



Company Name:

TARRANT COUNTY
PURCHASING DEPARTMENT

MELISSA LEE, C.P.M., A.P.P.
PURCHASING AGENT

CHRIS LAX, CPSM, CPCP
ASSISTANT PURCHASING AGENT

RFQ/RFP NO. 2023-021

**RFQ AND RFP FOR
DESIGN BUILD CONSTRUCTION OF
BENTLEY BRIDGE DRIVE**

**RFQ RESPONSES DUE
NOVEMBER 7, 2022 AT 2:00 P.M. CST**

**PROPOSALS DUE
NOVEMBER 30, 2022 AT 2:00 P.M. CST**

RFQ/RFP NO. 2023-021

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This Table of Contents is intended as an aid to respondents and not as a comprehensive listing of the RFQ/RFP package. Respondents are responsible for reading the entire RFQ/RFP package and complying with all specifications.

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PRE-QUALIFICATION/PRE-PROPOSAL CONFERENCE

All Respondents are encouraged to attend a Pre-Qualification/Pre-Proposal Conference to be held:

DATE: FRIDAY, OCTOBER 21, 2022

TIME: 1:00 P.M. CST

LOCATION: TARRANT COUNTY ADMINISTRATION BUILDING
PURCHASING DEPARTMENT CONFERENCE ROOM
100 E. WEATHERFORD STREET, ROOM 303
FORT WORTH, TEXAS 76196-0104

Note: There is No opportunity for remote attendance of this meeting.

Tarrant County will not provide copies of RFQ/RFP document. Please download and print prior to meeting.

RSVP: Vendors planning to attend the Pre-Qualification/Pre-Proposal Conference must RSVP to Elizabeth Pietzsch, CPCM, Senior Contracts Administrator, via fax 817-884-2629 or, if unable to fax, email to BidQuestions-RSVP@tarrantcounty.com by 5:00 p.m. CST, Thursday, October 20, 2022. Confirmed receipt by Tarrant County of this email is required.

Questions from respondents will be addressed at the RFQ/RFP conference. Any respondent who submits a proposal without attending the scheduled pre-proposal conference does so at his own risk. Such respondent who submits a proposal and does not attend the scheduled pre-proposal conference waives any right to assert claims due to undiscovered conditions.

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Tarrant County is soliciting qualifications and proposals for its **DESIGN BUILD CONSTRUCTION OF BENTLEY BRIDGE DRIVE**.

<p><u>Original and Three (3) Copies</u> OF COMPLETE <u>RFQ</u> RESPONSES MUST BE RECEIVED IN THE TARRANT COUNTY PURCHASING DEPARTMENT AT 100 E. WEATHERFORD, SUITE 303 FORT WORTH, TEXAS 76196-0104 ON OR BEFORE NOVEMBER 7, 2022 AT 2:00 P.M. CST</p>	<p><u>Original and Three (3) Copies</u> OF COMPLETE <u>RFP</u> PROPOSALS MUST BE RECEIVED IN THE TARRANT COUNTY PURCHASING DEPARTMENT AT 100 E. WEATHERFORD, SUITE 303 FORT WORTH, TEXAS 76196-0104 ON OR BEFORE NOVEMBER 30, 2022 AT 2:00 P.M. CST</p> <p style="color: red;">Note: Part 2 – By Invitation Only!</p>
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All responses are due in the Tarrant County Purchasing Department by the due date in sealed envelopes or boxes. All responses must be clearly marked with the RFQ Number, the name of the company submitting the qualifications package, and the date and time of opening on the outside of the envelope/box and/or Air Bill/Delivery Receipt. Original response must be clearly marked "ORIGINAL" and contain all original signatures.

Any response received after the date and/or hour set for the RFQ opening will not be accepted. Respondent will be notified and will advise the Tarrant County Purchasing Department as to the disposition by either pick up, return at respondent's expense, or destroyed with written authorization of the Respondent. If responses are sent by mail to the Tarrant County Purchasing Department, the Respondent shall be responsible for actual delivery of the qualifications package to the Tarrant County Purchasing Department before the advertised date and hour set for opening of RFQs. If mail is delayed either in the postal service or in the internal mail system of Tarrant County beyond the advertised date and hour set for the RFQ opening, responses thus delayed will not be considered and will be disposed of as authorized.

Responses may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by Respondent guaranteeing authenticity. After the official opening, responses become the property of Tarrant County and may not be amended, altered or withdrawn without the recommendations of the Tarrant County Purchasing Agent and the approval of Commissioners' Court.

No oral explanation or instructions will be given by Tarrant County officials or employees in regard to the meaning of the request for qualifications before the award of the contract unless authorized by the Tarrant County Purchasing Agent or their designee. Requests from interested respondents for additional information or interpretation of the information included in the qualification package should be directed in writing, via fax or via email, to:

ELIZABETH PIETZSCH, CPCM, SENIOR CONTRACTS ADMINISTRATOR

Fax: 817-884-2629

Email: BidQuestions-RSVP@tarrantcounty.com

All documents relating to this RFQ including but not limited to, the RFQ document, questions and responses, addenda and special notices will be posted under the RFQ number on the Tarrant County website and available for download by respondents and other interested parties. No documents will be faxed or e-mailed after the initial Notice of Intent prior to award. It is the Respondents' sole responsibility to review this site and retrieve all related documents prior to the RFQ due date.

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The deadline for receipt of all RFQ questions is 12:00 p.m., CST, Wednesday, October 26, 2022.

The deadline for receipt of all RFP questions is 12:00 p.m., CST, Wednesday, November 16, 2022.

After this deadline, all questions and responses will be posted on the website and available for download by interested parties.

All questions **must** be submitted in writing and directed to Elizabeth Pietzsch, CPCM, Senior Contracts Administrator, via fax at **817-884-2629** or, if unable to fax, emailed to BidQuestions-RSVP@tarrantcounty.com.

Faxed Questions: Faxed questions **must** reflect the RFQ number **or** include the RFQ cover page.

Emailed Questions: The email **must** include the RFQ No. in its subject and confirmation of receipt by Tarrant County is **required**.

All Response Forms and Questionnaires must be fully completed and included in your response. Detailed specifications have been provided and any deviations or exceptions must be referenced on the form provided. Unless deviations are specifically stated herein, services will be provided according to the specifications at no additional charge.

This RFQ is issued in compliance with the Chapter 2254 of the Government Code. Negotiations shall be conducted with responsible vendor(s) who submit responses determined to be reasonably susceptible of being selected for award.

CONFIDENTIALITY: Any material that is to be considered confidential in nature must be clearly marked as such and shall be treated as confidential to the extent allowable in the Open Records Act. Trade secrets or confidential information **MUST** be placed in a separate envelope marked **“CONFIDENTIAL INFORMATION”** and **EACH PAGE** must be marked **CONFIDENTIAL INFORMATION.** Tarrant County will make every effort to protect these papers from public disclosure as outlined in LCG, Texas Government Code, Chapter 552.

Responses shall be opened so as to avoid disclosure of contents to competing offerors and kept secret during the process of negotiation. All responses that have been submitted shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the response and identified as such.

The successful Respondent shall defend, indemnify, and hold harmless Tarrant Count from any and all liability or loss of any nature whatsoever arising out of or relating to the Respondent performing work on County premises, including, without limiting the generality of the foregoing coverage, any act or omission of the contractor, its agents, servants, employees, or invitees in the execution or performance of the contract.

Continuing non-performance of the Vendor in terms of Specifications shall be a basis for the termination of the contract by Tarrant County. Tarrant County shall not pay for work, equipment, or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

The **contract may be terminated** by either party upon written thirty (30) days' notice prior to cancellation.

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Responses will be considered non-responsive if they show any omissions, alteration of form, additions or conditions not called for, or inconsistencies and to make award in the best interest of Tarrant County.

Responses may be rejected, among other reasons, for any of the following specific reasons:

1. Responses containing any inconsistencies
2. Unbalanced value of any items.

Respondents may be disqualified and their responses not considered, among other reasons, for any of the following specific reasons:

1. Reason for believing collusion exists among the Respondents.
2. Reasonable grounds for believing that any Respondent is interested in more than one (1) Response for the work contemplated.
3. Respondent being interested in any litigation against Tarrant County.
4. Respondent being in arrears on any existing contract or having defaulted on a previous contract
5. Lack of competency as revealed, including but not limited to, by a financial statement, experience and equipment and questionnaires.
6. Uncompleted work which in the judgment of Tarrant County will prevent or hinder the prompt completion of additional work, if awarded.
7. Respondents shall not owe delinquent property tax in Tarrant County.
8. Limited competition.

It is the Respondent's sole responsibility to print and review all pages of the RFQ document, attachments, questions and responses, addenda and special notices. The Signature Form must be signed and returned. Failure to provide signature on this form renders response non-responsive. Failure to complete and submit all required forms, including but not limited to References, Compliance with Federal and State Laws Form, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of entire response.

Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the Respondent. Tarrant County and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the respondent to determine the full extent of the exposures.

Respondent may not assign their rights and duties under an award without the written consent of the Tarrant County Purchasing Agent. Such consent shall not relieve the assignor of liability in the event of default by the assignee.

TO THE EXTENT PERMITTED BY LAW, VENDOR AGREES TO DEFEND, INDEMNIFY AND HOLD TARRANT COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO OWNER'S BUSINESS AND ANY RESULTING LOST PROFITS), EMPLOYMENT MATTERS, AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY RELATE TO OR ARISE OUT OF OR BE OCCASIONED BY (I) VENDOR'S BREACH OF ANY OF THE TERMS OF PROVISIONS OF THIS

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AGREEMENT OR (II) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF VENDORS, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, RELATED TO THE PERFORMANCE OF THIS AGREEMENT.

VENDOR(S) WILL COMPLY WITH ALL STATE, FEDERAL, AND LOCAL LAWS INCLUDING BUT NOT LIMITED TO THE AMERICANS WITH DISABILITIES ACT, TITLE VII OF THE CIVIL RIGHTS OF 1964, AGE DISCRIMINATION IN EMPLOYMENT ACT, CIVIL RIGHTS ACT OF 1991, FEDERAL INSURANCE CONTRIBUTIONS ACT (FICA), FAIR LABOR STANDARDS ACT, EQUAL PAY ACT OF 1963 AND THE AFFORDABLE HEALTH CARE ACT, AS TO TREATMENT AND COMPENSATION OF ITS EMPLOYEES.

VENDOR(S) WILL PREPARE PAYROLL CHECKS, MAKE ALL NECESSARY DEDUCTIONS, AND PAY ALL TAXES, AND MAINTAIN INSURANCE REQUIRED BY FEDERAL, STATE, AND LOCAL LAWS. THE SUCCESSFUL VENDOR ACCEPTS FULL RESPONSIBILITY FOR THE PAYMENT OF WAGES, COMPENSATION, OVERTIME AND BENEFITS TO PERSONNEL. VENDOR ACCEPTS RESPONSIBILITY FOR PAYMENT OF ALL TAXES, ASSESSMENTS, FEES, AND FINES THAT MAY BE DUE AND OWING TO ANY LOCAL, STATE OR FEDERAL GOVERNMENT AGENCIES.

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SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

1. MINIMUM INSURANCE REQUIREMENTS:

- A. The Contractor shall take out, pay for and maintain at all times during the prosecution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by Tarrant County.
1. Workers' Compensation/Employer's Liability
 - a. Workers' Compensation — statutory
 - b. Employer's liability — \$500,000
 2. Comprehensive Commercial General Liability:
 - a. \$2,000,000 per occurrence \$4,000,000 aggregate
 - b. \$5,000,000 umbrella/excess coverage
 3. Automobile Liability:
 - a. Bodily injury — \$500,000 minimum combined single limit
 4. Professional Liability
 - a. Minimum \$10,000,000 at all times during the term that professional services and construction of the project until two years after the services and construction have completed.
- B. Tarrant County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by Tarrant County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Vendor.
- C. Required Provisions:
- 1) Proof of Carriage of Insurance – All Certificates of Insurance will be required in duplicate and filed with the Tarrant County Purchasing Agent and the Budget and Risk Management Department at 100 East Weatherford Street, Suite 305, Fort Worth, Texas 76196 prior to work commencing.
 - 2) All Certificates shall provide Tarrant County with an unconditional thirty (30) days written notice in case of cancellation or any major change.
 - 3) As to all applicable coverage, policies shall name Tarrant County and its officers, employees, and elected representatives as an additional insured.
 - 4) All copies of the Certificates of Insurance shall reference the project name and solicitation number for which the insurance is being supplied.
 - 5) Vendor agrees to waive subrogation against Tarrant County, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent the loss, if any, is covered by the proceeds of insurance.
 - 6) If applicable, the Vendor is responsible for making sure any sub-contractor(s) performing work under this agreement has the required insurance coverage(s) and supplies Tarrant County with the proper documents verifying the coverage.

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- 7) All Contractor's Employees and Assignees must be covered by Contractor with regards to All Workers' Compensation Employer's Liability, Commercial General Liability Insurance as well as all required coverages to comply with the Affordable Care Act.

2. CRIMINAL BACKGROUND CHECK:

- A. If this contract requires that Vendor personnel access Tarrant County Data (either on-site or remotely) or access secure areas of Tarrant County Facilities, then Vendor personnel may be required to undergo a fingerprint-based Criminal Justice Information Services (CJIS) Background Check, a Human Resources Criminal Background Check, or a Sheriff's Criminal Background Check. Criminal Background Checks will be paid for by Tarrant County.
 1. The Vendor must provide information, including, but not limited to, employee name, date of birth, a clear copy of employee's driver's license, and a copy of employee's social security card for each individual required to pass a Criminal Background Check.
 2. Award of a contract could be affected by Vendor's refusal to agree to these terms.
 3. Failure of the Vendor to supply personnel who pass a Criminal Background Check could affect the award of the contract or could result in termination of the contract.
 4. The Criminal Background Check applies to the individual and not the Company.
 5. Passing status must be maintained by Vendor personnel for duration of the contract.

3. INFORMATION TECHNOLOGY HOSTED OR CLOUD SOLUTION:

- A. The following is only applicable when the Vendor is providing Information Technology hosted or cloud solution:
 1. **Confidentiality, Integrity, Availability (CIA)**
Vendor shall protect the Confidentiality, Integrity, and Availability (CIA) of all Tarrant County Data ensuring extra levels of security. All Tarrant County information must remain private and permit redaction of protected information before publication. Audit trails cannot be altered.
 2. **Breach Notification**
Vendor agrees that upon discovery of unauthorized access to Tarrant County Data, Vendor shall notify Tarrant County both orally and in writing. In no event shall the notification be made more than forty-eight (48) hours after Vendor knows or reasonably suspect unauthorized access has or may have occurred. In the event of a suspected unauthorized Access, Vendor agrees to reasonably coordinate with Tarrant County to investigate the occurrence.

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3. **Data**
All Tarrant County data will remain in the 48 contiguous United States at all times.
4. **Right to Audit**
Tarrant County reserves the right to audit Vendor datacenters which house Tarrant County Data or receive SSAE 16 SOC Type II audits from a reputable security advisory service firm (e.g. EY, Deloitte, KPMG, PWC, Coalfire, etc.).

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3. TERMINOLOGY AND DEFINITIONS

Whenever the following words and expressions appear in this Request for Qualifications/Request for Proposals or any Amendment hereto, the definition or meaning described below shall apply:

1. Agency and/or Department mean(s) the statutory unit of County government in Tarrant County, Texas for which the equipment, supplies, and/or services are being purchased by the Department of Transportation and Purchasing.
2. Amendment/Addendum means a written, official modification to a solicitation document or to a contract.
3. Attachment applies to all forms which are included with a solicitation document to incorporate any informational data or requirements related to the performance requirement.
4. County Legislature means the legislative governing body of Tarrant County, Texas.
5. Contract means a legal and binding agreement between two (2) or more competent parties for the purchase of equipment, supplies, and/or services.
6. Contractor means a person, firm, or organization who is a successful respondent as a result of a proposal who enters into a contract.
7. County means Tarrant County, Texas.
8. Design Criteria Consultant means a person, corporation, partnership, or other legal entity duly licensed and authorized to practice architecture or professional engineering in the State of Texas, who is employed by or contracted by Tarrant County to assist in the development of project design criteria, requests for proposals, evaluation of proposals, the evaluation of the construction under a design-build contract to determine adherence to the design criteria, and any additional services requested by Tarrant County to represent its interests in relation to a project.
9. Design Criteria Package (DCP) means a performance-oriented program, scope, and specifications for the design-build project sufficient to permit a design-builder to prepare a response to Tarrant County's request for proposals for a design-build project, which includes the project management, Coordination, and Final Design and Construction Oversight of the Bentley Bridge Drive Project.
10. Design-Build (DB) means a project delivery method subject to a two (2) stage, qualifications-based selection for which the design and construction services are furnished under one (1) contract.
11. Design-Build Contract means a single contract with a Design-Build Team to furnish the architectural, engineering, and related design services and the labor, materials, supplies, equipment, and other construction services required for a design-build project.

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SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

12. Design-Build Project means the design, construction, alteration, addition, remodeling, or improvement of any roadways under contract with Tarrant County.
13. Design-Builder any individual, partnership, joint venture, or corporation subject to a qualification-based selection that offers to provide or provides design services and general contracting services through a design-build contract in which services within the scope of the practice of professional architecture or engineering are performed respectively by a licensed architect or licensed engineer and in which services within the scope of general contracting are performed by a general contractor or other legal entity that furnishes architecture or engineering services and construction services either directly or through subcontracts or joint ventures.
14. Design-Build Cost includes contractor fees, contractor overhead, bonds and insurance, design fees and expenses.
15. Design-Build Team includes the Contractor, Architect and Engineers.
16. Design Professional Services means services that are performed by a licensed or authorized architect or professional engineer in connect with the architect's or professional engineer's employment or practice in accordance with Texas Statute(s) Chapter 2254, Chapter 2269 subchapter H, Chapter 1001 and 1051.
17. Exhibit applies to forms which are included with a proposal for the respondent to complete and return with the electronic and/or written submission prior to the specified opening date and time.
18. May means that a certain feature, component, or action is permissible, but not required.
19. Must means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a proposal being considered non-responsive and not evaluated any further.
20. Owner means Tarrant County, Texas.
21. Owner's Representative a person, corporation, partnership, or other legal entity duly licensed and authorized to practice architecture or professional engineering in the State of Texas, who is employed by or contracted by Tarrant County to assist in the overall development of project.
22. Purchase Administrator means the procurement staff member of the Department of Purchasing. The Contact Person as referenced herein is usually the Purchasing Administrator.
23. Respondent means the person, firm, or organization that responds to a solicitation document by submitting a statement of qualifications to a RFQ or a proposal to a RFP with pricing to provide the equipment, supplies, and/or services as required in the solicitation document.

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24. Request for Proposal (RFP) means the document by which Tarrant County solicits proposals for a design-build contract.
25. Request for Qualifications (RFQ) means the document by which Tarrant County invites interested parties to submit qualifications to provide design-build services.
26. RFQ/RFP Opening Date and Time and similar expressions mean the exact deadline required by the solicitation document for the electronic and hard copy submission of the Request for Qualifications and Request for Proposals by the Department of Purchasing.
27. Shall has the same meaning as the word must and is an obligation to the condition.
28. Should means that a certain feature, component and/or action is desirable but not mandatory.
29. Solicitation is a joint reference to both the RFQ and RFP procurement processes.
30. Submittal is the Design-Build Team's response to the requirements within the solicitation.

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SCOPE

I. INTRODUCTION

- A. Tarrant County is an urban county located in the north central part of Texas. Fort Worth serves as the county seat to a county population of approximately 2.1 million citizens. Tarrant County is comprised of 41 incorporated areas. One of the major functions of county government is to build and maintain a network of roads and bridges in the unincorporated areas of the county. In Tarrant County, the four (4) Commissioners have responsibility for the construction and maintenance of approximately 430 miles of County road.
- B. The County seeks to select the most qualified design and construction team to provide Design-Build (DB) services in a two (2) step qualifications-based selection process. The purpose of this Request for Qualifications (RFQ) is to invite interested parties to submit and substantiate their qualifications in connection with the design and construction of Bentley Bridge Drive.
- C. Only those Respondents selected for the RFQ short-list will be invited to participate in the next stage of the competitive procurement process requiring response to a Request for Proposal (RFP), which will require the submission of detailed information regarding project approach, project work plan, and schedule. The RFQ/RFP proposals will require a complete bid package to include all forms to be signed and submitted. The RFP price proposal will need to be separated from the technical response by enclosing it in a separate envelope. This RFQ and RFP are referred to jointly as the Solicitation.
- D. Tarrant County seeks to engage a Design-Build Team having primary design and construction responsibility for Bentley Bridge Drive (the "Project"). The Scope of Services required of the Responders will be outlined further in the upcoming RFP and attachments. This will be a single project accomplished in multiple phases. Phases will include at a minimum a pre-construction component and a design and construction phase. This contract is for all necessary disciplines to design, receive approvals and permits, to construct a complete project.
- E. The County Administrator and Director of Transportation Services, on behalf of Tarrant County, Texas (the "Owner"), are responsible for Bentley Bridge Drive. The County Administrator, Director of Transportation Services, and staff will be engaged in every aspect of this Project. The Owner has already identified a portion of the Project Team, which includes an Owner's Representative (OR).
- F. The Owner's Representative, Pacheco Koch Consulting Engineers, Inc., will act on behalf of the Owner and assist in the management of the Design-Build Team and other Consultants required for the project. Throughout all phases, the OR will be responsible for financial management and cost control of the County's budget.

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- G. Tarrant County is providing the design criteria package as donated by Walsh Ranches Limited Partnership. The selected DB Team will reference the final version of the DCP for the execution of design and construction of Bentley Bridge Drive.
- H. The selected Design-Build architectural/engineering personnel may work in their own offices during the design phases and may establish and maintain offices at the Project site for both construction and design activities.
- I. The Bentley Bridge Drive project extends from I-20, just West of the existing Markum Ranch Road interchange on the West side of Tarrant County, extending south for approximately 5000-LF to connect to the existing Aledo Road. The goal is to construct a new concrete roadway from I-20 to Aledo Road.
- J. Project budget \$12,000,000.00.
- K. The right-of-way and temporary construction easement are being donated to Tarrant County by Walsh Ranches Limited Partnership.
- L. **Changes to any Key Personnel during Evaluation period or after Contract Award must be approved by the County in writing.**
- M. Respondents and their Agents (including subcontractors, associates, consultants, or anyone else acting on their behalf) must follow this procedure. Respondents or their agents may not contact any other County associates, staff or elected officials regarding the matters covered by this Request for Proposal during the solicitation and approval of award. Inappropriate contacts are grounds for REJECTION of Respondent's proposal.

II. SCOPE OF SERVICES AND STATEMENT OF QUALIFICATIONS

- A. General Services: The Design/Build (DB) Team shall have primary design and construction responsibility for the Project and shall deliver the Project within the parameters of the established budget, schedule, and the Owner's Design Criteria Package. The DB Team and Owner will execute a Design-Build Agreement with Tarrant County, Texas.
- B. Construction: The DB Team will be completely responsible for the final design, and construction of a new Tarrant County Road. The DB Team is to coordinate all subcontractor activity. DB Team will prepare overall bid list and strategy for review by Owner, prepare and validate all Change Orders, and prepare a design and construction Quality Control Plan.
- C. Permits/Approvals: The DB Team will be responsible for obtaining all permits and necessary approvals for the design and construction of Bentley Bridge Drive. The Project will be designed and constructed in compliance with all applicable Federal, State, and Local laws, regulations, and codes.
- D. The DB Team **must** have recent knowledge and experience in the Project Management, Coordination and final design and construction oversight of public or governmental facilities of similar size and scope as this Project. The DB Team must have experience with Design-Build project delivery of similar size and scope. It is desirable for the DB Team to have experience working together in the design and construction industry.

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- E. The DB Team should be able to work effectively in a very collaborative environment. With a focus on quality and communication, the DB Team must be able to work with the county project team to achieve expected outcomes through a team approach. Exceptional communication, interpersonal and organizational skills are necessary. Demonstrated application of innovation and creativity are additionally desired.
- F. The Respondent should identify within its submission their key team members with proposed roles and experience for the Project from conception through completion.

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STATEMENT OF WORK

III. OVERVIEW OF THE PROJECT

A. General

1. The "Project" includes the project management, coordination, permitting, survey, final design, and construction of Bentley Bridge Drive. The project extends from I-20, just West of the existing Markum Ranch Road interchange on the West side of Tarrant County, extending south for approximately 5000-LF to connect to the existing Aledo Road.
2. The Project will be designed/constructed using City of Fort Worth design criteria and specifications. The project includes a 4-lane divided section (City of Fort Worth Commercial Connector), a 5-lane undivided section (City of Fort Worth Commercial Connector) and a 2-lane connector roadway (City of Fort Worth Collector). All sections will be constructed with concrete pavement.
3. The design will require a geotechnical pavement design report indicating the soil materials and the appropriate pavement design to satisfy the City of Fort Worth design criteria.
4. The southern terminus of the 5-lane roadway will ultimately continue to the South as a grade separated crossing of the United Pacific Railroad (UPRR) and Aledo Road in the future. The schematic design prepared anticipates this future extension and illustrates the grades necessary to achieve the grade separation. Final design scope for this project is to verify these schematic design assumptions.
5. The Project crosses 3 streams which will need to be designed to City of Fort Worth standards (sized for 100-yr Fully Developed flows). No detailed floodplain modeling, LOMR or CLOMR will be developed for the scope of this project.
6. The Project includes a curb and gutter drainage system sized to City of Fort Worth standards, but the drainage system only will serve the project right-of-way (ROW). Offsite areas to the west of the Project ROW will be diverted to the streams using roadside ditches.
7. The Project includes roadway illumination to City of Fort Worth criteria (and coordination with Oncor to power the illumination).
8. The Project includes 10 feet and 6 feet sidewalks.
9. The County has provided a schematic level design package to illustrate the intent of the Project, the roadway sections and extents. This design package includes approximate quantities to add an understanding to the project scope.
10. Construction specifications for the Project are City of Fort Worth, and TxDOT specifications as necessary.

**RFQ AND RFP FOR
DESIGN BUILD CONSTRUCTION OF BENTLEY BRIDGE DRIVE**

11. Tarrant County will acquire the required right-of-way and temporary construction easement prior to Commissioners Court selection of the design-build team.
12. There will be concurrent construction in the location of the Project:
 - a. TxDOT is currently at 90% design for a new interchange on I-20 for Bentley Bridge Drive, scheduled to be under construction in March 2023 and open to traffic in November 2023. This construction schedule will overlap the Project construction schedule.
 - b. The City of Fort Worth will be constructing a 36-in waterline at the southern limit of the project. The Project will cross this construction at the connection with Aledo Road. This construction schedule will overlap the Project construction schedule.
 - c. The City of Fort Worth will be constructing a sanitary sewer line to the west of the Project, impacting portions of Aledo Road. This construction schedule will overlap the Project construction schedule.
 - d. Tarrant County will be re-constructing a section of Markum Ranch Road from the interchange at I-20 south to Ranchers Legacy Trail. This construction schedule is anticipated to overlap the Project schedule.
13. The Project will cross three (3) existing gas pipelines near the southern limit. These pipelines are operated by BKV Midstream LLC. These have been potholed and the appropriate contact for coordination is included in the supplied information to bidders. It is not expected that these pipelines will require relocation so it should be assumed that the efforts related to crossing will be coordination of the design with the operator during the design and construction of the Project.
14. The Project crosses 2 streams which have been delineated as Intermittent and Ephemeral Streams which additionally include Wetlands. A detailed delineation has been provided in the information to bidders. It is expected that the final design will be performed such that the Project will be constructed under Nationwide Permit 14 without pre-construction notification. (https://www.swf.usace.army.mil/Portals/47/docs/regulatory/Permitting/Nationwide/NWP14TX_1.pdf?ver=Lwd4gPgqplLo8QqxupMS9fQ%3d%3d)

B. Project Objectives

1. The County prefers to have the Project open to traffic when TxDOT completes their interchange construction of Bentley Bridge Drive or shortly after (December 2023).
2. Secondary to schedule, the County prefers to include the full pavement, including sidewalks, and roadway illumination indicated in the schematic plans so long as the Project Budget is met, but will consider proposals with reduced quantity if necessary to maintain the Project Budget.

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DESIGN BUILD CONSTRUCTION OF BENTLEY BRIDGE DRIVE**

C. Scope of Work

1. Project Management, Coordination, and Final Design and Construction Oversight
2. Topographic Survey
3. Geotechnical Testing and Pavement Design Report
4. Coordination
 - a. City of Fort Worth Water (36-in WS5 Waterline)
 - b. TxDOT Interchange Design (design consultant is HNTB)
 - c. Gas Pipelines (BKV Midstream, LLC)
 - d. Oncor Electric (streetlights)
5. Permitting
 - a. TxDOT (Project scope includes construction in TxDOT ROW)
 - b. County
 - c. USACE Nationwide Permits
6. Final Design
 - a. City of Fort Worth Design Criteria, Standards and Details
 - b. TDLR (Sidewalks and Ramps)
7. Construction (all values are approximate)
 - a. Construction Staking
 - b. Minor Clearing Required
 - c. Concrete Pavement w/ 6" Curb
 - d. 53,000 CY Excavation and Fill
 - e. 3300 LF five lane section
 - f. 870 LF four lane divided section
 - g. 1100 LF two lane section
 - h. 10' and 6' Sidewalks (95,160 SF)
 - i. Street Lighting (City of Fort Worth Standard)
 - j. Stream Culverts – RCB
 - i. 6x6 RCB, 7x6 RCB and 8x4 RCB
 - ii. Wingwalls
 - k. Curb Inlets and Storm (24in – 48-in)
 - l. 38,000 SY Topsoil and Hydromulch
 - m. Pavement Marking and Signage

RFQ AND RFP FOR DESIGN BUILD CONSTRUCTION OF BENTLEY BRIDGE DRIVE
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D. Information Available to Bidders

1. Schematic Design Documents (Prepared by Dunaway Associates, LLC)
 - a. PDF Format
 - b. AutoCAD Format Base Files
 - c. Schematic Quantities
2. Reference Plans / Easement Documents
 - a. 90% TxDOT Interchange Documents (Prepared by HNTB, LLC)
 - b. Fort Worth 36-in WSV Water Main (Prepared by Halff / Pape-Dawson Engineers)
 - c. D222230632 – Permanent Water Facility Easement
 - d. D222230635 – Temporary Construction Easement
 - e. D212068611 – Gas Easement
 - f. WOUS Delineation Report (Prepared by Dunaway Associates, LLC)
 - g. CFW Pavement Design Manual
 - h. Subsurface Potholes of Gas Lines
3. Design Files
 - a. HEC-HMS Hydrology for Culvert Design (Bentley Bridge Schematic.zip)
 - b. HEC-RAS Hydraulics for Culvert Design (Bentley Bridge Schematic.zip)

E. Tentative Timeline

1. The County reserves the right to make adjustments to this schedule as necessary.

Description	Tentative Date
Issue Request for Qualifications (RFQ)	10/13/22
RFQ Pre-Proposal Meeting	10/21/22
RFQ Question Deadline	10/26/22
RFQ Due Date	11/07/22
Notify Short-Listed Finalists and Issue Request for Proposals (RFP)	11/11/22
RFP Questions Deadline	11/16/22
RFP Due Date	11/30/22
Interviews (if necessary) Week of	12/07/22
Notice of Intent to Award	12/08/22
Court Award	12/13/22

**RFQ AND RFP FOR
DESIGN BUILD CONSTRUCTION OF BENTLEY BRIDGE DRIVE**

IV. EVALUATION AND INTERVIEW PROCESS

PART 1 – RFQ – STATEMENT OF QUALIFICATIONS AND EVALUATION CRITERIA

- A. The County's RFQ process consists of an Evaluation Committee scoring all responsive submissions. This scoring will be determined by allocating pass or fail based on the evaluation criteria as shown below.
- B. The finalists will be "short-listed" to receive and respond to the RFP including the interview/fee proposal phase.
- C. Tarrant County reserves the right to interview any or all respondents or not to interview.
- D. **Finalist(s) invited to respond to RFP Portion Part 2 – RFP process – will be required to have the technical process and pricing sealed separately.**
- E. **Statement of Qualifications Evaluation Criteria and Scoring**

RFQ submittals are to include the information requested information in the sequence and format prescribed. Selection criteria are associated with certain questions and will be evaluated based on this format in this sequence and format will result in reduction of points or disqualification.

- F. Supplemental materials providing additional information may be attached and limited to three (3) pages.
- G. Each submitter will be evaluated and may be short-listed based on their Statement of Qualifications score (100 points maximum) as determined through a qualification review process and scoring criteria as noted below:

- Area 1 (20%): Prime Respondent's Demonstrated Capability and Financial Resources to Perform the Work**
- Area 2 (20%): Prime's Demonstrated Experience and Past Performance on Similar Projects**
- Area 3 (25%): Other members of the Team's Demonstrated Experience and Past Performance on Similar Projects**
- Area 4 (20%): Proposed Project Organization Chart for this Project**
- Area 5 (10%): Other Appropriate factors submitted in the proposal to the RFQ**
- Area 6 (5%): Certification that each architect or engineer on the team was selected based on demonstrated competence and qualifications in compliance with Section 2254.004 of the Texas Govt. Code**

- H. Based on the number of submissions, there may be 3–5 qualified Firms/Teams shortlisted that may be asked to interview with an evaluation team made up of County representatives to help determine final ranking before final selection is made.

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Explanation of Project Team by Submitting Design-Build Firms/Teams

- I. Each applicant submitting qualifications for this RFQ shall include an explanation of its Project team which shall consist of either:
 1. A list of the licensed design professionals, licensed contractors and licensed subcontractors whom the Design-Builder proposes to use for the Project's design and construction; or
 2. An outline of the strategy the Design-Builder plans to use for open contractor and sub- contractor Selection

Area 1: Prime respondent's demonstrated capability & financial resources to perform the work (20%)

1. Each respondent shall provide the legal name of the company and address of the office that would be providing the service.
2. Each respondent shall provide copies of Dunn and Bradstreet reports, bank and supplier credit references, or other documentation sufficient to demonstrate its financial capability to deliver this project.
3. Bonds and insurance instructions:
 - a. Attach a letter of intent from a bonding agent indicating the respondent's bond ability for the Project.
 - b. Attach a sample certificate of insurance or a letter of intent from an insurance company indicating the insurability of the respondent for the described Project.
 - c. The surety and insurance companies shall each acknowledge that the firm may be covered for the construction value of the Project.
4. Safety Record: Identify the builder's safety record. The builder must have achieved an experience modification rate (EMR) of not greater than 0.8 for the current and past two (2) years.
5. Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
6. Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under a contract with Tarrant County.
7. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify dates(s), details circumstances and prospects for resolution.
8. Does any relationship exist whether by family relative, business associate, financial agreement or any other relationship between your company and any Tarrant County employee? If yes, please explain.
9. A statement certifying that the respondent is not in arrears in payment of any obligations to Tarrant County or any other governmental entity, including, without limitation, property or sales taxes, fees, or utility charges.

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Area 2: Prime’s demonstrated experience and past performance on projects (20%)

1. Prime respondent shall provide a list with a maximum of three (3) projects for which your firm has provided Design – Build or construction services which are most related to Tarrant County and municipal government projects.
2. For each of the referenced projects, provide the following information: project name, project type, client(s) name, client type(s); construction cost (original and final cost); original scheduled final completion date, actual or estimated final completion date; Owner’s contact person(s) and telephone number(s), and the name(s) and telephone number(s) of the project architect(s) and engineer(s).
3. List all previous experience and projects your firm has had with Tarrant County . Provide the experience or project dates, project delivery method utilized, and a brief description of the experience or project.

Area 3: Other members of the team’s demonstrated experience and past performance on similar projects (25%)

1. To facilitate the evaluation of responses, submissions and copies shall be organized in the following manner:
 - a. Cover Letter to include the following information: (i) Respondent's Name, (ii) Respondent's Address, (iii) Respondent's Telephone Number, (iv) Contact Person's Name, (v) Contact Person's Title, (vi) Contact Person's Telephone Number, and (vii) Contact Person's Email Address.
 - b. Table of Contents: Provide a Table of Contents with sections and page numbers.
 - c. All forms contained in the Request for Qualifications, filled out, and signed.
2. Each respondent shall provide a list with a maximum of three (3) projects for which your firm has provided Design – Build or construction services which are most related to Tarrant County and municipal government projects.
3. For each of the referenced projects, provide the following information: project name, project type, client(s) name, client type(s); construction cost (original and final cost); original scheduled final completion date, actual or estimated final completion date; Owner’s contact person(s) and telephone number(s), and the name(s) and telephone number(s) of the project architect(s) and engineer(s).

Area 4: Proposed project organization chart for this project (20%)

1. Provide an organizational chart confirming in graphic form the proposed Project assignments, lines of authority and communication for each member involved in this Project.
2. Thoroughness of structure to provide required skills and services.

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3. Provide a two (2) page maximum résumé for each of the following key personnel and others, as appropriate, limit of ten (10), who shall be assigned to the County's project.
 - a. From Construction Contracting firm: Construction Executive, Project Manager, Pre-Construction Manager, and Superintendent.
 - b. From Architectural Engineering Firm: Lead Designer, Project Manager, and Lead Civil Engineer.

Area 5: Other appropriate factors submitted in the proposal to the RFQ (10%)

1. Response shall contain comments regarding the appropriateness of the Owner's Contract Price Limit amount to accomplish the scope of work illustrated in the Design Criteria & Specifications Package.
2. Value of other information related to qualifications of the Prime to successfully execute and deliver the intentions of the project.
3. Value of other information related to qualifications of the other members of the Team to successfully execute and deliver the intentions of the project.

Area 6: Certification that each architect or engineer on the team was selected based on demonstrated competence and qualifications in compliance with Section 2254.004 of the Texas Govt. Code (5%)

1. Describe the selection process and how it complies.

J. Clarifying Qualification During Evaluation

1. During the evaluation process, the County has the right to require any clarification it needs in order to understand the Firm/Team's view and approach to the project and scope of the work. Any clarifications to the Qualification made before executing the contract will become part of the final Firm/Team contract.

K. Short List Ranking

1. After evaluating the responses to this RFQ, the County will rank no more than three (3) of the most highly qualified candidates for ranking and these Short-listed Teams **may be** asked to interview to help determine final ranking.

L. Interviews of Short-listed Firms/Teams

1. Prior to ranking the short-listed Firms/Teams for final selection, the County **may** elect to interview those Firms/Teams. The purpose of this interview will be to meet the proposed Project team (if applicable), become familiar with key personnel and/or with the selection strategy proposed by the submitter and to understand the Firm/Team's project approach and ability to meet stated objectives for the project. Short Listed Firms/Teams should be prepared to discuss with specificity their capacity to conduct this work in compliance with the project timeframe, and budget. The County will notify each short-listed firm to schedule individual times for the interviews.

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V. QUALIFICATIONS SUBMITTAL REQUIREMENT AND FORMAT:

A. General Instructions:

1. Responses shall be prepared SIMPLY AND ECONOMICALLY, providing a straightforward, CONCISE description of the respondent's ability to meet the requirements of this RFQ/RFP. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of TARRANT COUNTY's needs.
2. Thoroughness of structure to provide required skills and services.
3. Respondents shall carefully read the information contained in this RFQ/RFP and submit a complete response to all requirements and questions as directed. Incomplete Proposals will be considered non-responsive and subject to rejection.
5. Responses that are qualified with conditional clauses, alternations, items not called for in the RFQ/RFP documents, or irregularities of any kind are subject to rejection by TARRANT COUNTY at its option.
6. TARRANT COUNTY makes no representations of any kind that an award will be made as a result of this RFQ/RFP. TARRANT COUNTY reserves the right to accept or reject any or all responses, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ/RFP when deemed to be in TARRANT COUNTY's best interest.
7. Respondent's Proposal should include a cover, table of contents, divider sheets, and responses to each of the criteria identified in Section IV of the RFQ/RFP. Responses shall consist of answers to questions identified in Section IV. It is not necessary to repeat the question in the responses; however, it is essential to reference the question number with the corresponding answer.
8. Each respondent must complete the Signature Form as part of its response. The Signature Form must be signed by an officer of the respondent's company authorized to bind the respondent to the statements and representations in the response. Failure to sign and return this form will subject a respondent's Proposal to disqualification.
9. Respondents wishing to submit a "No-Response" are requested to return form. The returned form should indicate the respondent's name and include the words "No-Response" in the right-hand column.

B. Page Size, Binding, Dividers and Tabs

1. Responses should be a maximum of thirty-five (35) printed pages.
2. The RFQ package should meet the specified format, be presented in a concise form, be provided in one (1) 3-ring binder, and clearly marked "Original" and three (3) copies. Copies should be marked as "Copies", in separate binders.
3. Additional attachments shall NOT be included with the response. Only the responses provided by the Respondent to the criteria identified in Section IV of this RFQ/RFP will be used by Tarrant County for evaluation.

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C. Table Of Contents

1. Submittals should include a “Table of Contents” and give page numbers for each part the Response.

D. Pagination

1. Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.) or by Roman Numerals (I, II, III, etc.).

NOTE: ONLY THOSE WHO ARE INVITED TO MOVE TO STEP 2 ARE TO COMPLETE THE BELOW.

VI. RFP EVALUATION CRITERIA

- A. Respondents shall carefully read the information contained in the following criteria and submit a complete response to all questions in Section VI formatted as directed in Section VII. Incomplete responses will be considered non-responsive.
- B. Each submitter will be evaluated based on the below criteria as determined through the review process and scoring criteria noted below:

C.	Design Build Entity Team Profile	15%
D.	Pricing Factors	30%
E.	Understanding of project and delivery strategy	20%
F.	Quality Assurance/Quality Control Program	10%
G.	Project Delivery Schedule	25%
	Total	100%

Based on the number of submissions, a shortlist of qualified Firms/Teams may be asked to interview with an evaluation team made up of County representatives to help determine final ranking before final selection is made.

C. Design Build Entity Team Profile

1. **General:** Provide general information about the DB Team, such as lines of business and service offerings, locations of home and other offices, number of employees (professional and non-professional), years in business, Year of inception and history, Ownership structure, Ability to provide services requested, and evidence of required licenses.
2. **Experience and References:** Provide at least three (3) examples of work done with other local municipalities; provide name and contact information of the individuals you have worked with.
3. **Legal Structure:** Identify whether the DB Team is organized as a corporation, limited liability company (LLC), general partnership, joint venture, limited partnership, or other form of legal entity. As applicable, identify the owners of the DB Team (e.g. shareholders, members, partners, and the like) who hold an interest of ten percent or more.

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4. Project Office Location: Identify where the DB Team intends to maintain its project office(s) and the location where the construction management work will be performed.
5. Financial Condition: Provide audited financial statements for the Builder for the officer for the current year. If the DB Team is a joint venture, LLC or partnership, such financial statements must be provided for each partner or member. Submit one (1) copy directly to Purchasing in a separate envelope along with RFQ response.
6. Payment and Performance Bonds: In Exhibit B (Bonds & Insurance) provide a letter from the Design-Build Team's surety to verify the availability of a Design- Build bond of up to \$12,000,000 million for this Project. The surety must be authorized by law to do business in Texas and must have an A.M. Best Company Rating of A minus or better. The surety must also be listed in the U.S. Department of Treasury's Circular 570.
7. Insurance: In Exhibit B (Bonds & Insurance) provide a letter or Certificate of Insurance from the Design-Build Team's insurance company stating its ability to acquire and provide the minimum limits for the required insurance stated in bid document.
8. All insurance shall be issued by insurance companies authorized to engage in business in the State of Texas and have a rating of no less than A- in the most current edition of the A.M. Best Insurance Report or the equivalent in Moody's and/or S&P (or comparable rating from a recognized insurance rating agency).
9. Key Consultants / Associates: If respondent intends to use outside consultants or associates, names and addresses of all such individuals or firms should be provided, as well as their areas of technical/professional expertise, as it relates to this project. Existence of previous working relationships should be noted.
10. Provide a two (2) page maximum résumé for each of the following key personnel and others as appropriate, limit of ten (10) who shall be assigned to the County's Project.
11. From Construction Contracting Firm: Construction Executive, Project Manager, Pre-Construction Manager, and Superintendent.
 - a. Construction Executive résumé to include experience serving as an executive manager on a minimum of three (3) Design-Build projects with budgets exceeding \$12 million in the last eight (8) years.
 - b. Superintendent résumé to include experience on the completion of a large complex project with a budget exceeding \$12 million in the last eight (8) years.

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- c. From Architectural/Engineering Firm: Lead Designer, Project Manager, and Lead Civil Engineer.
- d. Architectural Lead Designer's résumé to include additional personal portfolio, limit to five (5) projects, one (1) page each, which may or may not match those projects contained within the Illustrative Work portion of the submission response. Included projects should indicate project name, project type, location, year constructed, total square footage, construction budget, delivery method and specific role of designer.
- e. Architectural Project Manager résumé to include experience on the completion of a large Transportation Road project with a budget exceeding \$12 million the last eight years.

12. Project Experience Matrix:

- a. Demonstrate the Responding team's prior experience working together by submitting a Project Experience Matrix. Across the top of the matrix list three (3) projects submitted under Illustrative Work. List these projects left to right from most to least similar to the County's Bentley Bridge Drive Project. Along the side of the form list ten (10) team members submitted under Résumés. List these key personnel from most to least project engagement, based upon the hierarchy of their role and proposed amount of involvement on the Project. Indicate with an "X" where the row and column cross indicating the specific personnel worked on the specified project to demonstrate the extent of the team's prior working relationship.

13. Unique Qualifications:

- a. Through narrative discussion and/or graphics, show reasons why the team believes it is especially qualified to undertake this Project and demonstrate the team's exceptional innovation and creativity relative to the design and construction within the Responder's previous work. Information provided should include, but not be limited to, such data as: any awards or recognition received by the firm or individuals for similar work, project certifications; special approaches or concepts developed by the firm relevant to this Project, etc. Respondents may say anything they wish in support of their qualifications. Limit to four (4) pages.

D. Pricing Factors:

- 1. Total Proposed Contract Price.

E. Understanding of Project and Delivery Strategy

- 1. The extent to which the Respondent's proposal complies with all requirements of the RFQ/RFP.
- 2. Feasibility of implementing Project as proposed.
- 3. The extent the Proposal satisfies the scope and intent of the project.

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4. The Team's understanding of the project objectives.
- F. Quality Assurance/Quality Control Program
 1. The Team's program for assuring and controlling quality and accuracy during design/engineering process.
 2. The Team's program and approach to assuring and controlling quality during construction as well as approach to correcting deficiencies or errors.
 3. The Team's response approach to warranty work.
- G. Project Delivery Schedule
 1. Feasibility and appropriateness of the Team's overall project delivery strategy to deliver project objectives.
 2. Ability to comply with specified project deadlines.

VII. PROPOSAL SUBMITTAL REQUIREMENT AND FORMAT:

- A. General Instructions:
 1. Proposals shall be prepared SIMPLY AND ECONOMICALLY, providing a straightforward, CONCISE description of the respondent's ability to meet the requirements of this RFP. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of TARRANT COUNTY'S needs.
 2. Respondents shall carefully read the information contained in this RFQ/RFP and submit a complete response to all requirements and questions as directed. Incomplete Proposals will be considered non-responsive and subject to rejection.
 3. Proposals that are qualified with conditional clauses, alternations, items not called for in the RFP documents, or irregularities of any kind are subject to rejection by TARRANT COUNTY at its option.
 4. TARRANT COUNTY makes no representations of any kind that an award will be made as a result of this RFP. TARRANT COUNTY reserves the right to accept or reject any or all responses, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP when deemed to be in TARRANT COUNTY's best interest.
 5. Respondent's Proposal should include a cover, table of contents, divider sheets, and responses to each of the criteria identified in Section VI of the of the RFP.
 6. Each respondent must complete the Signature Form. The Signature Form must be signed by an officer of the respondent's company authorized to bind the respondent to the statements and representations in the Proposal. Failure to sign and return this form will subject a respondent's Proposal to disqualification.
 7. Respondents wishing to submit a "No-Response" are requested to return the form. The returned form should indicate the respondent's name and include the words "No-Response" in the right-hand column.

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8. Failure to comply with all requirements contained in this Request for Proposals may result in the rejection of the Proposals.
- B. Page Size, Binding, Dividers and Tabs
 1. Proposals should be a maximum of fifty (50) printed pages. Price pages are to be in a separate sealed envelope. Forms are not a part of the fifty (50) page limit.
 2. The RFP package should meet the specified format, be presented in a concise form, be provided in one (1) 3-ring binder, and clearly marked "Original" and three (3) copies. Copies should be marked as "Copies", in separate binders.
- C. Table Of Contents
 1. Submittals should include a "Table of Contents" and give page numbers for each part the Proposal.
- D. Pagination
 1. Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.) or by section (1-1, 1-2, etc.).

VIII. AWARD REQUIREMENTS

- A. All work performed on any resulting Contract will be performed in the Tarrant County Area. If Respondent is not located in the Tarrant County Area, documentation must be submitted with the proposal that details how Respondent will perform the work as detailed herein Tarrant County the right to determine if Respondent's plan to perform the work is acceptable.
- B. Design-Build Firm/Team Final Selection
 1. After making final Team selection and taking into consideration quality, performance and the time specified in the Proposal for performance of the contract the County will begin contract negotiations with the selected responsible, responsive Firm/Team. If successful, the Firm/Team and County will enter into a contract for the work.
 2. All respondents are considered fully informed as to intentions of the County regarding the timeframe to prepare and complete contract negotiations. Respondents should be prepared to provide a detailed, written Proposal to include scope of work, staffing plans, action plan, CPM Schedule and fee proposal to County during negotiations.
 3. The County may withdraw this RFQ/RFP, reject proposals or any portion thereof at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous to the County.
- C. Compliance
 1. The awarded Design-Builder will be expected to execute the appropriate contracts.

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IX. MINIMUM WAGE RATES

- A. Compliance with Texas Government Code, Title 10 General Government, Subtitle F, Chapter 2258. This Article requires the Contractor and any subcontractor under him to pay not less than the prevailing rates per diem wages in the locality of the work at the time of construction to all laborers, workmen and mechanics employed by them in the execution of the Contract. Respondents should familiarize themselves with the entire provisions of this law and the penalties provided for its violation before submitting their proposals.
- B. For the work required of this project, the CONTRACTOR and all sub-contractors shall pay his/her employees the prevailing wage rates in accordance with the Texas Government Code, Chapter 2258. The prevailing wage rates determined applicable for projects are the current prevailing wage rate schedules of the United States Department of Labor adopted in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a, et. seq.) and its subsequent amendments. These prevailing wage rates can be obtained from the following web page: https://beta.sam.gov/wage-determination/2015-5231/12?keywords=TARRANT%20COUNTY&sort=-relevance&index=wd&is_active=true&page=1 and search State of Texas, County of Tarrant.
- C. Any Contractor and any subcontractor under him to pay not less than the prevailing rates per diem wages in the locality of the work at the time of construction to all laborers, workmen and mechanics employed by them in the execution of the Contract. Respondents should familiarize themselves with the entire provisions of this law and the penalties provided for its violation before submitting their proposals.
- D. Any workers not included in the schedule shall be properly classified and paid not less than the rate of wages prevailing in the locality of the work at the time of construction.
- E. For overtime work and legal holidays, the hourly rate shall be one and one-half times the Basic Hourly Rate.
- F. The Contractor shall pay Tarrant County the amount of sixty dollars (\$60.00) for each laborer, workman or mechanic employed, for each calendar day or portion thereof such laborer, workman or mechanic is paid less than the stipulated rates for any work done under this Contract, by him or by any subcontractor under him.
- G. No portion of this provision shall be construed to prohibit the payment to any laborer, workman, or mechanic employed on the Work of more than the stated wage rate. It shall be the responsibility of the Contractor to maintain an adequate work force whether higher wages are required or not.

X. CERTIFICATE OF INSURANCE

- A. The Successful Respondent will be required to submit to the Purchasing Department a Certificate of Insurance meeting or exceeding the provisions of Page 6 of this Request for Qualifications within five (5) business days after receiving Notification of Award. The Certificate of Insurance must be received by the County prior to the commencement of any work on this Project.

**RFQ AND RFP FOR
DESIGN BUILD CONSTRUCTION OF BENTLEY BRIDGE DRIVE**

XI. PROFESSIONAL LIABILITY INSURANCE

- A. Professional Liability Insurance with a limit of not less than \$10,000,000 per occurrence, will be required.

XII. PAYMENT, PERFORMANCE, AND MAINTENANCE BONDS

- A. The Successful Respondent will be required to submit to the County's Purchasing Department an acceptable Payment, Performance and Maintenance Bond in the amount of 100% of the Contract Award within five business days after Notification of Award. The Bonds must be in a form of a bond acceptable to the Tarrant County Purchasing Department executed by a Surety Company authorized to do business in the State of Texas and listed on the Federal Register.

XIII. LICENSES AND PERMITS

- A. The Successful Respondent shall be, without expense to the County, responsible for obtaining any necessary licenses and permits. The Successful Respondent must provide, upon written request, evidence of any required Federal, State, Local and/or Occupational Licenses.

XIV. W-9 FORM

- A. The Successful Respondent must provide a completed IRS W-9 Form prior to award of Contract.

XV. 1295 FORM

- A. The Successful Respondent must provide a completed 1295 Form prior to award of Contract.



TARRANT COUNTY

HISTORICALLY UNDERUTILIZED

BUSINESSES (HUB) POLICY

I. POLICY STATEMENT

The Tarrant County Commissioners Court, being the policy development and budgetary control unit of county government, will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUBs) through the use of race, ethnic and gender neutral means. It is the policy of Tarrant County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts of firms who recognize and practice similar business standards.

II. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his or her identification as a member of certain groups, including women, Black Americans, Mexican Americans and other Americans of Hispanic origin, Asian Americans and American Indians.

Certified HUBs includes business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Tarrant County.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$50,000.

III. POLICY GUIDELINES

- A. Tarrant County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the county.
- B. Tarrant County will use and recognize the State of Texas certification process in conjunction with the implementation of this policy. The County does recognize other agencies' certifications. Tarrant County reserves the right to review the certification status of any vendor applying to do business with the County. This review will be accomplished to determine the validity and authenticity of the vendor's certification as a HUB.
- C. The Commissioners Court may establish HUB target goals. Through a systematic approach of soliciting quotes, responses and proposals from certified HUBs and in compliance with applicable state and federal law this policy will strive to meet those goals.
 1. Target goals should consider:
 - the availability of HUB firms within the specific category of goods or services to be procured; and
 - the diversity of the county's population.
 2. The goals should be reviewed and amended periodically.
 3. The program may apply to all County procurements including construction and professional services.
 4. Particular attention will be given to HUB participation on purchases in excess of the statutory bid limit.
 5. The Commissioners Court herein establishes a 20% good faith target goal for Tarrant County.

- D. Tarrant County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
1. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
 2. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
 3. Continuing to advertise responses on the County's website and in newspapers including newspapers that target socially and economically disadvantaged communities.
 4. Continuing to provide bid notifications to minority Chambers of Commerce.
- E. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those responses will be structured to include and encourage the participation of HUB firms in the procurement process by:
1. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
 2. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
 3. Specification of reasonable, realistic delivery schedules consistent with the County's actual requirements.
 4. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
- F. A HUB Policy statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Policy in the evaluation of responses and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB policy may result in a bid or proposal being considered non-responsive to specifications.
- G. The Purchasing Department will actively seek the participation of HUB firms in the quotation process for purchases under the statutory bid limit. HUB firms will be identified on the computerized database and linked to the commodities they represent. Buyers will be encouraged to use available internal and external databases of certified HUB firms.

- H. Nothing in this policy shall be construed to require the County to award a contract other than to the lowest responsive bidder meeting specifications as required by law. This policy is narrowly tailored in accordance with applicable law.

IV. ADMINISTRATIVE GUIDELINES

- A. The Purchasing Department shall serve as the County's HUB Office with responsibility for the implementation, monitoring and general operations of the HUB policy. The Purchasing Agent shall serve as the County HUB Officer.
 - 1. The HUB Officer will establish procedures to implement this policy across the full spectrum of the procurement process. The County HUB Office will periodically review with department head and elected officials regarding procurement opportunities.
 - 2. Managing the policy and training buyers and other County personnel in order to meet County goals will be the responsibility of the HUB Office.
 - 3. The HUB Office will cooperate with other local government entities to increase HUB participation throughout the county and region. The HUB Office is encouraged to participate in educational and other outreach programs to assist HUB firms.
 - 4. The HUB Officer will receive and review complaints and recommendations regarding the implementation of the HUB Policy and the good faith efforts of bidders. Further, the HUB Office will audit for compliance to the HUB Policy on eligible projects after award, during the performance of the contract and after completion, while also making any recommendations to Commissioners Court regarding any irregularities or misrepresentation of facts as they relate to compliance with the policy. The HUB Office will review documentation submitted by HUB firms in compliance with this policy.
 - 5. An annual report along with recommendations shall be provided to the Commissioners Court and Purchasing Board. The annual report will provide statistical data and efforts reflected in the number of purchase orders, value of goods and services purchased, percentages to HUB firms, and outreach and marketing efforts. Other statistics may be required or requested by the Commissioners Court or Purchasing Board.

510 Historically Underutilized Businesses Policy

Adopted: Court Order 64788 (December 17, 1990)
Amended: Court Order 69958 (December 7, 1993)
Amended: Court Order 99651 (December 28, 2006)
Amended: Court Order 127875 (June 19, 2018)

**RFQ AND RFP FOR
DESIGN BUILD CONSTRUCTION OF BENTLEY BRIDGE DRIVE**

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in Tarrant County's bid process. The Purchasing Department will provide additional clarification of specifications, assistance with Price Forms, and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

Tarrant County recognizes the certifications of both the State of Texas General Services Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact.

Texas Procurement and Support Services
Statewide HUB Program
1711 Jacinto Blvd.
PO Box 13047
Austin, Texas 78711-3047
(512) 463-5872

OR

North Central Texas
Regional Certification Agency
624 Six Flags Drive, Suite 100
Arlington, Texas 76011
(817) 640-0606

IF YOUR COMPANY IS CERTIFIED, ATTACH A COPY OF THE CERTIFICATION TO THIS FORM AND RETURN WITH RESPONSE.

COMPANY NAME: _____

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NO. _____ FAX NO. _____

Indicate all that apply:

- _____ Minority-Owned Business Enterprise
- _____ Women-Owned Business Enterprise
- _____ Disadvantaged Business Enterprise

NOTE: WITHOUT A VALID CERTIFICATION ON FILE, YOU WILL NOT BE EVALUATED AS A HUB/DBE.

**RFQ AND RFP FOR
DESIGN BUILD CONSTRUCTION OF BENTLEY BRIDGE DRIVE**

REFERENCES

Please list three (3) references, **other than past or present employees of Tarrant County**, who can verify your performance as a Respondent. Performance includes, but is not limited to, sales and/or service, delivery, invoicing, and other items as may be required for Tarrant County to determine Respondent's ability to provide the intended goods or service of this request. The County **PREFERS** references to be from Government customers. References must be able to verify the quality of service Respondent's company provides and that the company has completed a project of similar size and scope of work in the RFQ/RFP. Inaccurate, obsolete or negative responses from the listed references could result in rejection of your response.

Failure to supply required references will deem Respondent as non-responsive and will not be considered for award.

Respondent involvement with reference checks is not permitted. Only Tarrant County or its designee will conduct reference checks. Any deviation to this will result in rejection of your response.

*****DO NOT LIST TARRANT COUNTY AS A REFERENCE*****

REFERENCE ONE

GOVERNMENT/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

REFERENCE TWO

GOVERNMENT/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

REFERENCES MUST BE RETURNED WITH RESPONSE!

**RFQ AND RFP FOR
DESIGN BUILD CONSTRUCTION OF BENTLEY BRIDGE DRIVE**

REFERENCES

REFERENCE THREE

GOVERNMENT/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

REFERENCES MUST BE RETURNED WITH RESPONSE!

**RFQ AND RFP FOR
DESIGN BUILD CONSTRUCTION OF BENTLEY BRIDGE DRIVE**

SIGNATURE FORM

The undersigned, on behalf of and as the authorized representative of Respondent, agrees this RFQ/RFP becomes the property of Tarrant County after the official opening.

The undersigned affirms the Respondent has familiarized itself with the local conditions under which the work is to be performed; satisfied itself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a response.

The undersigned agrees, on behalf of Respondent, that if this response is accepted, Respondent will furnish all items/services upon which price(s) are negotiated upon the terms and conditions contained in the specifications. The period for acceptance of this response will be ninety (90) calendar days.

The undersigned affirms that they are duly authorized to execute this contract, that this RFQ/RFP has not been prepared in collusion with any other Respondent, nor any employee of Tarrant County, and that the contents of this RFQ/RFP have not been communicated to any other Respondent or to any employee of Tarrant County prior to the official opening of this RFQ/RFP.

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

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this RFQ/RFP package. ***Failure to sign and return this form will result in the rejection of the entire response.***

Signature _____ **X**

Authorized Representative

Legal Name of Company

Date

Street Address

Printed Name of Authorized Representative

City, State and Zip

Title of Authorized Representative

Telephone Number

Fax Number

E-Mail Address

THIS FORM MUST BE SIGNED.

THE ORIGINAL WITH ORIGINAL SIGNATURE AND THREE (3) COPIES MUST BE RETURNED WITH RESPONSE!



Did you provide References,
sign your Response and/or
your Addendum?

**If not, your Response
will be rejected.**

**RFQ AND RFP FOR
DESIGN BUILD CONSTRUCTION OF BENTLEY BRIDGE DRIVE**

COMPANY IS:

Business included in a Corporate Income Tax Return? _____ YES _____ NO
____ Corporation organized & existing under the laws of the State of _____
____ Partnership consisting of _____
____ Individual trading as _____
____ Principal offices are in the city of _____

DUNS Number: _____

CAGE Code: _____

THE ORIGINAL AND THREE (3) COPIES OF THIS FORM MUST BE RETURNED WITH RESPONSE!

**RFQ AND RFP FOR
DESIGN BUILD CONSTRUCTION OF BENTLEY BRIDGE DRIVE**

COMPLIANCE WITH FEDERAL AND STATE LAWS

CERTIFICATION OF ELIGIBILITY

By submitting a Bid in response to this solicitation, the Bidder certifies that at the time of submission, they are not on the Federal Government's list of suspended, ineligible, or debarred entities.

In the event of placement on the list between the time of Bid submission and time of award, the Bidder will notify the Tarrant County Purchasing Agent. Failure to do so may result in terminating this contract for default.

RELATING TO STATE CONTRACTS WITH AND INVESTMENTS IN COMPANIES THAT BOYCOTT ISRAEL AND INVESTMENTS IN COMPANIES THAT DO BUSINESS WITH IRAN, SUDAN, OR ANY KNOWN FOREIGN TERRORIST ORGANIZATIONS.

Bidder verifies that they do not boycott Israel and will not boycott Israel in accordance with Texas Government Code Section 2270.001(2) during the term of this contract. Bidder further verifies pursuant to Texas Local Government Code Section 2252.152 that they are not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

DISCLOSURE OF INTERESTED PARTIES

The law states that a governmental entity may not enter into certain contracts with a nonexempt business entity unless the business entity submits a disclosure of interested parties to the governmental entity. By submitting a Bid in response to this solicitation, the Bidder agrees to comply with HB 1295, Government Code 2252.908. Bidder agrees to provide Tarrant County Purchasing Agent, and/or requesting department, the "Certificate of Interested Parties," Form 1295 as required, within **ten (10)** business days from notification of pending award, renewal, amended or extended contract.

VENDOR IS EXEMPT FROM CERTIFICATION REGARDING ENERGY COMPANIES AND FIREARM ENTITIES OR FIREARM TRADE ASSOCIATIONS:

Vendor is a sole proprietorship OR is a non-profit entity OR Vendor is a company that does NOT have 10 or more full-time employees AND/OR this contract does NOT have a value of \$100,000.00 or more that is to be paid wholly or partly paid from public funds of the governmental entity.

If the Vendor Cannot Certify that it is EXEMPT as Above, Vendor Must Certify as Follows:

Vendor is NOT EXEMPT and Certifies as follows:

Boycott of Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature S. B. 13), Vendor verifies that it does not boycott energy companies and will not boycott energy companies during the term of the above-described contract. "Boycott energy company" is defined in Section 809.001(1) (added by 87th Legislature, S. B. 13) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

**RFQ AND RFP FOR
DESIGN BUILD CONSTRUCTION OF BENTLEY BRIDGE DRIVE**

COMPLIANCE WITH FEDERAL AND STATE LAWS

Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Governmental Code (added by 87th Legislature, S. B. 19), Vendor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the above-described contract] against a firearm entity or firearm trade association. “Discriminate against a firearm entity or firearm trade association” is defined in Section 2274.001(3) (added by 87th Legislature, S. B. 19) and means, with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term *does not include*: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.

Vendor Hereby Certifies (Mark Applicable Certification):

_____ Vendor is EXEMPT from Certification as set out above.

_____ Vendor is NOT EXEMPT from Certification as set out above, and Vendor Certifies that it does not and will not Boycott Energy Companies and that it does not and will not engage in prohibited Discrimination against Firearm Entities or Firearm Trade Associations.

Signature _____ X

THIS FORM MUST BE SIGNED.

THE ORIGINAL WITH ORIGINAL SIGNATURE AND THREE (3) COPIES MUST BE RETURNED WITH RESPONSE!

**RFQ AND RFP FOR
DESIGN BUILD CONSTRUCTION OF BENTLEY BRIDGE DRIVE**

RFQ

AFFIRMATIONS/FORMS/DOCUMENTS

✓Check Indicates Completion	
	1. References. Respondent has provided references, other than Tarrant County. References must be able to verify the quality of service the company provides and that the company has completed a project of similar size and scope of work in this RFQ.
	2. Signatures. All forms requiring a signature must be signed. Responses not signed will be rejected.
	3. Letter of intent from bonding agent that vendor is bondable for the required payment, performance, and maintenance bonds, if awarded a contract.
	4. Sample Certificate of Insurance or letter stating that vendor can secure the insurance requirements.
	5. Proof of financial capability to perform this project.
	6. Addenda. When applicable, Respondent acknowledges receipt of all Addenda and any revised Forms. Respondent must sign and submit any required signature forms.
	7. It is the Respondent's sole responsibility to print and review all pages of the RFQ document, attachments, questions and responses, addenda and special notices. The Signature Form must be signed and returned. Failure to provide a signature on the form renders response non-responsive. Failure to complete and submit all required forms, including but not limited to References, Compliance With Federal and State Laws Form, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of entire response.
	8. Respondent has read, understands, and agrees to Tarrant County's Criminal Background Check requirements.
	9. Respondent has sealed and marked the envelope with the Company Name, RFQ Number, RFQ Title, and due date.
	10. W-9 Form.
	11. 1295 Form.

THE ORIGINAL AND THREE (3) COPIES OF THIS FORM SHOULD BE RETURNED WITH RESPONSE!

**RFQ AND RFP FOR
DESIGN BUILD CONSTRUCTION OF BENTLEY BRIDGE DRIVE**

RFP

AFFIRMATIONS/FORMS/DOCUMENTS

✓Check Indicates Completion	
	1. References. Respondent has provided references, other than Tarrant County. References must be able to verify the quality of service the company provides and that the company has completed a project of similar size and scope of work in this RFP.
	2. Signatures. All forms requiring a signature must be signed. Proposals not signed will be rejected.
	3. Proposal Price Form. All sections of Proposal Price Form have been completed.
	4. Insurance Certificates (If required). Respondents must submit all Insurance Certificates prior to commencement of work. If no insurance requirements specified, mark N/A.
	5. Addenda. When applicable, Respondent acknowledges receipt of all Addenda and any revised Forms. Respondent must sign and submit any required signature forms.
	6. It is the Respondent's sole responsibility to print and review all pages of the RFP document, attachments, questions and responses, addenda and special notices. The Signature Form must be signed and returned. Failure to provide a signature on the form renders proposal non-responsive. Failure to complete and submit all required forms, including but not limited to References, Compliance With Federal and State Laws Form, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of entire proposal.
	7. Respondent has read, understands, and agrees to Tarrant County's Criminal Background Check requirements.
	8. Accuracy for all mathematical and numerical entries is the sole responsibility of the Respondent. Tarrant County will not be responsible for errors made by the Respondent.
	9. Respondent has sealed and marked the envelope with the Company Name, RFP Number, RFP Title, and due date.
	10. W-9 Form.
	11. 1295 Form.

THE ORIGINAL AND THREE (3) COPIES OF THIS FORM SHOULD BE RETURNED WITH RESPONSE!

NO-BID RESPONSE

In the event that your organization chooses not to submit a RFQ/RFP for this solicitation, the Tarrant County Purchasing Department is interested in the reasons why vendors have chosen not to submit bids/proposals in order to better serve the taxpayers of Tarrant County. Please indicate your reason(s) by checking all applicable items below and return this form to the address shown below.

- Could not meet specifications.
- Items or materials requested not manufactured by us or not available to our company.
- Insurance requirements too restricting.
- Bond requirements too restricting.
- Scope of services not clearly understood or applicable (too vague, too rigid, etc.)
- Project not suited to our organization.
- Quantities too small.
- Insufficient time allowed for preparation of bid/proposal.
- Other (please specify).

Vendor Name: _____

Contact Person: _____

Telephone: _____

Email: _____

Please send your response to:

Tarrant County Purchasing Department
100 E. Weatherford, Suite 303
Fort Worth, TX 76196-0104

RFP FOR DESIGN BUILD CONSTRUCTION OF BENTLEY BRIDGE DRIVE
--

PROPOSAL PRICE FORM

BENTLEY BRIDGE DRIVE

Project Components*:

General	\$ _____
Paving	\$ _____
Storm	\$ _____
Street Lighting	\$ _____
Signage and Pavement Marking	\$ _____
Engineering	\$ _____

Additional Items, if deemed necessary:

Item Name: _____	\$ _____
Item Name: _____	\$ _____
Item Name: _____	\$ _____

CONTRACTOR'S CONTINGENCY _____ % \$ _____

BOND (PAYMENT, PERFORMANCE, AND MAINTENANCE) \$ _____

SUBTOTAL \$ _____

CONSTRUCTION PROFIT _____ % \$ _____

Proposed Fixed Project Construction Budget \$ _____

Additional fees required for project delivery* \$ _____

TOTAL PROPOSED CONTRACT PRICE \$ _____

PROPOSED CONSTRUCTION DURATION/COMPLETION _____ Calendar days from Notice to Proceed

*RFP respondents must provide a detailed list of items, quantities, and associated unit prices.

THE ORIGINAL AND THREE (3) COPIES OF THIS FORM MUST BE RETURNED WITH PROPOSAL!

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

Professional Services Agreement for
RFQ/RFP _____

This Professional Services Agreement (the “Agreement”) is made and entered into effective _____ (the “Effective Date”), by and between Tarrant County, Texas a governmental entity organized under the laws of the state of Texas (the “County”), and _____, a _____ (the “Contractor”). The County and Contractor may be referred to collectively as “Parties” or individually as a “Party”.

WHEREAS, County issued Request for Qualification and Request for Proposal No. XXXX-XXX dated _____, 20____ (the “RFQ/RFP”) to request from qualified and appropriately licensed contractors to provide Design-Build Construction of Bentley Bridge Drive; and

WHEREAS, Contractor responded to the RFQ/RFP for providing Design-Build Construction of Bentley Bridge Drive; and

WHEREAS, Contractor responded and represented that its services shall meet or exceed the requirements set forth in the RFQ/RFP; and

WHEREAS, Contractor represents that it has the experience and holds all necessary permits and licenses and certificates to practice and perform the services solicited in the RFQ/RFP and desires to perform the services solicited in the RFQ/RFP and covered in this Agreement; and

WHEREAS, Contractor is a _____ operated under the laws of the State of _____, is qualified to do business in the State of Texas, and is qualified and capable of performing and completing the Design-Build Construction of Bentley Bridge Drive; and

WHEREAS, the County desires to retain a qualified and experienced contractor to provide Design-Build Construction of Bentley Bridge Drive described below for the Scope of Services attached hereto as **Exhibit A**; and

WHEREAS, based on Contractor’s response to the RFQ/RFP; the County has selected the Contractor to provide the services described in the RFQ/RFP and agree to pay Contractor for the services provided as detailed in this Agreement; and

WHEREAS, Contractor has agreed to provide the services in accordance with the specifications contained in the RFQ/RFP, attached hereto as **Exhibit F**, this Agreement, and Contractor’s proposal presented to the County in response to the RFQ/RFP, attached hereto as **Exhibit G**; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, it is hereby agreed as follows:

1. **Scope of Services.** Contractor shall provide professional architectural and engineering services (the “Services”) for the RFQ/RFP for Design-Build Construction of Bentley

Bridge Drive (the “Project”), said as set forth in the Scope of Services attached hereto as **Exhibit A**. This Agreement takes precedence over any conflicting language in the RFQ/RFP.

2. **Services to be Performed; Applicable Standards.** Contractor shall perform and complete the Services in a diligent, professional and workmanlike manner using industry best practices applicable to the performance of the Services. Furthermore, Contractor shall use only qualified personnel to perform and complete the Services. Contractor will supply at its own expense, necessary computers, software, supplies and other materials required to perform and deliver the Services to the County.

3. **Term and Termination.**

(a) *Term.* The Parties agree that this Agreement shall continue for a period of three (3) years from the Effective Date.

(b) *Termination for Cause.* Either Party may terminate this Agreement for cause upon the occurrence of an Event of Default (as defined below) by delivery of written notice of termination to the other Party while such Event of Default continues to exist, whereupon all obligations of the County under this Agreement shall terminate, other than the payment by the County for all amounts due under this Agreement through the effective date of termination.

(c) *Event of Default; Notice of Material Breach.* Either Party shall be in material default under this Agreement upon the occurrence of any one or more of the following which continues to exist fifteen (15) days after a Notice of Material Breach (defined below) is given to the defaulting Party (each occurrence being a “Event of Default”): (i) a failure or refusal by a Party to timely make any payment that is required to be paid by such Party under this Agreement; (ii) a failure by a Party to perform or observe any other obligation under this Agreement; (iii) any warranty or representation of a Party in this Agreement is false or misleading in any material respect; (iv) the commencement of any insolvency, bankruptcy or similar proceedings by or against such Party (including any assignment by such Party for the benefit of creditors or the appointment of a receiver for the assets of such Party). A “Notice of Material Breach” means written notice that includes: (i) a description sufficient to identify the Event of Default to the defaulting Party; and, (ii) if not obvious from the nature of the Event of Default, the notifying Party’s specific recommendations of the actions to be (or if appropriate, not to be) taken by the defaulting Party in order for it to cure the Event of Default.

(d) *Remedies for Default.* Upon the occurrence of an Event of Default, the non-defaulting Party may, in addition to any and all other remedies available under law, elect to: (1) terminate this Agreement in accordance and upon compliance with the termination provisions in Section 3 of this Agreement, and/or (2) commence collection actions (including court actions) for all sums due under this Agreement, and/or (3) seek such other remedies for such Event of Default as are available at law or in equity. All rights and remedies available to a Party hereunder, by law or equity, shall be cumulative and there shall be no obligation for such Party to exercise a particular remedy.

(e) *Early Termination.* The County shall have the right to terminate this Agreement without cause in its sole discretion at any time prior to such completion of the Services by giving Contractor at least thirty (30) days’ prior written notice of such termination (hereinafter referred to as “Early Termination”). In the event of Early Termination, the County will pay all fees due to

Contractor under Sections 4 & 5 hereof for all Services performed by Contractor in accordance with the requirements of this Agreement up to and including the date of termination. The County also shall reimburse Contractor for all expenses incurred by Contractor in the performance of Services hereunder and which are or would be due to Contractor under Section 4 & 5 hereof if Early Termination had not occurred. Contractor acknowledges and agrees that in the event of such Early Termination, Contractor will not perform any unnecessary part of the Services nor will it incur any unreasonable expenses after receiving notice of Early Termination, but Contractor will perform only those Services and incur only those expenses reasonably necessary to fulfill its obligations under Section 2 hereof and this Section 3. Nothing set forth in this Section 3 shall limit the County's other rights or remedies.

4. **Cost.**

(a) For the Services described in Section 1 and as defined in Contractor's Scope of Services contained in **Exhibit A**, the Contractor's compensation for these services shall be in accordance with the Contractors Price Sheet, attached hereto as **Exhibit B**.

(b) Contractor shall bill for the Services performed in accordance with this Agreement.

(c) Contractor shall send all invoices to:

Joseph Jackson, P.E
Tarrant County Transportation Services
100 East Weatherford Street, Room 401
Fort Worth, Texas 76196

(d) Contractor's invoice shall detail the Services provided;

(e) *Monthly Invoices – Expenses.* In addition to the Fees, Contractor will invoice the County monthly for the Reimbursable Expenses (defined below and collectively referred to as the "Expenses") incurred during the applicable monthly period in performing the Services. The "Reimbursable Expenses" means those reasonable and necessary out-of-pocket expenses for travel, hotel rooms, and meals, actually incurred by Contractor to perform and complete the Services, which, without the prior approval of the District, shall exceed neither (i) those set forth in the Contractor's Pricing Sheet attached hereto as **Exhibit B**, nor (ii) the applicable per diem lodging rates and per diem meals and incidental expense rates established by the General Services Administration ("GSA") for Tarrant County, Texas. Current GSA per diem lodging rates and per diem meals and incidental expense rates can be found at <https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup>.

(f) Contractor understands that Contractor shall be responsible for any other expenses incurred by Contractor in performing the Services under this Agreement.

5. **Fees for Services Performed.** Based upon applications for payment submitted to Tarrant County Transportation Services by Contractor, the County will make progress payments on account of the Total Contract Price to the Contractor as follows:

(a) There will be due and payable on Agreement, approximately each thirty (30) days, an amount equal to 95% of the value of the work completed.

(b) The County reserves the right to withhold 5% of the Total Contract Price for thirty (30) days after final acceptance of the work.

6. **Agency-Independent Contractor.** Neither County nor any employee thereof is an agent of Contractor, and neither Contractor nor any employee thereof is an agent of County. This Agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment by the other party.

7. **Indemnity.** THE CONTRACTOR, INCLUDING ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, SUBSIDIARIES AND SUBCONTRACTORS AGREES TO FULLY INDEMNIFY, SAVE, AND HOLD HARMLESS THE COUNTY, ITS COMMISSIONERS, ELECTED OFFICIALS, OFFICERS, DIRECTORS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, INJURIES (INCLUDING DEATH), CAUSES OF ACTION, CLAIMS, DEMANDS, LIABILITIES, JUDGMENTS, SUITS, FINES, ASSESSMENTS, PENALTIES, ADVERSE AWARDS AND EXPENSES (WHETHER BASED UPON TORT, BREACH OF AGREEMENT, PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT, FAILURE TO PAY EMPLOYEE TAXES OR WITHHOLDINGS, FAILURE TO OBTAIN WORKER'S COMPENSATION INSURANCE, OR OTHERWISE), WHETHER KNOWN OR UNKNOWN, INCLUDING, WITHOUT LIMITATION, LEGAL AND RELATED LEGAL FEES AND EXPENSES, OF ANY KIND OR NATURE (COLLECTIVELY, "LOSSES") INCURRED BY COUNTY ARISING OUT OF, OR ON ACCOUNT OF, OR RESULTING FROM, ANY CLAIM AGAINST COUNTY TO THE EXTENT SUCH LOSSES ARISE OUT OF OR ARE CAUSED BY: (I) DELTA OR ITS SUBCONTRACTORS OR THEIR RESPECTIVE EMPLOYEES OR OTHER REPRESENTATIVE'S NEGLIGENT ACTS OR OMISSIONS; (II) DELTA OR ITS SUBCONTRACTORS OR THEIR RESPECTIVE EMPLOYEES OR OTHER REPRESENTATIVE'S INTENTIONAL OR WILLFUL MISCONDUCT; (III) DELTA OR ITS SUBCONTRACTORS OR THEIR RESPECTIVE EMPLOYEES OR OTHER REPRESENTATIVE'S BREACH OR VIOLATION OF APPLICABLE FEDERAL OR STATE LAW; (IV) BREACH OF DELTA'S OBLIGATIONS OR WARRANTIES SET FORTH IN THIS AGREEMENT; (V) DELTA OR ITS SUBCONTRACTORS OR THEIR RESPECTIVE EMPLOYEES OR OTHER REPRESENTATIVE'S DEFAULT IN THE PERFORMANCE OF, ATTEMPTED PERFORMANCE OF, OR FAILURE TO PERFORM, ITS OBLIGATIONS PURSUANT TO THIS AGREEMENT; OR (VI) ANY COMBINATION OF (I), (II), (III), (IV), AND (V).

8. **Sovereign Immunity.** THIS AGREEMENT IS EXPRESSLY MADE SUBJECT TO COUNTY'S SOVEREIGN IMMUNITY, TITLE 5 OF THE TEXAS CIVIL PRACTICES AND REMEDIES CODE, AND ALL APPLICABLE FEDERAL AND STATE LAWS. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT THE COUNTY HAS BY OPERATION OF LAW. NOTHING IN THIS AGREEMENT IS INTENDED TO BENEFIT ANY THIRD PARTY BENEFICIARY.

9. **Insurance.** Contractor shall purchase and maintain at all times such insurance at Contractor's sole cost, which will protect Contractor from all claims, including but not limited to those claims set forth below, which may arise out of Contractor's activities including the Services, whether such activities are by Contractor's employees (including Workers), agents, or contractors.

(a) *Workers Compensation* with statutory limits of liability and Employer's Liability limits in a coverage amount not less than Five Hundred Thousand (\$500,000.00);

(b) *Comprehensive General Liability* (including but not limited to bodily injury and death, broad-form property damage, products, completed operations, contractual, and premises liability) with combined single limits of not less than Two Million Dollars (\$2,000,000.00) for each occurrence and Four Million Dollars (\$4,000,000.00) in the annual aggregate, and an umbrella/excess coverage limit of not less than Five Million Dollars (\$5,000,000.00); and

(c) *Professional Liability* at all times during the term that professional services and construction of the project until two years after the services and construction have completed in a coverage amount not less than Ten Million Dollars (\$10,000,000.00); and

(d) *Automobile Liability* covering use of owned automobiles, hired automobiles and non-owned automobiles with a minimum Five Hundred Thousand Dollars (\$500,000.00) combined single limit per occurrence for bodily injury and property damage.

(e) All insurance shall be issued by insurance companies authorized to engage in business in the State of Texas and have a rating of no less than A- in the most current edition of the A.M. Best Insurance Report or the equivalent in Moody's and/or S&P (or comparable rating from a recognized insurance rating agency).

(f) *Specific Requirements.* All liability policies shall be specifically endorsed to include the County as an additional insured to the extent indemnified pursuant to this Agreement. Contractor's policies shall be primary and non-contributing over the County's policies (if any), and shall provide for severability of interests, and thirty (30) days' notice of cancellation. Any deductibles or self-insured retentions will be Contractor's responsibility. The policies must be endorsed to waive subrogation with respect to the County, its affiliates, and their respective employees. The policies must provide 30 days' notice prior to any material modification, cancellation or non-renewal of the policies.

(g) *Certificates and Notices.* Two (2) Certificates of Insurance shall be provided to the County as evidence of compliance with this requirement and any necessary policy endorsements, prior to the provision of Services under this Agreement. Contractor shall provide thirty (30) days' prior written notice to the County of any material modification, nonrenewal, or cancellation of any insurance coverage.

(h) Contractor recognizes and agrees that the County is a political subdivision of the Sovereign State of Texas and is therefore subject to the Tort Claims Act.

10. **Notices.** Any notice given under this Agreement shall be in writing and will be deemed given on (a) the third business day after being deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested; (b) the first business day after being

sent by a recognized national overnight courier service; or (c) on the date personally delivered, with signed acceptance thereof by the person designated below in either case properly addressed to the other party at the address set forth below, or at such other address as such party will specify from time to time by written notice delivered in accordance herewith:

If to Contractor: _____

Attn: _____

Phone: _____

Fax: _____

Email: _____

With a copy to:

Attn: _____

Phone: _____

Fax: _____

Email: _____

If to County:

B Glen Whitley
Tarrant County Judge
100 E. Weatherford St., Suite 501
Fort Worth, TX 76196

And

G. K. Maenius
County Administrator, Tarrant County
100 E. Weatherford St., Suite 401
Fort Worth, TX 76196

With a copy to:

Tarrant County District Attorney's Office, Civil Division
Attn: Chief Civil Division
Tim Curry Criminal Justice Center
401 West Belknap
Fort Worth, Texas 76196

or to such other address or to the attention of such other person as either party may designate in writing pursuant to this Section 13. Written notices shall be deemed received on the date actually delivered to the other party.

11. **Applicable Law and Venue.** The Parties agree that this Agreement is subject to, and agree to comply with, applicable local, State of Texas, and federal statutes, rules and regulations. THIS AGREEMENT BETWEEN THE PARTIES SHALL BE GOVERNED BY AND

INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, USA, WITHOUT REFERENCE TO ITS LAWS RELATING TO CONFLICTS OF LAW. Any legal action arising out of or relating to the Agreement shall be brought only in the state or federal courts located in Tarrant County, Texas, and the Parties irrevocably consent to the jurisdiction and venue of such courts.

12. **Texas Government Code Chapter 551 (“Texas Open Meetings Act” or “TOMA”)**. County is also subject to [Chapter 551](#) of the Texas Government Code (“Texas Open Meetings Act” or “TOMA”), as well as various purchasing laws and open government laws and conflicts and ethics laws, any of which may require some information to be disclosed to transact business or to comply with applicable laws. Accordingly, this Agreement shall not be read, construed, or applied in any manner to require County to violate any law or to preclude County from any disclosure, response, report, or other publication of any information required by law or by lawful authority. Notwithstanding any language herein, this Agreement and all attachments hereto is open to the public, and all Parties, by signing this Agreement, expressly agree and hereby give their written consent that this Agreement may be agendized for public action of the Tarrant County Commissioners Court in the manner that all agreements and contracts are considered, including the provision of an explanation of the purpose of the agreement in the publicly posted Commissioners Court communication and a full copy of the Agreement may be posted online and is public. Public deliberation pursuant to TOMA is also expressly approved, so that this Agreement may be made in lawful compliance with applicable laws.

13. **Texas Government Code Chapter 552 (“Texas Public Information Act” or “TPIA”)**. The County advises Contractor that the County is a governmental body under [Chapter 552](#) of the Texas Government Code and that certain information that is collected, assembled, or maintained in connection with the transaction of official business by a governmental body is considered public information potentially subject to disclosure pursuant to a valid Texas Public Information Act (“TPIA”) request. Contractor’s trade secrets, certain financial information, and proprietary information may be subject to an exception to disclosure under Chapter 552 of the Texas Government Code, Subchapter C. If a TPIA request is made on the County to disclose Contractor information that may be subject to an exception from disclosure, County will (i) promptly notify Contractor of such request for disclosure, and (ii) decline to release such information and file a written request with the Texas Attorney General’s office seeking a determination as to whether such information may be withheld.

14. **Chapters 2271, 2252, and 2274 Texas Government Code Verification.**

(a) *Boycott of Israel Prohibited.* In compliance with Section [2271.001](#) et seq. of the Texas Government Code, Contractor verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Agreement. “Boycott Israel” is defined in Section [808.001\(1\)](#) of the Texas Government Code.

(b) *Scrutinized Business Operations Prohibited.* In compliance with Section [2252.151](#) et seq. of the Texas Government Code, Contractor warrants and represents that: (1) neither Contractor nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither Contractor nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither Contractor nor any of its affiliates engages in scrutinized business operations with designated foreign terrorist

organizations. “Scrutinized business operations in Sudan” is defined in Section [2270.0052](#) of the Texas Government Code. “Scrutinized business operations in Iran” is defined in Section [2270.0102](#) of the Texas Government Code. “Scrutinized business operations with designated foreign terrorist organizations” is defined in Section [2270.0152](#) of the Texas Government Code. Contractor further represents and warrants that neither Contractor nor any of its affiliates appears on any of the Texas Comptroller’s [Scrutinized Companies Lists](#).

(c) *Boycott of Certain Energy Companies Prohibited.* In compliance with Section [2274.002](#) of the Texas Government Code (added by 87th Legislature, S.B. 13), Contractor verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. “Boycott energy company” is defined in Section [809.001\(1\)](#) (added by 87th Legislature, S.B. 13) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

(d) *Discrimination against Firearm Entities or Firearm Trade Associations Prohibited.* In compliance with Section [2274.002](#) of the Texas Government Code (added by 87th Legislature, S.B. 19), Contractor verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade association. “Discriminate against a firearm entity or firearm trade association” is defined in Section [2274.001\(3\)](#) (added by 87th Legislature, S.B. 19) and means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term *does not include*: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.

15. **Compliance with Law.** Each party shall comply with the provisions of all applicable laws relating to the performance of its obligations under this Agreement. Each party is responsible for obtaining its own legal advice concerning its compliance with applicable laws.

16. **Prohibition of Political Activity.** None of the funds provided under this Agreement shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent the Parties’ compliance with the Texas

Public Information Act. No funds provided under this Agreement may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government, the State of Texas, or the government of the United States. None of the funds provided under this Agreement shall be paid to any official or employee who violates any of the provisions of this Section.

17. **Federal Debarred Vendor**. No products or services utilizing Federal funds may be procured from contractors that are listed (debarred or otherwise suspended) on System for Award Management (SAM) formerly known as the Federal Excluded Parties List. Government requirements for non-procurement suspension and debarment are contained in the OBM guidance 2 CFR, part 180 that implements Executive Orders 12549 and 12689 Debarment and Suspension. County reserves the right to terminate this Agreement if Contractor is found to be suspended, ineligible or debarred as outlined herein.

18. **Form 1295 Certificate of Interested Parties**. Contractor acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the Form 1295 electronically filed with the Texas Ethics Commission, at <https://www.ethics.state.tx.us/filinginfo/1295/>, as required by law, and that the attached signed copy attached as **Exhibit E** is a full and true copy of said filed form.

19. **Conflict of Interest**. Contractor assures that it is in compliance with the requirements of [Chapter 176](#) of the Texas Local Government Code and has filed or will promptly file the Conflict of Interest Questionnaire (CIQ Form) with the Tarrant County Clerk no later than the 7th business day after the date Contractor becomes aware of facts that require the form to be filed. Completed forms are to be sent to:

Tarrant County Clerk
100 West Weatherford Street, Room 130
Fort Worth, Texas 76196

20. **Equal Opportunity**. Contractor is an Equal Opportunity and Affirmative Action employer.

21. **Fair Labor Standards Act**. Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend and hold harmless the County and its Commissioners Court, County Judge, elected officials, its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which the County may be found jointly or solely liable.

22. **Salaries and Expenses of Vendor Employees**. Contractor shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the Agreement. Contractor further agrees to comply with all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this Agreement.

23. **Title VI Assurances and Compliance.** This Agreement is subject to applicable federal and state laws and executive orders, including the Fair Labor Standards Act of 1938, relating to equal opportunity and nondiscrimination in employment. Neither Contractor nor its agents or subcontractors shall discriminate in their employment practices against any person by reason of disability, age, race, creed, national origin, color, religion, sex, political affiliation, or veteran status. In addition, Contractor assures that no person will, on the grounds of disability, age, race, creed, national origin, color, religion, sex, political affiliation, or veteran status, be excluded from, be denied the benefit of or be subjected to discrimination under any program or activity funded in whole or in part under this Agreement. Contractor agrees to comply, and to cause its agents and subcontractors to comply, with the provisions of said laws and orders to the extent any such laws and orders are applicable in the performance of this Agreement. Contractor agrees to comply with its Title VI assurances contained in **Exhibit G** which is attached hereto and incorporated herein by reference.

24. **Collusion.** Contractor expressly warrants and certifies that neither Contractor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in conjunction with the competitive bidding process for this Agreement or this Agreement itself.

25. **Use of Name.** Each party shall use the other party's name, logo and trademark only in the manner specified by the other party in writing, or as expressly permitted by this Agreement.

26. **Assignment.** Neither this Agreement nor any of the rights or obligations of either of the parties hereto may be assigned or transferred without the prior written consent of both parties hereto, except as expressly authorized herein.

27. **Severability.** Should any provision of this Agreement be declared invalid, the remaining provisions shall remain in full force and effect.

28. **Entire Agreement; Amendment.** This Agreement (i) represents the entire understanding and agreement of the Parties hereto with respect to the matters contained herein, and (ii) may be amended, modified or waived only by a separate writing executed by the Parties expressly so amending, modifying or waiving this Agreement.

29. **Binding Agreement.** This Agreement binds and inures to the benefit of the Parties, and their respective successors and permitted assigns.

30. **Headings and Captions.** The subject headings of the sections, paragraphs, and subparagraphs of this Agreement are included herein solely for the purposes of convenience and reference, and shall not be deemed to explain, modify, limit, amplify, or aid in the meaning, construction, or interpretation of any of the provisions of this Agreement.

31. **Construction.** This Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

32. **No Third Party Beneficiary Status.** The terms and provisions of this Agreement are intended solely for the benefit of each Party hereto and their respective successors or permitted assigns, and it is not the intention of the Parties to confer third party beneficiary rights upon any other Person.

33. **Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THIS AGREEMENT OR IN CONNECTION WITH THE USE OF THE SERVICES.

34. **Authority to Agreement.** County hereby represents and warrants that it has obtained due and proper authority to enter into this Agreement through its governing body. The person or persons signing and executing this Agreement on behalf of Contractor, or representing themselves as signing and executing this Agreement on behalf of Contractor, do hereby warrant and certify that he, she, or they have been duly authorized by Contractor to execute this Agreement on behalf of Contractor and to validly and legally bind Contractor to all terms, conditions and provisions herein set forth.

35. **Electronic Signatures; Facsimile and Scanned Copies; Duplicate Originals; Counterparts; Admissibility of Copies.** Each Party agrees that: (i) any electronic signature (if any), whether digital or encrypted, to this Agreement made by any Party is intended to authenticate this Agreement and shall have the same force and effect as an original manual signature; and (ii) any signature to this Agreement by any Party transmitted by facsimile or by electronic mail shall be valid and effective to bind that Party so signing with the same force and effect as an original manual signature. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile or electronic transmission, will have the same effect as physical delivery of the paper document bearing an original or electronic signature. This Agreement may be executed in multiple duplicate originals and all such duplicate originals shall be deemed to constitute one and the same instrument. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to constitute a single instrument. The Parties warrant and represent that a true and correct copy of the original of this Agreement shall be admissible in a court of law in lieu of the original Agreement for all purposes of enforcement hereof.

36. **Attachments.** The following documents are attached to this Agreement and made a part hereof:

- (a) *Exhibit A. Scope of Services*
- (b) *Exhibit B. Pricing Sheet*
- (c) *Exhibit C. Design-Build Contractor Document Drawings*

(d) *Exhibit D.* Title VI Assurances and Compliance Policy

(e) *Exhibit E.* Form 1295

(f) *Exhibit F.* County's Request for Qualifications / Request for Proposal (RFP/RFQ) No. XXXX-XXX

(g) *Exhibit G.* Contractor's Response to County's Request for Qualifications / Request for Proposal (RFP/RFQ) No. XXXX-XXX

(h) *Exhibit H.* Any exhibits attached hereto, conditions of the Agreement (special, supplementary and other conditions), all addenda issued prior to execution of this Agreement and all modifications issued subsequent thereto.

To the extent of an ambiguity among the various documents, this signed Agreement prevails. These documents collectively form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated herein.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, in duplicate originals with one original being delivered to each Party, to be effective on the Effective Date.

COUNTY OF TARRANT
COUNTY

CONTRACTOR

(SIGNATURE)

(SIGNATURE)

BY: B. Glen Whitley

BY: _____

TITLE: County Judge

TITLE: _____

Date: _____

Date: _____

*Approved as to Form:

Certification of Funds A

Criminal District Attorney's Office

S. Renee Tidwell
Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

EXHIBIT A
Scope of Services

EXHIBIT B
Price Sheet

EXHIBIT C
Document Drawings

EXHIBIT D
Title VI Assurances and Compliance Policy

A. ASSURANCES

During the performance of this Agreement, Delta Dental Insurance Company, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Term of the er Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor’s obligations under this r Agreement and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor’s noncompliance with the Nondiscrimination provisions of this Agreement, the Recipient will impose such Agreement sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the Agreement until the Contractor complies; and/or

b. canceling, terminating, or suspending the Agreement, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include provisions analogous to paragraphs one through six in every subcontract.

B. NONDISCRIMINATION AUTHORITIES

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees, to the extent applicable to Contractor and the services provided under the Agreement to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

C. REPRESENTATIONS/WARRANTIES

The Contractor also makes the following representations and warranties to Tarrant County:

1. It has taken the steps necessary to effectuate Title VI requirements.
2. Disadvantaged business enterprises are afforded equal opportunity to submit bids/proposals as sub-contractors or sub-consultants and will not be discriminated against on the grounds of race, color, sex, age, disability, religion, veteran status, or national origin in consideration of a selection or award.
3. Neither Contractor or any subcontractors or sub-recipients that will participate in activities to be funded as a result of this Agreement/bid/solicitation, are listed on the debarred list due to violations of Title VI or VII of the Civil Rights Act of 1964, nor are any proposed Parties to this Addendum and Employer Agreement, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment or disqualification.

D. TITLE VI COMPLAINTS

Any person who, based on race, religion, color, national origin, sex, age, or disability believes that he/she has been excluded from participation in, denied benefits or services of any program or activity administered by Tarrant County or its sub-recipients, consultants and contractors may bring forth a discrimination complaint under Title VI. Only complaints based on the complainant's protected status will be considered under Title VI. The complainant may file a signed, written complaint up to **180 calendar days** from the date of the alleged act of discrimination or the date the person(s) became aware of the alleged act(s) of discrimination. Complaints must be in writing and signed by the complainant and/or the complainant's representative. Complaints must be filed with the Tarrant County Title VI Coordinator at the following address:

Tarrant County Human Resources Department
ATTN: Director of Human Resources and Title VI Coordinator

Records Building
500 Elm Street, Suite 4100
Tarrant, Texas 75202
(214) 653-7638 (phone)
(214) 653-7608 (fax)

A copy of the Tarrant County Title VI Non Discrimination Plan and Documents, and complaint forms, may be obtained at

https://www.Tarrantcounty.org/Assets/uploads/docs/human-resources/TitleVI_Non-DiscriminationPlan_121218.pdf

And

https://www.Tarrantcounty.org/departments/HR/title_vi.php

Or at the physical address listed above.

A complainant may also contact the Federal Coordination and Compliance Office, Civil Rights Division at the Title VI Hotline: 888-TITLE-06 (888-848-5306) or send a letter to: U.S. Department of Justice Civil Rights Division Federal Coordination and Compliance Section, NWB 950 Pennsylvania Avenue, N.W. Washington, D.C. 20530. More information on Title VI is available from the Justice Department online at www.justice.gov.

Contractor shall comply with all reasonable requests made in the course of an investigation of Title VI and these assurances by Tarrant County, the Texas Department of Transportation, the US Department of Transportation, the US Department of Justice, or any other federal or state agency. Failure to comply with such reasonable requests will be deemed a breach of this Agreement/bid/solicitation.

E. ENFORCEMENT

The Contractor affirmatively acknowledges that it will be subject to Title VI, and implementing regulations, and any enforcement measures therein. In addition to any enforcement action by Tarrant County, the Contractor acknowledges that the United States and the State of Texas has a right to seek judicial enforcement with regard to any matter arising under Title VI, including the assurances herein.

[Remainder of Page Intentionally Left Blank]

Contractor's Full Name:

Signature, Authorized Representative of Contractor

Date

Name and Title

EXHIBIT E
Form 1295

EXHIBIT F
County's Request for Qualifications / Request for Proposal (RFP/RFQ) No. XXXX-XXX

EXHIBIT G

**Contractor's Response to County's Request for Qualifications / Request for Proposal (RFP/RFQ)
No. XXXX-XXX**

SAMPLE

**STATUTORY PAYMENT BOND PURSUANT TO
CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE**

(Penalty of this bond must be 100% of Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____
(hereinafter call the "Principal"), as Principal, and _____

_____ a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ (hereinafter called the "Surety"), as Surety, are held and firmly bound unto _____

_____ (hereinafter called the "Obligee), in the amount of _____ Dollars (\$) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly, severally, and firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20____, to _____

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, and all liabilities on this bond to all such claimants shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copies at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20_____

WITNESS

_____ (Seal)
_____ (Seal)

(If Individual or Firm)

ATTEST: _____ (Seal)
_____ (Seal)
(Principal)

(If Corporation)

_____ (Seal)
(Surety)

_____ by _____ (Seal)

SAMPLE

**STATUTORY PERFORMANCE BOND PURSUANT TO
CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE**

(Penalty of this bond must be 100% of Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____
(hereinafter call the "Principal"), as Principal, and _____

_____ a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ (hereinafter called the "Surety"), as Surety, are held and firmly bound unto _____

_____ (hereinafter called the "Obligee), in the amount of _____ Dollars (\$_____). For the payment whereof, the said Principal and Surety bond themselves, and their heirs, administrators, executors, successors and assigns, jointly, severally, and firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20____, to _____

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, and all liabilities on this bond to all such claimants shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copies at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20_____.

WITNESS

_____ (Seal)

_____ (Seal)

(If Individual or Firm)

ATTEST: _____ (Seal)

(Principal) (Seal)

(If Corporation)

(Surety) (Seal)

_____ by _____ (Seal)

SAMPLE

MAINTENANCE BOND

(Penalty of this bond must be 100% of Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____, whose address is _____
_____, as PRINCIPAL, and _____ whose address
is _____ a CORPORATION organized and
existing under the laws of the State of Texas, and fully authorized to transact business in the State of
Texas, as Sureties, do hereby expressly acknowledge ourselves to be held and bound to pay unto Tarrant
County, hereinafter called COUNTY, the sum of _____
(\$_____) which is one-hundred percent (100%) of said contract amount in lawful money of
the United States, for the payment of which sum will and truly to be made unto said Tarrant County, and its
successors, said PRINCIPAL AND SURETIES do hereby bind ourselves, our heirs, executors,
administrators, their assigns and successors, jointly and severally, firmly by these presents. This bond shall
automatically be increased by the amount of any Change Order or Supplemental Agreement which
increases the Contract price, but in no event shall a Change Order or Supplemental Agreement which
reduces the Contract price decreases the sum of this Bond.

THIS obligation is conditioned, however, that whereas said _____ has this
_____ day of _____, 2021, entered into a written Contract with the said COUNTY for
Off-System Bridge Repairs Project in Tarrant County, which Contract and the Plans and Specifications
therein mentioned adopted by the COUNTY, are hereby expressly made a part thereof as though the same
were written and embodied herein.

WHEREAS, said Contract was entered into pursuant to the requirements of the COUNTY, and
WHEREAS, in said Contract, CONTRACTOR binds itself to use of materials and methods of construction
such that all improvements including but not limited to the construction of Off-System Bridge Repairs
Project will be initially completed free of perceptible defects and will remain in good repair and condition
and free of perceptible defects for and during the period of two (2) years after the date of acceptance of the
completed improvements by the COUNTY, and

WHEREAS, said CONTRACTOR binds itself to construct said improvements in such a manner and obtain
inspection approvals in proper sequence as are required to obtain acceptance by the COUNTY and to
repair or reconstruct the said improvements in whole or in part at any time within said two (2) years period
to such an extent as the COUNTY deems necessary to properly correct all defects except those which have
been caused by circumstances and conditions occurring after the time of construction over which the
CONTRACTOR had no control and which are other than those arising from defect of construction by the
CONTRACTOR; and,

WHEREAS, after the acceptance of the improvements by the COUNTY, said CONTRACTOR binds itself,
upon receiving notice from the COUNTY of the need thereof to repair or reconstruct said improvements and
if the CONTRACTOR fails to make the necessary corrections, within ten (10) days after being notified, the
COUNTY may do or have done all said corrective work and shall have recovery hereon for all expenses
thereby incurred.

WHEREAS, under the Plans and Specifications, and Contract, it is provided that the CONTRACTOR will
maintain and keep in good repair the work herein contracted to be done and performed for a period of two
(2) years from the date of acceptance; it being understood that the purpose of this section is to cover all
defective conditions arising by reason of defective material, work, or labor performed by said
CONTRACTOR; and in case the said CONTRACTOR shall fail to do so, within ten (10) days after being
notified, it is agreed that the COUNTY may do said work and supply such materials, and charge to same
against the said CONTRACTOR, AND SURETIES, on this obligation.

NOW THEREFORE, if the said CONTRACTOR, shall keep and perform its said agreement to maintain said work and keep the same in repair for the said maintenance period of two (2) years, as provided, then these presents shall be null and void, and have no further effect, but if default shall be made by the said CONTRACTOR in the performance of his contract to so maintain and repair said work, then these presents shall have full force and effect, and said COUNTY shall have and recover from said CONTRACTOR and SURETIES damages in the premises, as provided, and it is further agreed that this obligation shall be a continuing one against the PRINCIPAL and SURETIES hereon, and that successive recoveries may he had thereon for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner - affected from any cause during said time.

PROVIDED FURTHER, that if any legal action be filed upon this Bond, exclusive venue shall lie in Tarrant County, State of Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the term of the Contract or to the Work to be performed thereunder or the specifications accompanying the same shall in anyway affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident agent in Tarrant County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Texas Insurance Code.

IN WITNESS WHEREOF, the said _____ has caused these presents to be executed by them; and the said _____ has caused these presents to be executed by its ATTORNEY-IN-FACT _____ and the said ATTORNEY-IN-FACT _____ has hereunto set his hand this the _____ day of _____, 2022.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 2022.

Principal

Surety

By _____

By _____

Title _____

Title _____

Address _____

Address _____

The name and address of the Resident Agent of Surety is:

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: _____

Job No.: _____

On receipt by the signer of this document of a check from Tarrant County (maker of check) in the sum of \$ _____ payable to _____ (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Tarrant County (owner) located at _____ (location) to the following extent: _____ (job description).

As of the date of my signature, I, _____, know of no pending modifications, no changes, nor other items furnished for which the owner or the contractor has not provided compensation.

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Tarrant County (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date _____

_____ (Company name)

By _____ (Signature)

_____ (Title)

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____.

Notary Public in and for the
STATE OF TEXAS

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project: _____

Job No.: _____

On receipt by the signer of this document of a check from Tarrant County (maker of check) in the sum of \$_____ payable to _____ (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Tarrant County (owner) located at _____ (location) to the following extent: _____ (job description).

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to Tarrant County (person with whom signer contracted).

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

As of the date of my signature, I, _____, know of no pending modifications, no changes, nor other items furnished for which the owner or the contractor has not provided compensation.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in up to the date of this waiver and release.

Date _____

_____ (Company name)

By _____ (Signature)

_____ (Title)

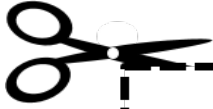
STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____.

Notary Public in and for the
STATE OF TEXAS

Please cut out and affix to the outside of your response package



**TARRANT COUNTY
SEALED BID/PROPOSAL/RESPONSE**

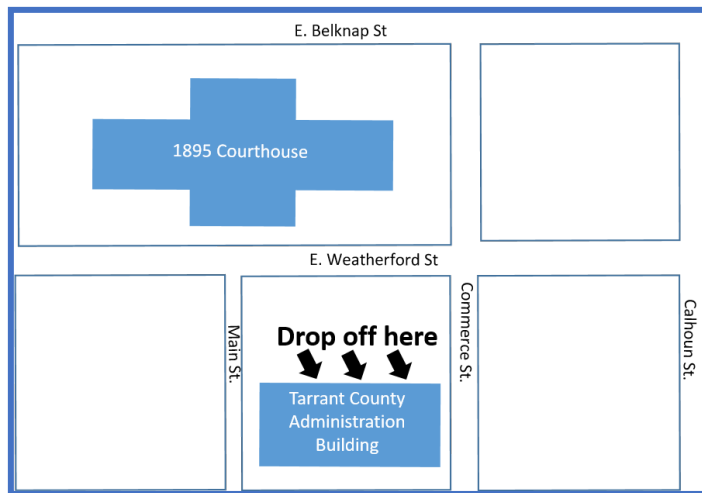
**RFQ/
RFP No. 2023-021**

**RFQ AND RFP FOR DESIGN BUILD CONSTRUCTION OF BENTLEY
BRIDGE DRIVE**

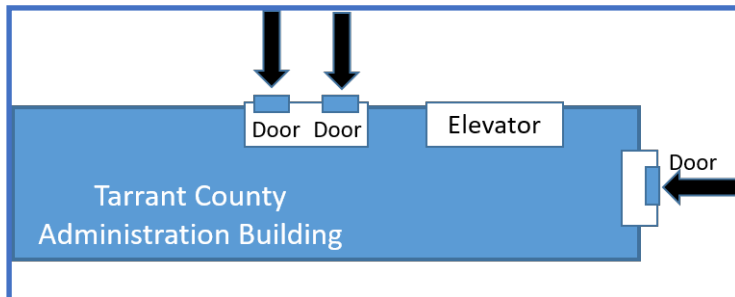
Due Date: RFQ DUE NOVEMBER 7, 2022 at 2:00 PM. CST

**Tarrant County Administration Building
ATTN: Purchasing Department
100 E. Weatherford St., Third Floor, Suite 303
Fort Worth, Texas 76196-0104**

Street View



Building View



Please cut out and affix to the outside of your response package



**TARRANT COUNTY
SEALED BID/PROPOSAL/RESPONSE**

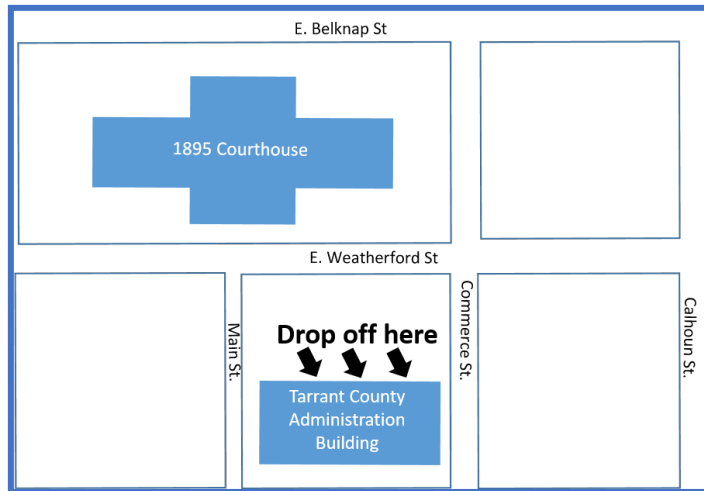
**RFQ/
RFP No. 2023-021**

**RFQ AND RFP FOR DESIGN BUILD CONSTRUCTION OF BENTLEY
BRIDGE DRIVE**

Due Date: RFP DUE NOVEMBER 30, 2022 at 2:00 PM. CST

**Tarrant County Administration Building
ATTN: Purchasing Department
100 E. Weatherford St., Third Floor, Suite 303
Fort Worth, Texas 76196-0104**

Street View



Building View

