Respondent's responsibility to check with the Williamson County Purchasing Department prior to submitting its submittal to ensure that Respondent has a complete, up-to-date package. The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information. Any **addenda and/or other information** relevant to the RFP will be posted on the Williamson County vendor portal at the following link: <http://wilco-online.org/ebids/bids.aspx>

2.6 Public Information

The County considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, *et seq.*) after a contract is awarded.

Respondents are hereby notified that the County strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.

2.7 Contract Award Process

This is a two-step contract award process as provided by *Texas Government Code, Chapter 2269, Subchapter F*. This RFQ represents Step 1. Respondents are asked to submit all the information required by this RFQ, but **no pricing information is to be submitted in Step 1**. The County will evaluate qualifications based on the qualification criteria contained in this RFQ.

Step 2 will be a Request for Proposals (RFP) response requested from five or fewer selected finalists. The finalists will be required to submit additional information, including the Construction Manager-at-Risk's proposed fee and its price for fulfilling the General Conditions. The finalists may also be invited to an interview. Notice will be given to these selected respondents and their submission of this additional information will be required by a date determined by the County. Proposals will be publicly opened, and the names, fees and prices of the proposals submitted, read aloud.

If the County awards a contract, it will award the contract to the Respondent or Respondents that submits the proposal that offers the best value for the County based on the published selection criteria set forth in the RFQ and on its ranking evaluation. If the County determines that it is unable to reach a satisfactory agreement with the selected respondent, then the County will terminate discussions with the selected respondent and proceed to the next Respondent in order of selection ranking until a contract is reached or the County has rejected all Respondents. The County may not disclose any information derived from the Respondents submitted from competing offers in conducting such discussions. The County reserves the right to award a contract for all or any portion of the requirements proposed by reason of this request, award multiple contracts, or to reject any and all proposals if deemed to be in the best interests of the County.

2.8 STEP 1: Criteria for Qualification Evaluation

The Respondent(s) selected to submit proposals and asked to attend an interview will be selected solely based on the qualifications as presented in the response to this RFQ.

The criteria for evaluation of qualifications, and selection of the qualified respondent(s), will be based on the seven criteria listed below with a maximum total score of 35. The response to the RFQ should be divided into separate sections by criteria and placed in the order presented below.

1. ***The Respondent's understanding of the Project and scope of work (5 points maximum)***
2. ***The Respondent firm's demonstrated technical and management competence as a construction manager-at-risk on projects of similar size and complexity in Texas. List and describe a maximum of 10 projects for which your firm has provided/is providing construction management at risk services in the last ten years in Texas which are similar or more complex. For each of the listed projects, provide the following information: construction cost, completion date, approximate percentage of total cost of work that was self-performed, Owner's contact person and telephone number, and the name and telephone number of the project architect. (5 points maximum)***
3. ***The qualifications and experience of the team members proposed for the Project for Respondent, especially highlighting experience with construction manager-at-risk projects. Include a proposed organizational chart for the Project with clear lines of authority and responsibilities shown. (5 points maximum)***
4. ***The Respondent's history of completing projects on time. (5 points maximum)***
5. ***The Respondent's history of completing projects within budget. (5 points maximum)***
6. ***Qualifications, knowledge and experiences with subcontractors in and around Central Texas. (5 points maximum)***
7. ***The Respondent's quality assurance program (5 points maximum)***

Consideration may also be given to any additional information and comments at each selection phase if they should increase the benefits to Williamson County.

2.9 STEP 2: Criteria for RFP and Interview Evaluation

DO NOT SUBMIT ANY INFORMATION AT THIS TIME FOR STEP 2. REQUEST FOR PROPOSALS (RFP) RESPONSE WILL BE REQUESTED FROM FIVE OR FEWER SELECTED FINALISTS FOLLOWING THE COMPLETION OF STEP 1.

The Respondent ultimately selected to enter into negotiations for CMAR services for the Project will be selected based on the RFP and interview scores. The RFP and interview evaluation scoring will be based on the seven criteria listed below with a maximum total score of 35:

1. **Price.** Points awarded for price shall be calculated as follows: Respondent's price (respondent's proposed fee and its price for fulfilling the General Conditions) divided by the lowest price of all respondents multiplied by 5. In accordance with such method of calculation, the respondent that proposes the lowest price will receive 5 total points for price and the remaining respondents will receive points based upon the price differential between such respondent's price and the lowest price proposed ***(5 points maximum)***
2. ***(Interview) Respondent's CMAR experience with similar project and size (5 points maximum)***
3. ***Project Manager experience (5 points maximum)***
4. ***Project Superintendent experience (5 points maximum)***
5. ***Post Construction / Warranty Assurance (5 points maximum)***
6. ***Staff's availability to work County's Project (on County's requested timeline with other current/potential County projects and considering prior/current commitments to respondent's other customers) (5 points maximum)***
7. ***Past performance with Williamson County (5 points maximum)***

2.10 Respondent's Acceptance of Evaluation Methodology

Submission of qualifications indicates Respondent's acceptance of the evaluation technique and Respondent's recognition that some subjective judgments must be made by the County during the determination of qualification.

2.11 Commitment

Respondent understands and agrees that this RFQ is issued predicated on anticipated requirements for the County and that the County has made no representation, written or oral, that any such requirements be furnished under a contract arising from this RFQ. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent which arises from Respondent's performance hereunder shall be at the sole risk and responsibility of Respondent.

2.12 Key Events Schedule:

Mandatory Pre-RFQ Meeting	June 22, 2015
Question submittal deadline	July 6, 2015
Receive RFQ submittals	July 9, 2015
Review; Interview Short List created	July 16, 2015
Send RFP to finalists on short list	July 16, 2015
Receive RFP submissions	July 21, 2015
Interviews/Presentations	July 22, 2015
Commissioners Court Approval of CMAR	August 2015

2.13 Eligible Respondents

Only individual firms or lawfully formed formal business organizations authorized to do business in Texas may apply, unless, if the Respondent does not meet the foregoing criteria, the Respondent states in writing to the County that, if awarded the contract, it will lawfully form a formal business organization authorized to do business in Texas in a timely manner so as not to delay the Project. Any associates will be disqualified. (This does not preclude an applicant from having consultants.) The County will contract only with individual firms or formal organizations authorized to do business in the State of Texas such as a) joint ventures, b) limited liability corporations, c) partnerships, or d) corporations who are properly licensed pursuant to any regulations, rules and requirements of the State of Texas.

SECTION 3

SUBMITTAL REQUIREMENTS

3.1 General Instructions

- A. Respondents should carefully read the information contained herein, and submit a complete response to all requirements and questions as directed.
- B. Submittals and any other information submitted by Respondents in response to this RFQ shall become the property of the County.
- C. The County will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for submittal preparation or for any demonstrations that may be made, unless otherwise expressly stated or required by law. Respondents submit qualifications and other submittal information in response to this RFQ at their own risk and expense.
- D. Submittals which are qualified with conditional clauses, or alterations, or items not called for in the RFQ documents, or irregularities of any kind are subject to disqualification by the County, at its option.
- E. Each submittal should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements of this RFQ and the potential RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the County's needs.
- F. The County makes no guarantee that an award will be made as a result of this RFQ or any subsequent RFP, and reserves the right to accept or reject any or all submittals, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ or resulting RFP or contract when deemed to be in the County's best interest. Representations made within the qualifications submittal and any subsequent proposal will be binding on responding firms. The County will not be bound to act by any previous communication or submittal submitted by the firms other than this RFQ.
- G. Failure to comply with the requirements contained in this RFQ may result in a finding that the respondent is not qualified and is ineligible to submit a proposal in response to any subsequent RFP.
- H. Only individual firms or formal joint ventures may apply. Two firms may not apply jointly unless they have formed a joint venture. Any associates will be disqualified. (This does not preclude an applicant from having consultants.)
- I. When five related projects are requested, do not list more than five. When up to three project examples are requested, do not list more than three.
- J. On Tuesday, November 6, 2007, the Williamson County Commissioners Court approved the following: All bids, proposals, and requests for qualifications under consideration by the County for contract award, shall contain a signed affidavit acknowledging the responders awareness of Section 176.006 of the Texas Local Government Code as it relates to conflicts of interest. A blank copy of this affidavit can be found in Section 8 of this RFQ package. Respondents should complete this form and submit it as a part of their response to this RFQ.

3.2 Preparation and Submittal Instructions

- A. Respondents must complete, sign and return the attached Execution of Offer, Section 6, as part of their qualifications submittal response. Submittals must be signed by Respondent's company official(s) authorized to commit such submittals. Failure to sign and return these forms may subject your submittal to disqualification.
- B. Responses to this RFQ should consist of answers to seven evaluation criteria listed in Section 2.8. It is not necessary to repeat the question in your response; however, it is essential that you reference the question number with your response corresponding accordingly. In cases where a question does not

apply or if unable to respond, reference the question number and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Briefly explain your reason when responding N/A or N/R.

C. Page Size, Binders and Dividers

Submittals must be typed on letter-size (8-1/2" x 11") paper. The County requests that submittals be bound, but no 3-ring binders, please. Pre-printed material should be referenced in the submittal and included as labeled attachments. Sections should be divided by tabs for ease of reference. Number each side of each page consecutively, including letter of interest, brochures, licenses, resumes, supplemental information, etc. **Submittals should be limited to 50 pages.**

D. Table of Contents

Include with the submittal a Table of Contents that includes page number references. The Table of Contents should be in sufficient detail to facilitate easy reference of the sections of the submittal as well as separate attachments (which should be included in the main Table of Contents). Supplemental information and attachments included by your firm (i.e., not required) should be clearly identified in the Table of Contents and provided as a separate section.

E. Pagination

All pages of the submittal should be numbered sequentially within each section in Arabic numerals (1, 2, 3, etc.) Attachments should be numbered or referenced separately.

F. Number of Copies

Submit a total of **seven (7)** complete sets of the entire response. An original signature should appear on the Execution of Offer (ref. Section 6) on at least **one (1)** copy submitted. The submittals should be marked "original" or "copy". **Also, submit one (1) thumb drive of your firm's complete Qualifications submittal.**

G. Submission

1. Submit **one (1)** Original Signed Response with **six (6)** identical copies that include any supplemental printed material referenced with the RFQ. Responses to this RFQ must be received in the County Purchasing Office on or before the time and date specified, pursuant to the Notice to Respondents (ref. Subsection 2.2). Sealed RFQ responses may be hand-delivered or mailed to:

Williamson County Purchasing Department

Attn: Kerstin Hancock
901 S. Austin Ave.
Georgetown, TX 78626

NOTE: The Request for Qualifications name, number, and submittal date and time should appear in the lower left-hand corner of your sealed submittal envelope (box/container). If an overnight delivery service is used, the RFQ name, number, and submittal date and time should be clearly marked on the outside of the delivery envelope (box/container).

2. The materials submitted must be enclosed in a sealed envelope (box or container); the package must show clearly the submittal deadline; the RFQ number must be clearly visible; and name and the return address of the Respondent must be clearly visible.
3. Late submittals will not be opened and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, etc. Late submittals will not be considered under any circumstances.
4. Telephone submittals are not acceptable when in response to the Request for Qualifications.

5. Facsimile ("FAX") submittals are not acceptable when in response to this Request for Qualifications.

3.3 Bonding

Attach a letter of intent from a surety company indicating the applicant's bond ability for this Project. The surety shall acknowledge that the firm may be bonded for the Project up to an amount of **\$11,000,000.00**. Bonding requirements are set forth in section 4 of this RFQ.

3.4 Pricing

Submittals for this RFQ **shall not include fees, pricing, or other compensation**. Such information will be solicited in Step 2 from firms that have made the short list of Respondents.

3.5 Submittal Checklist

Firms are instructed to complete, sign and return the following documents as a part of their submittal. Failure to return these documents may subject your submittal to disqualification.

- Bonding letter (ref. Section 3.3)
- Signed and Completed Execution of Offer (ref. Section 6)
- Responses to Respondent's Evaluation Criteria (ref. Section 2.8)
- Williamson County Conflict of Interest Statement (ref. Section 3.1 (K) and Section 7)

SECTION 4

GENERAL TERMS AND CONDITIONS

4.1 Compliance with Law

Contractor is aware of, is fully informed about, and in full compliance with its obligations under existing applicable law and regulations, including Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000(D)), Executive Order 11246, as amended (41 CFR 60-1 and 60-2), Vietnam Era Veterans Readjustment Act of 1974, as amended (41 CFR 60-250), Rehabilitation Act of 1973, as amended (41 CFR 60-741), Age Discrimination Act of 1975 (42 USC 6101 et seq.), Non-segregated Facilities (41 CFR 60-1), Omnibus Budget Reconciliation Provision, Section 952, Fair Labor Standards Act of 1938, Sections 6, 7, and 12, as amended, Immigration Reform and Control Act of 1986, and Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (PL 96-507), the Americans with Disabilities Act of 1990 (42 USC 12101 et seq.), the Civil Rights Act of 1991 and all laws and regulations and executive orders as are applicable.

4.2 The County's Right to Audit

Successful Respondent agrees that Williamson County or its duly authorized representatives shall, until the expiration of four (4) years after termination or expiration of the Contract and/or the ensuing Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Successful Respondent, which are directly pertinent to the services to be performed or goods to be delivered for the purposes of making audits, examinations, excerpts and transcriptions. Successful Respondent agrees that Williamson County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Williamson County shall give Successful Respondent reasonable advance notice of intended audits.

4.3 Access to Documents

To the extent applicable to this procurement, in accordance with Public Law 99-499 under TEFRA, Respondent agrees to allow, during and for a period of not less than four (4) years after the contract term, access to the contract and its books, documents, and records; and contracts between Respondent and its subcontractors or related organizations, including books, documents and records relating to same, by the Comptroller General of the United States, the U.S. Department of Health and Human Services and their duly authorized representatives.

4.4 Insurance and Bonds

The Successful Respondent that is ultimately awarded the contract may be referred to in this Section 4 as the "Contractor" and the County may be referred to in this Section 4 as the "Owner".

4.4.1 Insurance

- A. Contractor shall carry insurance in the types and amounts indicated in this section for the duration of the Project, which shall include items owned by Owner") in the care, custody and control of Contractor prior to, during construction and during the warranty period. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement Between Owner and Construction Manager-at-Risk, as proof of continuing coverage. Acceptance of the insurance policy declaration pages by the Owner shall not relieve or decrease the liability of the Contractor. Contractor shall update all expired policies prior to submission for monthly payment. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.
- B. Unless otherwise provided for in the Contract Documents, the Contractor shall provide and maintain, until the Work covered in the Agreement Between Owner and Construction Manager-at-Risk is completed and accepted by the Owner, the minimum insurance coverages in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to Owner.

- | Type of Coverage | Limits of Liability | |
|--|---|----------------|
| 1. Worker's Compensation | Statutory | |
| 2. Employer's Liability | | |
| Bodily Injury by Accident | \$500,000 Ea. Accident | |
| Bodily Injury by Disease | \$500,000 Ea. Employee | |
| Bodily Injury by Disease | \$500,000 Policy Limit | |
| 3. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts: | | |
| COVERAGE | PER OCCURRENCE | |
| Comprehensive General Liability (including premises, completed operations and contractual) | \$1,000,000 | |
| Aggregate policy limits: | \$2,000,000 | |
| 4. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles): | | |
| COVERAGE | PER PERSON | PER OCCURRENCE |
| Bodily injury (including death) | \$1,000,000 | \$1,000,000 |
| Property damage | \$1,000,000 | \$1,000,000 |
| Aggregate policy limits | No aggregate limit | |
| 5. Builder's Risk Insurance (all risks) | | |
| <p>An all risk policy, in the amount equal at all times to 100% of the Contract Price or Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:</p> | | |
| a. | <p>This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.</p> | |
| b. | <p>For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions in the Contract Documents. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.</p> | |
| 6. Flood insurance when specified in Supplementary General Conditions or Special Conditions. | | |

7. Umbrella coverage in the amount of not less than \$5,000,000.
- C. The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for the Project.
- D. All policies provided by the Contractor must provide as follows:
1. that the policy shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to the Owner;
 2. that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement Between Owner and Construction Manager-at-Risk;
 3. that the Owner, it officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under contract with the Owner (this provision is not applicable to the workers' compensation policy);
 4. that the workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the Owner.
- E. Workers' Compensation Insurance Coverage:
- a. Definitions:
 - (1) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.
 - (2) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.
 - (3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
 - (4) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which 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 a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
 - b. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.
 - c. The Contractor must provide a certificate of coverage to the Owner prior to being awarded the contract.

- d. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
- e. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:
 - (1) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
 - (2) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
- f. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
- g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
- h. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- i. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:
 - (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
 - (2) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
 - (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
 - (4) obtain from each other person with whom it contracts, and provide to the Contractor:
 - a. a certificate of coverage, prior to the other person beginning work on the Project; and
 - b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
 - (5) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;
 - (6) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

- (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1)-(7), with the certificates of coverage to be provided to the person for whom they are providing services.
 - j. By signing the Agreement Between Owner and Construction Manager-at-Risk or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide 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 commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
 - k. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the Agreement Between Owner and Construction Manager-at-Risk void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.
- F. If insurance policies are not written for the amounts specified in this section, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.
- G. The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Agreement Between Owner and Construction Manager-at-Risk, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.
- H. Owner shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements as they apply to the limits set out in this section.
- I. Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this section. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$75,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.

4.4.2 Bonding

1. Respondent shall provide evidence satisfactory to Owner of bonding capacity in the total estimated maximum amount of the Agreement Between Owner and Construction Manager-at-Risk along with Respondent's response to this Request for Qualifications.
2. Performance and Payment Bonds are to be executed within ten (10) days of execution of the Guaranteed Maximum Price (GMP). Chapter 262.032 of the Texas Local Government Code governs the requirements for performance bonds for government entities making public work contracts. A performance bond is required if the contract is in excess of \$50,000 and is to be made for the full amount of the contract. Chapter 2253.021 of the Texas Government Code governs the requirements for payment bonds for government entities making public work contracts. A payment bond is required if the contract is in excess of \$25,000 and is to be made for the full amount of the contract. The bonds must be executed by a corporate surety or sureties in accordance with the Texas Insurance Code.

If the public works contract is less than \$50,000 the performance bond will not be required as long as the contract provides that payment is not due until the work is completed and accepted by the County.

3. Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Owner, and on the Owner's form. If any bond is for more than 10 percent of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusted to do business in the State. A reinsurer may not reinsure for more than 10 percent of its capital and

surplus. If a surety upon a bond loses its authority to do business in the State, the Respondent shall within thirty (30) days after such loss furnish a replacement bond at no added cost to the Owner.

4. Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embossed seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.
5. Each bond with a penal sum in excess of \$100,000 shall be executed by a corporate surety or sureties listed on the then-current version of U.S. Treasury Department circular 570 and which hold a certificate of authority from the U.S. Secretary of the Treasury as a surety, or obtain reinsurance from a reinsurer authorized as a reinsurer in Texas and which is listed on the then-current U.S. Treasury Department circular 570 and holds a certificate of authority from the U.S. Secretary of the Treasury as a surety or reinsurer.
6. Security Bond: The Contractor will be required upon execution of the Agreement Between Owner and Construction Manager-at-Risk, to execute a Security Bond in the amount of 5% of the Construction Cost Limitation.

4.5 Other Benefits

It is understood and agreed that no benefits, payments or considerations received by Respondent for the performance of services associated with and pertinent to the resultant Contract shall accrue, directly or indirectly, to any employees, elected or appointed officers or representatives, or any other person identified as agents of, or who are by definition an employee of Williamson County or the State.

4.6 Non-Disclosure

Respondent and the County acknowledge that they or their employees may, in the performance of the resultant contract/agreement, come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organization, regardless of whether directly or indirectly affiliated with Respondent or the County, unless (i) required by law, (ii) by order of any court or tribunal, (iii) such disclosure is necessary for the assertion of a right, or defense of an assertion of a right, by one party against the other party hereto, or (iv) such information has been acquired from other sources.

4.7 Publicity

Respondent agrees that it shall not publicize this potential contract/agreement or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of the County's employees or use the County's name in connection with any sales promotion or publicity event without the prior express written approval of the County.

4.8 Assignment

The potential agreement with Respondent resulting from this RFQ is a personal service contract for the services of Respondent, and Respondent's interest in such agreement, duties thereunder and/or fees due thereunder may not be assigned or delegated to a third party. The benefits and burdens of such agreement are, however, assignable by the County.

4.9 Assignment of Overcharge Claims

Respondent hereby assigns to the County any and all claims for overcharges associated with the contract/agreement arising under the antitrust laws of the United States, 15 U.S.C.A., Sec. 1 et seq. (1973), or arising under the antitrust laws of the State of Texas, Texas Business and Commerce Code Annotated, Sec. 15.01, et seq. (1967).

4.10 Patent and Copyright

Respondent shall pay for any royalties, license fees, copyrights or trade and service marks required to perform the services required by any resulting contract/agreement.

4.11 Texas Public Information Act

The County considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq) after a contract is awarded.

Respondents are hereby notified that the County strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General regarding the disclosure of RFQ/RFP information.

4.12 Freedom of Access and Use of Facilities

Respondent's employees shall have reasonable and free access to use only those facilities of the County that are necessary to perform services under a resulting Contract and shall have no right of access to any other facilities of the County.

4.13 Observance of the County Rules and Regulations

Respondent agrees that at all times its employees will observe and comply with all regulations of the facilities, including but not limited to, no smoking, and parking and security regulations.

4.14 Section Headings

All section headings are for convenience of reference only and are not intended to define or limit the scope of any provisions of this RFQ.

4.15 Venue and Governing Law

By responding to this RFQ, Respondent agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this RFQ and/or resulting contract/agreement shall lie exclusively in Williamson County, Texas, and the Respondent hereto expressly consents and submits to such jurisdiction. Furthermore, except to the extent that the RFQ and any resulting contract/agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules

4.16 Termination for Convenience

The County may terminate any resulting contract/agreement for convenience and without cause or further liability upon thirty (30) days written notice to the selected respondent. In the event of such termination, it is understood and agreed that only the amounts due to selected respondent for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for County's termination of this Agreement for convenience.

4.17 Non-Appropriation and Fiscal Funding

The obligations of the County under any resulting contract/agreement does not constitute a general obligation or indebtedness of County for which County is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the right to terminate this Agreement at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.

4.18 Payment, Interest and Late Payments

County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify the selected respondent of the discrepancy. Following County's notification of any discrepancy as to an invoice, the selected respondent must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

4.19 No Waiver of Immunities

Nothing in this RFQ or any resulting contract/agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

4.20 No Waiver

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this RFQ or any resulting contract/agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

SECTION 5
SPECIFICATIONS

5.1 General

Williamson County is seeking a Statement of Interest and Qualifications from qualified and experienced firms/teams with experience in the type and scale of construction necessary to provide professional Construction Manager at Risk (CMAR) services for the Project. The Construction Manager at Risk's responsibilities include, but are not limited to, the guaranteed maximum price estimate, the Project construction schedule, coordination of building trades on site, Quality Control, Quality Assurance and overall construction sequencing.

5.2 Specifications/Scope of Work/Description of Project

Williamson County intends to construct a new facility to the highest industry standards using industry's "best practices". The facility is an approximately 43,000 SF two-story building to house several of the essential services provided by Precinct 3 and some other county functions requiring interaction with the public. The proposed location for the facility will be 151 Wilco Way, Georgetown, Texas.

Building occupants are anticipated to include at a minimum: the Precinct 3 Justice of the Peace Court; Precinct 3 Constable; Precinct 3 Commissioner; Williamson County Veterans Services Office and the Williamson County Human Resources Office. The Project also includes all utilities, drainage, parking, roadways, landscaping and walkways necessary to complete the Project.

5.3 Delivery

Notice to Proceed is anticipated to be issued in August of 2015. The Project is anticipated to be completed in July of 2017.

The dates listed may be altered at any time at the sole discretion of the County.

B. Time will be of the essence in the performance of Respondent's duties. Failure of the Respondent to notify the County sufficiently in advance of inability to complete within the delivery schedule, shall grant the County the option of canceling the order, purchasing from the best available source, and charging the Respondent the difference between the Contract price and actual purchase, if any, plus cost of handling. Notwithstanding the foregoing, the County shall have no obligation to accept late performance or to waive timely performance by Respondent.

5.4 Outline of Required Construction Manager at Risk Services

OUTLINE OF REQUIRED CONSTRUCTION MANAGER AT RISK SERVICES

(All services provided are to be performed in conjunction with the A/E and Owner).

Pre-construction

- Review in-progress design and construction documents
- Assist Architect with development of budget estimate
- Assist Architect with bid process and evaluating bids
- Prepare for temporary facilities
- Establish guidelines for services shared between contractors
- Obtain permits for construction
- Assist architect with completion of construction documents
- Evaluate materials and equipment recommended for the Project

Administration

- Provide on-site job trailer, temporary fencing, temporary utilities, and other services as appropriate
- Schedule, conduct, and report with the architect on weekly meetings with contractors
- Require safety programs and certificates of insurance from contractors
- Monitor and supervise safety programs of contractors, verify compliance with laws and regulations
- Review all shop drawings and submittals from all contractors
- Keep records of all documents at the job site, including red line changes
- Organize, run, and keep minutes of all meetings with contractors

Construction Scheduling

- Complete anticipated Project schedule
- Review Owner's anticipated opening date and supervise construction schedule
- Sequence schedule to support contract documents and approved Project Schedule and recommend any necessary corrective actions
- Coordinate and expedite the ordering and delivery of materials, especially those requiring a long lead time
- Revise construction schedule as needed

Construction Cost

- Complete accounting records of work performed on the Project
- Review all pay requests and process for payment through architect
- Review and prepare summary application for payment based on the Contractors' Certificate of Payment and material vendors' invoicing
- Coordinate change orders, verify contractors' estimates as reasonable and accurate, secure owner's approval before change order work is completed

Construction Administration

- Administer construction contracts prepared by the county
- Monitor performance of contractors
- Coordinate necessary testing services
- Coordinate interpretation of the meaning and intent of drawing and specification and assist in resolution of questions
- Record progress of Project
- Compile all product data, samples, warranties, owner manuals, red line drawings, keys, maintenance stock, extra materials, and other information or materials to be provided to owner
- Verify appropriate training and in-service has been provided by contractors for owner
- Supervise contractors' final testing and start-up of utilities, operations systems and equipment
- Coordinate Project completion, punch lists, final payments, and substantial completion with architect and owner

Full Time On-Site Supervision

- Experienced Construction Field Superintendent on site daily, every work day, to monitor work and progress of the Project
- Manage contractor performance
- Visual inspections of workmanship and special inspections as needed to verify quality of work, and maintenance to specifications
- Written progress reports to Owner and Architect submitted weekly during contractor meetings
- Arrange for delivery and storage of all material purchased by Owner
- Monitor and enforce Owner construction conditions
- Coordinate contract scheduling, monitor contractor labor force, verify delivery of contractor materials

Disputes and Resolution

- Assist Owner and Architect with review and management of claims
- Mediate conflicts between Contractor and Owner, if necessary
- Mediate conflicts between Architect and Owner, if necessary

Project Close Out

- Observe testing and start-up of utilities and equipment
- Walk through and prepare "punch list" with owner, architect and consulting engineers
- Participate in final inspection with Owner and Architect
- Prepare equipment operational manuals and provide preventive maintenance plan
- Supervise completion of punch list items

5.5 **Miscellaneous Provisions**

A. Personnel

Respondent shall maintain a staff of properly trained and experienced personnel to ensure satisfactory performance under this Contract.

1. Respondent shall assign to the County a designated representative who will be responsible for the coordination and administration of the County's requirements.
2. The County will insist that the superintendent be on the job full time (all day / all working days) from the start of construction through substantial completion. After substantial completion, on-site respondent supervision will be required at any time work is under way at the site.

B. Project Execution

Except as otherwise set forth in the Agreement Between Owner and Construction Manager-at-Risk and other Contract Documents, the County shall provide or contract for, independently of the construction manager-at-risk, the inspection services, the testing of construction materials engineering, and the verification testing services necessary for acceptance of the facility by the County.

**SECTION 6
EXECUTION OF OFFER
RFQ NUMBER: 15RFQ109**

THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S QUALIFICATIONS. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE QUALIFICATIONS MAY RESULT IN REJECTION OF THE RESPONDENT'S SUBMITTAL OF QUALIFICATIONS.

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED QUALIFICATIONS OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S QUALIFICATIONS, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS AT THE COUNTY. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT THE COUNTY'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT OR PURCHASE ORDER.

1. By signature hereon, Respondent acknowledges and agrees that (1) this RFQ is a solicitation for qualifications and is *not* a contract or an offer to contract; (2) the submission of qualifications by Respondent in response to this RFQ will *not* create a contract between the County and Respondent; (3) the County has made no representation or warranty, written or oral, that one or more contracts with the County will be awarded under this RFQ; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFQ.
2. By signature hereon, Respondent offers and agrees to furnish to the County the products and/or services more particularly described in its qualifications, and to comply with all terms, conditions and requirements set forth in the RFQ documents and contained herein.
3. By signature hereon, Respondent affirms that Respondent has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted qualifications.
4. By signature hereon, a corporate Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporate Respondent is exempt from the payment of such taxes, or that the corporate Respondent is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable.
5. By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or institution represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal Antitrust Laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
6. By signature hereon, Respondent represents and warrants that:
 - a. Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFQ;
 - b. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFQ;
 - c. Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances;
 - d. Respondent understands (i) the requirements and specifications set forth in this RFQ and (ii) the terms and conditions set forth in the Contract under which Respondent will be required to operate;
 - e. Respondent, if selected by the County, will maintain insurance as required by the Contract;

- f. All statements, information and representations prepared and submitted in response to this RFQ are current, complete, true and accurate. Respondent acknowledges that the County will rely on such statements, information and representations in selecting the Successful Respondent. If selected by the County as the Successful Respondent, Respondent will notify the County immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.
7. By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFQ is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements which may result from the submission of Respondent's qualifications.
8. By signature hereon, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Respondent as defined in Rule 1 TAC 111.2.
9. By signature hereon, Respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between Respondent and an employee of the County of Texas component, or Respondent has not been an employee of the County of Texas component within the immediate twelve (12) months prior to your RFQ response. All such disclosures will be subject to administrative review and approval prior to the County entering into any contract with Respondent.
10. By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFQ. (ref. Section 2155.004 *Texas Government Code*).
11. Respondent represents and warrants that all articles and services quoted in response to this RFQ meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.
12. By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
13. **BY SIGNATURE HEREON, RESPONDENT AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS WILLIAMSON COUNTY AND THE STATE OF TEXAS, ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF RESPONDENT OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF RESPONDENT IN THE EXECUTION OR PERFORMANCE OF ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S QUALIFICATIONS.**
14. By signature hereon, Respondent agrees that any payments that may become due under any agreements or other contractual arrangements which may result from the submission of Respondent's qualifications will be applied towards any debt including, but not limited to, delinquent taxes and child support that is owed to Williamson County and/or the State of Texas.
15. By signature hereon, Respondent understands and acknowledges that should there be any conflict between the terms of this RFQ and the terms of the Contract Documents, which includes all documents defined as "Contract Documents" in the Agreement Between Owner and Construction Manager-at-Risk, the terms and conditions of the Contract Documents shall control.

Please complete the following:

Respondent's VIN No: _____

Respondent's FEI No: _____

If a Corporation:

Respondent's State of Incorporation: _____

Respondent's Charter No: _____

Please identify each person who owns at least 25% of Respondent's business entity by name and social security number:

Name

Name

Name

Name

Submitted and Certified By:

(Respondent's Name)

(Authorized Signature)

(Date)

(Printed Name/Title)

(Telephone Number)

(Street Address)

(Facsimile Number)

(City, State, Zip Code)

SECTION 7

Conflict of Interest Questionnaire
THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED

For Respondent or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

OFFICE USE ONLY

By law this questionnaire must be filed with the records administrator of the local government 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.

A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.

1. Name of person doing business 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE - CONTINUED
THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH RFQ

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

Page 2

For Respondent or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

Yes No

C. Is the filer of the questionnaire affiliated with a Corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship:

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

Respondent
Name: _____

Authorized Signature: _____

Title or Representative Capacity of Signer: _____

Date: _____, 20____