



REQUEST FOR QUALIFICATIONS

RFQ NO. CIP 24-603

Construction-Manager-at-Risk for Medical Examiner's Facility

**SEALED STATEMENTS OF QUALIFICATION TO BE
SUBMITTED BEFORE:**

Thursday, January 4, 2024 at 2:00pm CST

**TO THE:
BRAZOS COUNTY
PURCHASING DEPARTMENT
200 S. Texas Ave. Suite 352
Bryan, TX 77803
Phone: (979) 361-4290
Fax: (979) 361-4293**

Respondents, their employees and/or representatives are prohibited from contacting any official or employee of Brazos County, except the Purchasing Agent, regarding this solicitation from the issuing date of the solicitation until scheduled oral presentations or the date the Brazos County Commissioners Court meets to consider award of the Request for Qualifications (RFQ). Any such contact will be grounds for rejection of the respondent's proposal.

In compliance with this solicitation, the undersigned respondent having examined the solicitation and specifications and being familiar with the conditions to be met, hereby submits the following RFQ for furnishing the services listed on the attached bid form and agrees to deliver said items at the locations and for the prices set forth on the bid form.

Company Name: _____

By (Print): _____ Title: _____

Physical Address: _____

Mailing Address: _____

Telephone: _____ Fax: _____ E-Mail: _____

**Construction-Manager-at-Risk for Medical Examiner Office
Request for Qualifications # CIP 24-603**

BRAZOS COUNTY PURCHASING OFFICE

Brazos County Administration Building
200 South Texas Ave., Suite. 352
Bryan, Texas 77803
Telephone (979) 361-4292

Statements of Qualifications (SOQ) will be received, publicly opened, and acknowledged at **2:00 P.M., Thursday, January 4, 2024**, in the Brazos County Purchasing Department, Suite 352, Brazos County Administration Building, 200 South Texas Ave., Bryan, Texas.

PROJECT PLANNING SCHEDULE

RFQ STAGE - Release of RFQ	Tuesday, November 28, 2023
Advertisement Dates	Tuesday, November 28, 2023
	Tuesday, December 5, 2023
Deadline for Questions	Thursday, December 28, 2023 at 5:00 PM CST
RFQ Submission Deadline	Thursday, January 4, 2024 at 2:00 PM CST
Evaluations / (short-listing firms)	Mid-January
RFP STAGE - Release of RFP (to short-listed firms)	Mid-January
Pre-Proposal Conference	Thursday, January 25, 2024 at 2:00 PM CST
Deadline for Questions	Tuesday, January 30, 2024 at 5:00 PM CST
RFP Submission Deadline	Tuesday, February 6, 2024 at 2:00 PM CST
Owner RFP Evaluations	February 2024
Owner Interviews Respondents	February 2024
Owner CMAR Contract Negotiation	February 2024
Owner Executes CMAR Agreement	February 2024

PROJECT MILESTONES

Owner Approves Facility Program	October 2023
Owner Approves Schematic Design	December 2023
Owner Approves Design Development	March 2024
Owner Receives GMP Proposal	June 2024
Owner Issues Notice to Proceed for Construction	June 2024
Owner Accepts Substantial Completion	November 2025
CMAR Achieves Final Completion	December 2025
ARPA – Funds Encumbered Deadline	December 31, 2024
ARPA – Funds Expenditure Deadline	December 31, 2026

A. PROJECT SUMMARY

Brazos County requests Statement of Qualifications in accordance with the instructions in this document, for preconstruction and construction management services for a new Medical Examiner’s Facility. Funding for this project includes American Rescue Plan Act (ARPA) funds. The total budget of \$22 million includes design assistance, construction, utilities, FF&E, and other related necessary costs. The Construction Cost Limitation (CCL) is set at \$17.5 million.

B. PROCUREMENT DELIVERY

Brazos County will follow the Texas Local Government Code, Chapter 2269 for this two-step process. The statements of qualifications will be opened on the date and time mentioned above and only the names of the proposers will be read aloud. The Statements of Qualifications (SOQ) will be distributed to the evaluation committee and this committee will evaluate each proposal according to the criteria set forth in this RFQ. No pricing information should be included with the statement of qualifications. Pricing information will be requested during the later Request for Proposal stage.

C. BACKGROUND

Brazos County has engaged PGAL to develop the program and associated design documents for a Medical Examiner's Office. Brazos County has engaged Broaddus & Associates as the Owner's Representative for project management services.

D. SUMMARY OF WORK

Brazos County is seeking to contract with a Construction Manager to provide preconstruction services during the design phase of a new Medical Examiner's Facility. Brazos County has acquired a greenfield 11-acre track along 29th Street in Bryan, Texas. This facility is anticipated to serve Brazos County as well as Counties in an approximate 100-mile radius. The new facility will accommodate the needs of Brazos County and potentially serve the secondary function as a training space for the Texas A&M University School of Medicine, law enforcement, and other related needs.

Envisioned as a single-story building of approximately 20,000 gross square feet, the facility will include offices for up to nine (9) full-time employees with additional offices for future growth, examination rooms, restrooms (private and public), break room, conference/training areas, and other necessary spaces. Brazos County intends to work with the selected construction management firm to develop and execute a Guaranteed Maximum Price contract for construction of the facility using the Construction-Manager-at-Risk (CMAR) project delivery method.

E. SCOPE OF SERVICES & REQUIRED TASKS

The Construction Manager (CM), operating as a member of an Owner – Architect – Construction Manager Team, will be responsible for (but are not limited to the following):

- Estimating of construction costs during the design stage of the project
- Review of design to ensure cost integrity and value management opportunities.
- Technical consultation during the design stage of the project
- Consultation on construction techniques, logistics plans, including early identification of long-lead material and equipment, phasing, etc.
- Direction of all construction activities

Pre-Construction Phase

Pre-Construction services may include, but are not limited to the following:

1. Preparation of Construction Estimates
 - a. The Construction Manager's role during the design stage will be as an advisor on construction costs, and constructability. The CM will assist with cost estimates and various

- required pricing activities. The Construction Manager shall provide accurate analysis of the cost of all systems and construction contemplated for the project.
- b. The Construction Manager shall prepare detailed estimates of the cost of the work based on the following design package milestones:
 - i. 100% Schematic Design (SD)
 - ii. 100% Design Development (DD)
 - iii. 50% Construction Documents (CD)
 - c. The extent of documentation for the estimates will be consistent with the documentation provided for pricing from the architect and engineers.
 - d. There will likely be periodic construction estimates on specific phases of the work as required in addition to the estimates listed above.
2. Site Logistics
- a. The Construction Manager shall review the plans and specifications to determine the need for all temporary facilities necessary for construction, to include job site trailers, parking, and material lay down areas. The Construction Manager shall prepare a logistics plan for all phases of the work that indicates the temporary facilities, site access, student/visitors/staff vehicle and pedestrian routes, barriers/fencing, material staging, crane locations, etc.
3. Review of Plans and Specifications
- a. The Construction Manager shall review all plans and specifications to provide information about systems and materials, availability of labor, time requirements for procurement and installation, relative costs of materials, and shall provide recommendations for economies as appropriate.
4. Technical Consultation
- a. The Construction Manager shall participate with the design team in the preparation of the performance specifications. The Construction Manager's technical consultation to the Owner and design team shall not abrogate the design responsibility of those consultants. The CM shall make recommendations based upon the cost of a particular design or material selected, however the suitability of those recommendations shall be the responsibility of the design team.
5. Long Lead Procurement
- a. The Construction Manager shall identify, recommend for purchase, and expedite the procurement of equipment, materials and supplies which require long-lead production and procurement timeframes.
6. Construction Schedule
- a. The Construction Manager shall develop and refine the preliminary construction schedule in order to confirm or refine the Owner's Master Project Schedule. The Construction Manager shall prepare a detailed preliminary construction schedule that identifies all major milestones, critical path, long lead procurement, decision points, submittals and procurement requirements, and activities that impact owner operations (such as utility shutdowns).

7. Preparation of Guaranteed Maximum Price
 - a. The Construction Manager shall issue requests for technical proposals to qualified sources and provide evaluations to the Owner. The CM shall formally advertise requests for procurement by assembling the required contract documents including any ARPA-specific federal funding requirements, and issuing invitations to bid.
 - b. The Construction Manager shall prepare a Guaranteed Maximum Price (GMP) for the entire construction project, clearly summarizing the cost of each component of the work. This GMP shall be the sum of:
 - i. The cost of General Conditions/General Requirements
 - ii. The direct cost of the work (cost of the work to be performed and the materials to be purchased) including contractor contingency.
 - iii. Costs for permits, insurances, etc.
 - iv. The Construction Manager's fee.
 - c. The objective is to execute the Guaranteed Maximum Price amendment at or before the 50% Construction Documents stage of the project.

Construction Phase

Construction services may include, but are not limited to the following:

1. General
 - a. The Construction Manager shall coordinate the project to develop an orderly, controlled, construction effort in the agreed time frame. To discharge his responsibilities, the Construction Manager shall have a strong capability in engineering, budgeting, cost estimating, scheduling, purchasing, quality control, management, and labor relations. The CM shall have a record of successful performance in furnishing the specialized services required in the management of construction projects.
2. Subcontracts
 - a. The Construction Manager shall function as an independent contractor and will hold/administer all subcontracts and shall be responsible for all project administration including but not limited to; scheduling the work, verifying and approval of all required shop drawings and submittals, ordering and ensuring timely delivery of all required materials, enforcement of all OSHA safety regulations and approval of all material invoices and subcontractor pay requests.
 - b. The Construction Manager shall conduct pre-construction conferences with successful bidders and shall schedule and conduct regular Project progress meetings to be attended by the appropriate trade contractors and representatives of Owner and Architect to discuss procedures, progress, problems, schedule, and equal employment opportunity. The Construction Manager shall prepare and distribute minutes of such meetings to those in attendance.
3. Schedule
 - a. Prior to commencing construction, the Construction Manager shall be required to submit an overall baseline project schedule. The schedule shall be in Primavera P6 format and include all construction activities and shall provide adequate detail to establish an acceptable and realistic construction sequence to achieve the required completion for the

project. The scheduler shall not add logic constraints, except for the date of Substantial Completion.

4. Site Management

- a. The Construction Manager will be responsible for managing the site and coordinating all construction activities. The Construction Manager shall employ a competent superintendent who shall remain on-site continuously during construction activities and have authority to act on behalf of the Construction Manager.
- b. Brazos County is committed to the safety of its employees and customers. To that end, any firm awarded a contract shall be required to assure that all personnel assigned to the project are subject to security and badging policy requirements.

5. Management Control System

- a. The Construction Manager shall implement a management control system (MCS) during the construction of the Project for use in achieving the objectives of the Project in a timely, economical, and acceptable manner. To this end, the MCS shall facilitate planning, organizing, scheduling, budgeting, reporting of construction progress, accounting, identifying variances and problems, and making decisions at all levels. The Construction Manager shall provide the services, facilities, equipment, and staff necessary to implement the MCS.
- b. The Construction Manager shall provide, over the course of this Agreement, the following for the review and approval of Owner:
 - i. Construction phasing plans
 - ii. Construction schedules
 - iii. Construction cost information
 - iv. Subcontractors buy-out reports
 - v. Contingency usage reports
 - vi. Allowance usage reports
 - vii. Potential change order reporting
- c. The construction Manager shall use the MCS during construction to:
 - i. Periodically tabulate the cost of proposed changes in the work.
 - ii. Provide documentation of all changes made in the schedule and budget so that complete accountability between the original and the current approved schedule and budget is maintained.
 - iii. Provide reports necessary for effective control of the overall construction program. Reports shall be provided to the levels of management in detail consistent with their requirements and responsibilities.
 - iv. Provide request for Information Format and Log
 - v. Provide quality control inspection procedures and results.
 - vi. Provide Submittal and Shop Drawing Submission Log/schedule
 - vii. Provide Progress Payment Forms and Procedures

6. Accounting Records

- a. Financial and cost accounting records shall be maintained for all costs applied to the project. The Construction Manager shall be responsible for maintaining such records. The Construction Manager will provide an “open book” accounting type system throughout the

course of the project. Any significant line-item reallocation within the GMP shall receive owner and project manager approval. The Construction manager shall make available all contracts, books, documents, and records necessary to verify the nature and extent of the costs of the execution of the contract.

7. Construction Manager's Organization

- a. The services called for in this Agreement shall be performed by Construction Manager's own staff, unless otherwise authorized in writing by Owner. Owner's approval of the use of services of any person or firm by Construction Manager shall not be construed as constituting an Agreement between Owner and any such person or firm.
- b. Construction Manager shall perform all services under this Agreement in a competent and efficient manner. Owner may require Construction Manager to remove from the work any employee Owner deems incompetent, careless, or otherwise objectionable and to replace any such employee with suitable personnel.
- c. The Construction Manager shall establish and implement procedures for identifying all required submittals, shop drawings, catalogues, and samples and for expediting the processing and approval.

8. Bid Packages

- a. The Construction Manager shall be responsible for the preparation of the bidders' list with input and approval from the Owner and Project Manager for the various bid packages. He shall have intimate knowledge of the available workforce in the locality of the project and the experience to analyze the subcontracting firms that may have the ability, as well as an interest, in bidding the work.
- b. Upon completion of the drawings for specific phases of the work, preparation shall be made for assembling the bidding documents into appropriate bidding packages. The number of separate bid packages or contracts shall be jointly determined by the Project Manager, Construction Manager, and the Architect/Engineer. The CM shall assist the Project team in comprehensive development of bid packages in such a manner as to minimize the need for allowances.
- c. The Construction Manager shall be responsible for arranging pre-bid conferences for the purpose of informing perspective bidders of special conditions or requirements of proposed work.
- d. The Construction Manager shall obtain bids for each trade contract from an appropriate number of qualified bidders as to obtain the most reasonable price for acceptable work. The Construction Manager shall receive and evaluate bids, followed by review and approval with the Owner's Project Manager and Architect/Engineer.

9. Award of Trade Contracts

- a. The Construction Manager shall submit for approval by the Owner a standard form of Trade Contractor Agreement and shall not deviate from this form without the written consent of the Owner.
- b. The Owner or his designated representative shall be responsible for approving awards of all trade contracts after evaluation of bids and recommendation by Construction Manager. After approval is granted, Construction manager shall award the separate contracts as required to provide all labor and materials for complete construction of the Project. The

CM shall submit a Bid Tabulation for each bid package, including a recommendation for the firm representing the best value.

- c. Each trade contract awarded by the Construction Manager shall be a separate agreement awarded on the basis of competitive bids or negotiation. The relationship of Construction Manager to the trade contractor is the same as that of a general contractor to a subcontractor.
- d. Any construction work that the Construction Manager intends to self-perform must be competitively bid, and approved by the Owner. The basis of any self-performed work will be a separate or “mini” GMP, with any buy-out cost savings tracked, reported, and returned to the Owner.

10. Project Closeout

- a. The Construction Manager shall identify all items of work to be completed or corrected to conform to the Contract Documents (“Punch List”) at the time of substantial completion of each phase of the work.
- b. The Construction Manager shall determine, with the concurrence of Owner, the amount of payment to be withheld (retained) from each trade contractor until Final Completion of each phase of the work.
- c. The Construction Manager shall secure the consent of his surety and those of his trade contractors for a reduction in retainage or the remittance of Final payment(s).
- d. The Construction Manager shall transmit to Owner’s Representative all warranties, affidavits, receipts, releases, waivers, or bonds indemnifying Owner against liens.
- e. The Construction Manager shall be responsible for updating and maintaining Project record drawings. The Construction Manager shall forward to the Owner’s Representative and the Architect copies of the record drawings for review prior to Final Completion acceptance of the project by the Owner.
- f. The Construction Manager shall be responsible for preparing and submitting closeout documents (O&M’s, warranties, manufacturer / vendor contact information, project record drawings and as-builts).

F. CONDITIONS OF RFQ

The following instructions apply to all Requests for Qualifications (RFQ) and become a part of terms and conditions of any qualifications submitted to the Brazos County Purchasing Department, unless otherwise specified elsewhere in this RFQ. All Contractors are responsible for understanding and acknowledging these Terms and Conditions:

1. Definitions: In order to simplify the language throughout this proposal, the following definitions shall apply:
 - a. **ARCHITECT** – the project architect, PGAL.
 - b. **BRAZOS COUNTY** - Same as County, Owner.
 - c. **COMMISSIONERS' COURT** - The elected officials of Brazos County, Texas that are given the authority to exercise such powers and jurisdiction of all county business as conferred by the Constitution and Laws of the State of Texas.
 - d. **CONTRACT** - An agreement between the County and a Vendor to furnish supplies and/or services over a designated period of time during which repeated purchases are made of the commodity specified.

- e. **CONTRACTOR** - The successful Contractor(s) of this proposal request. Note CONTRACTOR and CONSTRUCTION-MANAGER-AT-RISK (CM, CMAR) are used interchangeably.
 - f. **COUNTY** - The government of Brazos County, Texas, and its authorized representatives. The terms COUNTY and OWNER are used interchangeably.
 - g. **OWNER REPRESENTATIVE** – the authorized representative of Brazos County, Broaddus & Associates, providing project management services for the project.
 - h. **SUB-CONTRACTOR** - Any contractor hired by the Contractor or Supplier to furnish materials and services specified in this proposal request.
 - i. **SUPPLIER** - Same as Contractor
2. Brazos County is seeking to contract with a construction management firm, licensed to do business in the State of Texas.
 3. Upon acceptance and approval by the Commissioners' Court, this proposal will be made part of the contract between Brazos County and the successful Contractor for the period designated.
 4. If chosen as the Construction Manager for this project, the firm's leadership will be asked to sign a Construction-Manager-at-Risk contract.
 5. **Proposals must be received by the Purchasing Department prior to the time and date specified.**
 6. The County reserves the right to accept or reject in part or in whole, any proposals submitted, and to waive any technicalities for the best interest of the County.
 7. Brazos County shall not be responsible for any verbal communication between any employee of the County and any potential Contractor. Only written specifications and written price quotations will be considered.
 8. Brazos County reserves the right to reject any proposals that do not fully respond to each specified item.
 9. Should there be a change in ownership or management; the contract shall be canceled unless a mutual agreement is reached with the new owner to continue the contract with its present provisions and prices. This contract is nontransferable and non-assignable by either party.
 10. Should the County elect to cancel this contract at any time for any reason, a thirty-day written notice will be provided.
 11. Acceptance of work provided shall be made by the County at the sole discretion of the Commissioner's Court when all terms and conditions of the contract and specifications have been met to its satisfaction, including the submission to the County of any and all documentation as may be required.
 12. Title and Risk of Loss of the goods shall not pass to Brazos County until the County actually accepts and takes possession of the goods at the point or points of delivery.

13. This agreement shall be governed by the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
14. Proposals may only be withdrawn after opening time with the approval of Commissioner's Court and submission of a reason deemed acceptable by the Court.
15. Proposals will not be considered if submitted by telephone, fax, or any other means of rapid dispatch, nor will a proposal be considered if submitted to any other person or department other than specifically instructed.
16. All proposals shall be submitted in accordance with the instructions contained herein. Brazos County will not be liable for any information received through other websites or sources of information. It is the sole responsibility of the vendor to verify the accuracy of information received from sources other than Brazos County. It is recommended that the vendor check the Brazos Valley e-Marketplace (<https://brazosbid.ionwave.net>) for addenda prior to submitting their proposal.
17. There is no expressed or implied obligation for Brazos County to reimburse responding service providers for any expenses incurred in preparing proposals in response to this request.
18. **Proposals must show full company name, mailing address and telephone number and be manually signed by an authorized sales or quotation representative of the Contractor. Company name and authorized signature shall appear in each space provided. The Contractor must include Employer Identification Number or Social Security Number and signature for the proposal to be valid**
19. Proposals must specify the number of consecutive calendar days required to reach substantial completion of the project under normal conditions. Failure to specify completion time or failure to comply with completion time will be considered cause to cancel the contract.
20. It is our policy not to furnish proposal results over the phone. Proposal results and tabulation sheets will be posted on Brazos County website after it is awarded by Commissioners Court.
21. This Proposal will be made part of any resulting contract the County may enter into. The terms and conditions of the County contained in this RFQ or the plans for this RFQ shall supersede those of the vendor in the event of a conflict.
22. If any provision of this contract shall be considered to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
23. No oral statements of any person shall modify or otherwise change or affect the terms, conditions, or specifications. All change orders to this agreement shall be made in writing and shall not be effective unless signed by an authorized representative of Brazos County.

24. Contractors with questions regarding the proposal should submit them in writing via the Brazos Valley e-Marketplace at <https://brazosbid.ionwave.net>.
25. Fill out the proposal completely, identify the proposal name and number on the outside and return it to the Brazos County Purchasing Department, Administration Building, 200 South Texas Ave., Suite 352, Bryan, Texas 77803 prior to the submission deadline. The proposal is invalid if it is not deposited at the designated location prior to the time and date advertised, or prior extension issued by the County.
26. All proposals shall be prepared on the bid forms located on the Brazos Valley e-Marketplace County web site <https://brazosbid.ionwave.net>. The proposer must put the proposal number and name on the front of the envelope before mailing it to the Purchasing Department.
27. During the evaluation process, Brazos County reserves the right, in the best interest of the County, to request additional information or clarification from Contractors.
28. Response to this proposal should be clear and concise addressing all requirements listed above and any other factors not specifically mentioned which would be advantageous to Brazos County.
29. At the public opening, there will be no disclosure of contents and Statements of Qualification and any pricing proposals will be kept secret during the negotiation process.
30. Brazos County is exempt from Federal Excise, State Sales, and Transportation taxes. Tax exemption certificates will be executed by the Purchasing Agent upon request.
31. Payment terms are no later than thirty (30) calendar days after the receipt of the invoice by the Brazos County Auditor's office. Payments will be made after approval at a regularly scheduled meeting of the Brazos County Commissioners' Court.
32. The successful offeror agrees to extend prices and terms to all entities that have entered or will enter into joint purchasing inter-local cooperation agreement(s) with Brazos County.
33. By submitting a response to this solicitation, the Respondent(s) agrees to comply with HB 1295, Government Code 2252.908, if awarded a contract. Respondent(s) agrees to provide Brazos County with the "Certificate of Interested Parties," Form 1295 as required, for renewals, amendments, or extensions to the Contract.
34. Performance Standards:
 - a. All services contracted herein shall be done in a courteous and orderly manner. All Contractor personnel shall be appropriately dressed at all times while on the property.
 - b. The personnel performing the services contracted herein shall be under the sole responsibility and the employ of the Contractor.
 - c. All materials and equipment brought to the site are the full responsibility and liability of the Contractor until removed from the site as required.

- d. Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of the work herein contracted to be done.
- e. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and order of any public authority in connection with the performance of the work herein to be done.
- f. The Contractor shall be responsible for initiating, maintaining, and supervising appropriate safety precautions and programs in connection with the work herein contracted to be done.
- g. Contractor will be responsible for immediate notification of all damage to the property by the Contractor or its representative(s).

G. TRADE SECRETS, CONFIDENTIAL INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

1. Brazos County, Texas is subject to the Texas Publication Information Act, Chapter 552, Texas Government Code. Proposals submitted to Brazos County, Texas in response to this RFQ are subject to release by the County as public information. If the Proposer believes that the Proposal response, or part of it are confidential, as proprietary information, (s)he must specify that either all or part is excepted and provide specific and detailed justification for its claim of confidentiality. Vague and general claims to confidentiality are not acceptable. All Proposals or parts of the Proposals which are not marked as confidential will be considered public information after a contract has been awarded. The successful Proposal may be considered public information even though parts are marked confidential.
2. Brazos County, Texas assumes no responsibility for asserting legal arguments on behalf of Proposers. Proposers are advised to consult with their legal counsel concerning disclosure issues resulting from this proposal process and to take precautions to safeguard trade secrets and other proprietary information.
3. Marking the entire Proposal CONFIDENTIAL/PROPRIETARY is not in conformance with the Texas Public Information Act.
4. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. This provision is mandatory and may not be altered or deleted, as required by Sec. 552.372(b) of the Texas Government Code.

H. CONFLICT OF INTEREST

1. The Proposer shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Brazos County.
2. By signing and executing this Proposal, the Proposer certifies and represents to the County the Proposer has not offered, conferred, or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this Proposal.

3. With the exception of interviews and other contacts initiated by Brazos County relevant to the selection process, Proposers, their employees, or representatives, are prohibited from contacting any official or employee of Brazos County, except the Purchasing Agent, in regard to this RFQ from the issuing date of the RFQ until the date the Brazos County Commissioner's Court meets to consider award of the Proposal. Any such contact will be grounds for rejection of the vendor's proposal.
4. Awarded contractor shall comply with the requirements of the Local Government Code 176.

I. ADDENDA AND MODIFICATIONS

1. Any changes, additions, or clarifications to the RFQ will be made by numbered addenda and must be acknowledged in the Statement of Qualifications or Proposal.
2. Any firm in doubt as to the meaning of any part of these requirements may request an interpretation thereof from the Purchasing Agent. At the request of the Proposer, or in the event the Purchasing Agent deems the interpretation to be substantive, the interpretation will be made by written addendum issued by the Purchasing Department. Such addendum will be posted on the Brazos Valley e-Marketplace and will become a part of the Proposal package, having the same binding effect as provisions of the original Proposal. No verbal explanation or interpretations will be binding. In order to have a request of interpretation considered, the request must be submitted in writing and must be received by the Purchasing Department no later than the question deadline.
3. All addenda, amendments and interpretations of this solicitation shall be in writing. Brazos County shall not be legally bound by any amendment or interpretation that is not in writing. Only information supplied by the County in writing or in this RFQ should be used in preparing Proposal responses.
4. The County does not assume responsibility for receipt of any addendum sent to Proposers.
5. All addenda must be acknowledged on this form.
6. The Commissioner's Court delegated the right and responsibility for issuing any and all addenda to the Purchasing Agent.

J. EXAMINATION OF DOCUMENTS AND REQUIREMENTS

1. Each Respondent shall carefully examine all RFQ documents, including all exhibits, and must demonstrate familiarity with these requirements through their Statement of Qualifications.
2. Before submitting a Proposal, each Respondent shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of the RFQ. Failure to make such investigations and examinations shall not relieve the Proposer of the obligation to comply, in every detail, with all provisions and requirements of the RFQ.

3. With the exception of interviews and other contact initiated by Brazos County relevant to the selection process, applicants, their employees, or representatives, are prohibited from contacting any official or employee of Brazos County, except the Purchasing Agent, in regard to this RFQ from the issuing date of the RFQ until the date the Brazos County Commissioner’s Court meets to consider award of the Contract. Any such contact attempts by proposing firms will be viewed by the County as grounds for rejection of the Respondent’s Proposal.

K. TAXES

Brazos County is tax exempt. Tax exemption certificates will be executed by the County upon request.

L. INSURANCE

The Contractor shall procure and maintain all its sole cost and expense for the duration of this agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees, or subcontractors. The Contractor’s insurance coverage shall be primary insurance with respect to the County, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees, or volunteers shall be considered in excess of the Contractor’s insurance and shall not contribute to it. Further, the Contractor shall include all subcontractors as additional insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein. All Certificates of Insurance and required endorsements shall be furnished to the County’s Representative and approved by the County before work commences. The following listed Insurance Requirements are considered the “minimum” for the awarded Contractor.

1. COMMERCIAL GENERAL LIABILITY

- a. General Liability with minimum limit of \$1,000,000 per occurrence
- b. General Aggregate limit shall apply per project \$2,000,000
- c. Products-Comp/Ops Aggregate \$1,000,000
- d. Personal Injury & Adv. Liability \$1,000,000
- e. Additional Insured: The General Liability and Umbrella/Excess Liability Insurance Programs will be endorsed to add the following as Additional Insured: Brazos County (ISO Policy Endorsements CG 20 10 or equivalent).
- f. Waiver of Subrogation: “Texas Waiver of Our Right to Recover From Others Endorsement” shall be included in this policy.

2. AUTOMOBILE LIABILITY

- a. Minimum limit of \$1,000,000 to cover owned, non-owned, and hired autos
- b. Additional Insured: The Auto Liability Insurance Program will be endorsed to add the following as Additional Insured: Brazos County.

3. UMBRELLA/EXCESS LIABILITY

- a. Umbrella Policy in the amount of not less than \$2,000,000 will be provided at the Contractors expense.

- b. Additional Insured: The Umbrella/Excess Liability Insurance policy will be endorsed to add the following as Additional Insured: Brazos County (ISO Policy Endorsements CG 20 10 or equivalent).

4. ADDITIONAL REQUIREMENTS

- a. General Contractor will be responsible for all Subcontractor's work and or services provided, and it shall be the General Contractors responsibility to ensure that Subcontractors have sufficient insurance coverages for work or services the subcontractor is hired for this project.
- b. All Insurance Programs are to be endorsed to provide thirty (30) day notice of cancellation to the certificate holder.
- c. It will be the General Contractor and Subcontractor's responsibility to have policies and insurance coverages for their owned or rented tools and equipment required for this project.
- d. Insurance Carrier's AM Best's Rated A-7 or better and licensed to do business in the State of Texas.
- e. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Brazos County.
- f. All insurance policies shall be furnished to Brazos County upon request.

5. WORKER'S COMPENSATION INSURANCE

Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas compensation insurance policy; either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved TWCC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors *must* use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

- a. Employer's Liability limit of \$500,000.00 for each accident is required.
- b. "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

6. WORKER'S COMPENSATION GENERAL INSURANCE & REQUIREMENT:

Pursuant to the explicit terms of Title 28, Section 110.110 (c) (7) of the Texas Administrative Code, the bid specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

- a. Definitions:
 - i. Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Worker's Compensation Commission, or a coverage agreement)TWCC-81), TWCC-83, or TWCC-84), showing statutory worker's compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
 - ii. 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 governmental entity.

- iii. Persons providing services on the project (“subcontractors” in section 406.096 {of the Texas Labor Code}) - 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 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 the 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 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 governmental entity 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 governmental entity showing that coverage has been extended.
- e. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - i. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file providing services on the project, and certificates of coverage showing coverage for all person; and
 - ii. no later than seven calendar 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 governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or 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 whom it contracts to provide services on a project, to:
 - i. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreement, 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;
 - ii. 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;

- iii. 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.
- iv. 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;
- v. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- vi. notify the governmental entity in writing by certified mail or personal delivery, within then (10) calendar days after the person know or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- vii. contractually require each person with whom it contracts, to perform as required by paragraphs (a)-(g), with the certificates of coverage to be provided to the person for whom they are providing services.
- j. By signing this contract, or providing, or causing to be provided a certificate of coverage, 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.

7. CERTIFICATES OF INSURANCE certificates shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:

- a. The company is licensed and admitted to do business in the State of Texas.
- b. The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
- c. All endorsements and insurance coverage according to requirements and instructions contained herein.
- d. The form of the notice of cancellation, termination, or change in coverage provisions to Brazos County.
- e. Original endorsements affecting coverage required by the section shall be furnished with the certificates of insurance.

M. COMPLIANCE WITH LAW

The Contractor's work and materials shall comply with all state and federal laws, municipal ordinances, regulations, and directions of inspectors appointed by proper authorities having jurisdiction.

The Contractor shall perform and require all subcontractors to perform the work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and in compliance with OSHA and other laws as they apply to its employees. In the event any of

the conditions of the specifications violate the code for any industry, then such code conditions shall prevail.

The Contractor shall follow all applicable state and federal laws, municipal ordinances, and guidelines concerning soil erosion and sediment control throughout the Project and warranty term.

N. INDEMNITY

The Contractor shall indemnify the County only to the extent of the liability that was caused by the Contractor. To the fullest extent by law, the Contractor agrees to and shall indemnify, hold harmless, and defend the County, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability, of every kind including all expenses of litigation, court costs, and attorney's fees for injury to or death of any person, for damages to any property, or for any breach of contract, arising out of or in connection with the work done by the Contractor under this Contract, provided and only to the extent that any such claim, loss, damage, cause of action, suite or liability is caused in whole or in part by an act or omission of the Contractor.

O. STATEMENT OF QUALIFICATIONS | PROPOSAL SUBMITTAL

1. The Statement of Qualifications (Proposal) shall be limited to 50-pages.
2. The Proposer shall include all forms referenced in this RFQ in the submitted Statement of Qualifications. Copies of these forms are also available on the Brazos County web site. All blank spaces in forms shall be completed. These forms do not count towards the 50-page limit.
3. If a proposal is submitted by an individual, his name must be signed by him or his duly authorized agent. If the proposal is submitted by a firm, association, or partnership, the name and address of each member must be given, and the proposal must be signed by an official or duly authorized agent.
4. **The Contractor must submit an original and six (6) copies of the Statement of Qualifications (SOQ) / proposal to Brazos County, along with an electronic copy on a USB thumb drive in Portable Document Format (PDF).**
5. By signing the certification below, the vendor verifies that all plans and specifications have been reviewed and are considered in the pricing attached. Prior to award, the vendor also completes the Verification of No Delinquent Taxes or Fees form (V.T.C.A. LOCAL GOVERNMENT CODE §262.0276), Legislative Certification Form, and the Disclosure of Interested Parties (1295). These are all available on the Brazos County Purchasing website.
6. All submittals shall be submitted in sealed envelopes bearing the name of the individual or firm, their address, and labeled with the title of this RFQ.
7. All submittals must acknowledge the following exhibits included in this RFQ:
 - a. Exhibit A – ARPA Requirements
 - b. Exhibit B – Certification Regarding Lobbying
 - c. Exhibit C – Sample Construction Contract & GMP Amendment
 - d. Exhibit D – Conflict of Interest Questionnaire (if applicable)
 - e. Exhibit E – Owner's Program
 - f. Exhibit F - Schedule

8. It is the sole responsibility of the individual or firm to ensure that the submittal is received by Brazos County in a timely manner. Any submittals received after the scheduled deadline for receipt of submittals will be returned to the individual or firm unopened.
9. Upon the award of this contract, profit (either percentage or actual cost) must be identified and negotiated as a separate element of the price for any contract in excess of \$50,000.00.
10. The following items should be completed and included in your SOQ submission. Failure to include these items will disqualify your proposal.
 - a. Completed and signed RFQ including:
 - i. References (Section P)
 - ii. Statement of Affirmation (Section Q)
 - iii. Certification of Proposal (Section S)
 - iv. Addendums (if applicable) (Section R)
 - v. Exhibit A – ARPA Requirements
 - vi. Exhibit B – Certification Regarding Lobbying
 - vii. Exhibit D – Conflict of Interest Questionnaire (if applicable)

P. SCOPE OF SERVICES

Proposers will help the County fulfill State and Federal ARP Act statutory and regulatory responsibilities related to recovery from COVID-19.

The Proposer shall provide a response to each of the following items to receive consideration in the evaluation of qualifications for providing preconstruction and construction management services for this project. Any false or misleading information included in the proposals can be grounds for the removal of the firm's proposal from consideration. Please provide the following information in the sequence and format prescribed by this questionnaire. If the firm is a joint venture, provide information for all firms. Supplemental materials providing additional information may be attached to the back of the required information.

The information requested below is to be provided in this format at the front of the proposal or SOQ. Do not list Brazos County as a reference below.

1. **Capability of Organization to Provide CM Services**
 - a. Name of Firm
 - b. Address
 - c. Phone, Email, and Fax
 - d. Form of Business Organization (corporation, partnership, individual, joint venture, other)
 - e. Year founded
 - f. Primary contact regarding this response
 - g. How many years has your organization been in business in its current capacity?
 - h. How many years has your organization been in business under its present name? Under what other former names has our organization operated?
 - i. Provide an organizational chart detailing positions, names, and job duties of individuals responsible for this project.

- j. If your organization is a corporation, answer the following: date of incorporation, state of incorporation, President's name, Vice President's name(s), Secretary's name, and Treasurer's name.
- k. If your organization is a partnership, answer the following: date of organization, type of partnership (if applicable), name(s) of general partner(s).
- l. If your organization is individually owned, answer the following: date of organization, name of owner.
- m. If the form of your organization is other than those listed above, please describe it, and name the principals.
- n. Has your organization or any of the partners, principals, officers, or personnel filed any lawsuits or requested arbitration with regard to construction contracts within the last five (5) years? If so, please provide context and explanation of the relevant issues.
- o. Has your organization or any of the partners, principals, officers, or personnel been in litigation or arbitration with regard to construction contracts in the last five (5) years? Is any litigation currently pending? If so, please provide context and explanation of the relevant issues.
- p. What percentage of your work is repeat business with the same clients?

2. **Firm Experience on Similar Project Types**

- a. List a at least five (5) projects, with a maximum of eight (8) projects for which your firm has provided or is providing construction management services which are most related to the scope of the Brazos County – Medical Examiner's Office (BCMEO). In determining which projects are most relevant, consider:
 - i. County, City or State government facilities
 - ii. Medical Examiner's Offices, Hospital, Healthcare facilities
 - iii. Law enforcement, Forensics, or other related facilities
 - iv. Campus type greenfield developments; or
 - v. Projects of comparable size and complexity.
 List the projects in priority order with the most relevant project listed first.
- b. For each of the referenced projects, provide the following information: project name, project type, client(s) name, client type(s); construction cost (original GMP and final construction cost); original scheduled final completion date; actual or estimated final completion date.
- c. Identify the proposed team members who worked on these projects and briefly describe their role and responsibilities.

3. **Qualifications and Experience of Firm's Proposed Personnel**

- a. Describe the organization with clear lines of authority and communication protocol.
- b. Provide an organization chart depicting roles and responsibilities of the proposed staff.
- c. Name all key personnel who will be part of the CM team for the Brazos County Medical Examiner's Office and provide their cities of residence. Provide summary resumes for proposed project team members, including their specific experiences with similar projects, and number of years with your company. Describe in detail the experience and expertise of each team member. (Note: Key personnel must be committed to the BCMEO Project for its duration unless excused by the Owner.)
- d. Name any consultants who are included as part of the proposed team. Describe each consultant's role in the Project and their related experience. List projects on which your firm has previously collaborated with the consultant.

- e. The County does not require a Respondent to have or establish an office in Brazos County. However, the County expects the successful Respondent and all members of the project team to make a significant commitment to servicing the Project, regardless of their geographic proximity to Brazos County. Describe specifically the procedures the prime Respondent and each of the other listed team members will employ to ensure that the Project and the County are thoroughly supported from the earliest preconstruction stages through the completion of the warranty period. Identify which core project team members will work full time on the project site during specific project phases. Include examples of how these procedures have been successfully employed on previous similar projects.

4. **Technical Management Approach**

- a. Describe your firm's demonstrated technical competence and management qualifications for CMAR projects.
- b. Provide your communication plan and demonstrate how you will interface with the County, Owner's Representative, Architect, and Consultants to enhance the planning, design, and construction processes of the BCMEQ Project. If you plan to utilize a Project Management Information System (PMIS), please indicate the platform you plan to use on this project.
- c. Describe the types of records, reports, monitoring systems, and/or building information management systems which your firm utilizes in the management of its projects. Provide examples of records, reports, monitoring systems and information management systems you have used on similar projects and that you propose to use on this Project.
- d. Identify your personnel responsible for reviewing design and construction documents for completeness and constructability. Describe what methods you employ for coordination and distribution of construction documents during design and construction phases to ensure quality while mitigating subcontractor change order requests.
- e. Describe how your project team will engage the County within the project communication methods to obtain buy-in and approval at the appropriate phases to keep the project on schedule.

5. **Knowledge of Current Construction Methods & Technology**

- a. Describe the methods and techniques you intend to utilize to plan and schedule on-time delivery of this Project, achieving the Owner's goals on time and on budget.
- b. Discuss your approach for developing bid packages and GMP proposals and describe specific advantages your methods provide to Brazos County.
- c. Demonstrate your cost control system used on similar projects in the past and describe your system and processes that will ensure that the executed GMP proposals will be within the County's budget established for this Project.
- d. Describe the way your firm collaborates with the Architect to provide cost certainty and quality assurance during the pre-construction phase.
- e. Describe your approach to value engineering and the services you offer to reduce the overall construction cost while protecting the Owner's Program and budget.

6. **Ability to Manage Schedule and Budget**

- a. Describe, in detail, the project scheduling system or methodology you propose to use in delivery of this project.
- b. Identify key steps, phases, milestones, approvals, and project meetings you anticipate in a proposed milestone schedule for the project.

- c. Describe how you propose to meet construction schedule milestones without sacrificing quality of the construction work.

7. Quality of References from Past Clients

- a. Provide a customer reference list of no less than five (5) organizations with which Respondent currently has contracts and/or has previously provided facilities of equal type and scope within the past ten (10) years. The reference list shall include all information as outlined in Section R. Reference.
- b. The committee will follow-up with the provided reference contacts, and these discussions will form the basis for scoring of the reference criteria.

8. Safety Program and Record on Past Projects

- a. Document your safety methodology and include any technology or other assets that you use to successfully prevent and/or control reportable incidents and insurance claims and describe how they can be applied to this Project.
- b. Provide your company’s safety Experience Modifier Rate , Recordable Incident Rate, and your Loss Indicator Rate.
- c. Has a severe injury or death of a worker occurred on a project managed by your company, or any employed subcontractor? If yes, provide additional information describing the incident and steps taken to mitigate future recurrence of the root cause

9. Innovative Approach to Problem-Solving

- a. Elaborate on innovative construction methods developed by your team that will be advantageous in the execution of this Project.
- b. Discuss how your team is applying technology to improve project delivery.

Q. EVALUATION AND AWARD

As the basis of award, the County intends to utilize the determination of “best qualified to provide the required services.” There is no guarantee expressed or implied that they County will provide work to all or any of the Respondents that submit a response to this RFQ. The selection of the firm to provide professional services in connection with this project shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. A professional service agreement will be entered into with the most qualified responsible individual or firm who complies with the prescribed requirements. No service contract will be awarded until all necessary investigations have been completed regarding the responsibility and qualifications of the firm or individual. Requests for Qualifications will be reviewed and evaluated by a selection committee, and rated based on the following criteria:

P1	Capability of Organization to Provide CM Services	15 points
P2	Firm Experience on Similar Project Types	15 points
P3	Qualifications and Experience of Proposed Team	15 points
P4	Technical Management Approach	10 points
P5	Knowledge of Current Construction Methods & Technology	5 points
P6	Ability to Manage Schedule and Budget	15 points

P7	Quality of References from Past Clients	10 points
P8	Safety Program and Record on Past Projects	5 points
P9	Innovative Approach to Problem-Solving	10 points
	TOTAL	100 points

In the event that the County requires additional information or clarification, interviews may be conducted with selected individuals or firms. County staff will make a recommendation to the Commissioners Court for the final selection and award.

1. Brazos County, at its sole discretion, reserves the right to reject any or all Proposals, reject any particular item on a Proposal, and/or waive immaterial formalities and to accept the offer most advantageous to the County.
2. All Qualification Statements are evaluated for compliance with the RFQ. Failure to comply with the listed Conditions of Proposals may result in disqualification of the Proposal.
3. Brazos County does not reimburse firms submitting Statements of Qualification for costs incurred while preparing for and responding to this RFQ. County staff understand the time and expense that go into these SOQ and are committed to a fair evaluation process.
4. This RFQ is the first step of a two-part selection process. Evaluation of submitted qualifications will lead to a short-list of qualified firms that will then move on to the RFP and firm interview stage.
5. Any contract made, or purchase order issued, as a result of this RFQ shall be entered into the State of Texas and under the laws of the State of Texas. In connection with the performance of work, the Respondent agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal, State, and local laws, regulations, and executive orders to the extent that the same may be applicable. Respondent further understands and agrees that venue shall be in Brazos County, Texas.

R. REFERENCES

Proposers shall provide a list of at least five (5) references, where work comparable in quality and scope to that specified has been performed within the past five (5) years. This list should include the **names, phone number, and email** of the contacts for the company/entity for which the prior work was performed to contact these references. A negative reference may be grounds for disqualification of bid. Proposers are not allowed to use Brazos County as a reference.

Company/Entity: _____

Contact: _____

Phone: _____

Email:

Company/Entity: _____

Contact: _____

Phone: _____

Email:

Company/Entity: _____

Contact: _____

Phone: _____

Email:

Company/Entity: _____

Contact: _____

Phone: _____

Email:

Company/Entity: _____

Contact: _____

Phone: _____

Email: _____

PROPOSAL EVALUATION WAIVER

By submitting a proposal or response, each Proposer/offeror indicated below agrees to waive any claim it has or may have against Brazos County (the Owner), Architect, Engineers, Consultants and their respective Commissioners, directors, employees, or agents arising out of or in connection with (1) the administration, evaluation, or recommendation of any proposal or response (2) any requirement under the Request for Qualification or related documents; (3) the rejection of any proposal or response or any part of any proposal or response; and/or (4) the award of a Contract, if any.

The Proposer further agrees the Owner reserves the right to waive any requirements under the proposal documents or the Contract Documents, with regards to acceptance or rejection of any proposals, and recommendation or award of the contract.

Note: The Statement of Affirmation Must be Notarized.

STATEMENT OF AFFIRMATION

“The undersigned affirms that he/she is duly authorized to execute this waiver by the person(s) or business entity making the proposal.

Firm’s Name: _____

Address: _____

Proposer’s Name: _____

Position/Title: _____

Proposer’s Signature: _____

Date: _____

Subscribed and sworn to me on this _____ day of _____ in the year _____

Notary Public

My Commission expires _____

S. ADDENDA

The undersigned acknowledges receipt of the following addenda issued during the time of Bidding and includes the several changes therein in this Proposal.

No. _____ No. _____ No. _____

Date _____ Date _____ Date _____

T. CERTIFICATION OF PROPOSAL

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Contractor, and that the contents of this bid have not been communicated to any other Contractor prior to the official opening.

Signed By: _____ Title: _____

Typed Name: _____

Company Name: _____

Mailing Address: _____
P.O. Box or Street City State Zip

Employer Identification Number: _____

CORPORATE SEAL IF SUBMITTED BY A CORPORATION
END OF RFQ NO. CIP 24-603

By signing below, Brazos County agrees that this RFQ CIP 24-603 will be awarded to the vendor whose name appears above and both parties agree to the terms and conditions contained herein.

By: Brazos County Commissioner's Court _____

Date: _____

Attest: Brazos County Clerk _____