

Company Name:

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

CHRIS LAX, CPSM, CPSD, CPCP ASSISTANT PURCHASING AGENT

RFP NO. 2023-041

REQUEST FOR PROPOSALS FOR ANNUAL CONTRACT FOR PROJECT MANAGEMENT FOR CONSTRUCTION SERVICES

PROPOSALS DUE NOVEMBER 28, 2022 2:00 P.M. CST

RFP NO. 2023-041

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

PRE-PROPOSAL CONFERENCE

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

DATE: THURSDAY, NOVEMBER 10, 2022

TIME: 2:00 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 RFP documents. Please download and print prior to meeting.

RSVP: Vendors planning to attend the 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, Wednesday, November 9, 2022. Confirmed receipt by Tarrant County of this email is required.

Questions from respondents will be addressed at the pre-proposal 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.

Tarrant County is soliciting proposals for its RFP FOR ANNUAL CONTRACT FOR PROJECT MANAGEMENT FOR CONSTRUCTION SERVICES for the FACILITIES MANAGEMENT DEPARTMENT.

Original and Three (3) Copies

OF

COMPLETED 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 28, 2022 AT 2:00 P.M.

All proposals are due in the Tarrant County Purchasing Department by the due date in sealed envelopes or boxes. All proposals must be clearly marked with the Proposal Number, the name of the company submitting the proposal package, and date and time of opening on the outside of the envelope/box and/or Air Bill/Delivery Receipt. The original proposal must be clearly marked "ORIGINAL" and contain all original signatures. "No-Bid" response to be returned on the form included in the section under Forms.

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

Proposals 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, Proposals 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 Tarrant County Commissioners Court.

Tarrant County is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in this proposal. Tarrant County is not exempt from Surplus Lines Tax or Texas Stamping Tax.

Tarrant County reserves the right to accept or reject in part or in whole any proposals submitted and to waive any technicalities for the best interest of Tarrant County.

No oral explanation or instructions will be given by Tarrant County officials or employees in regard to the meaning of the proposal specifications 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 specifications should be directed in writing, via fax or via email, to:

ELIZABETH PIETZSCH, CPCM, SENIOR CONTRACTS ADMINISTRATOR

Fax: 817-884-2629

Email: <u>BidQuestions-RSVP@tarrantcounty.com</u>

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

The deadline for receipt of all questions is 12:00 p.m., CST, Monday, November 14, 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 RFP number **or** include the RFP cover page.

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

All Proposal 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 designated response forms that have been provided. Unless deviations are specifically stated herein, benefits will be provided according to the specifications at no additional charge.

The Proposal is issued in compliance with the County Purchasing Act, Section 262.030. Negotiations may be conducted with responsible Respondent(s) who submit Proposals determined to be reasonably susceptible of being selected for award.

It is the Respondent's sole responsibility to print and review all pages of the Proposal document, attachments, questions and responses, addenda and special notices. The Signature Form must be signed and returned. Failure to provide a signature on this form renders the 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.

<u>CONFIDENTIALITY</u>: Any material that is to be considered confidential in nature must be clearly marked as such and may be treated as confidential to the extent allowable in the Texas Public Information Act. <u>Pricing information is not considered confidential</u>. Trade secrets or confidential information <u>MUST</u> be placed in a separate envelope marked "<u>CONFIDENTIAL INFORMATION</u>." and <u>EACH PAGE</u> must be marked "<u>CONFIDENTIAL INFORMATION</u>." Tarrant County will make every effort to protect these papers from public disclosure as outlined in Texas Local Government Code, Section 262.030(c).

The Texas Public Information Act gives the public the right to request access to government information, subject to certain narrow exceptions. Tarrant County is an entity subject to this Act. Therefore, please be advised that your company's declaration that certain information submitted in response to a Proposal is "confidential" will not be treated as such if Tarrant County receives a request for a copy of the Proposal. Tarrant County will, of course, make every effort to inform your company of such a request and to provide you with an opportunity to object to the release of any proprietary information per the procedure outlined in Texas Government Code Section 552.305. Notice to your company under Section 552.305 may be sent via either certified mail or e-mail using the contact information provided by you on the signature form. Please be advised that Tarrant County cannot and will not make an agreement to withhold information from the public contrary to Tarrant County's responsibilities under the Act.

Additionally, to the extent your proposal is incorporated into the contract, the proposal will become an official record available for public inspection.

Proposals shall be opened to avoid disclosure of contents to competing Respondents and kept secret during the process of negotiation. All Proposals 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 proposals and identified as such.

All proposals shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of the proposal. Tarrant County review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials, or service. Proposals which call for payment before thirty (30) days from receipt of invoice, or cash discounts given on such payment, will be considered only if, in the opinion of the Tarrant County Purchasing Agent, the review, inspection, and processing procedures can be completed as specified.

<u>Invoices</u> shall be sent directly to the Tarrant County Auditor's Office, Attention: Accounts Payable, 100 East Weatherford, Room 506, Fort Worth, Texas 76196, or email to <u>SAP-invoices@tarrantcounty.com</u>. In accordance with the Prompt Payment Act, it is the intention of Tarrant County to make payment on completed orders within thirty (30) days after receipt of invoice or items; whichever is later, unless unusual circumstances arise. **Invoices must be fully documented as to labor, materials, and equipment provided and must reference the Tarrant County Purchase Order Number in order to be processed. No payments shall be made on invoices not listing a Purchase Order Number.**

<u>Continuing non-performance</u> 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. The Vendor will be given a reasonable opportunity before termination to correct deficiencies. This, however, shall in no way be construed as negating the basis for termination for nonperformance.

The <u>contract may be terminated</u> by either party upon written thirty (30) day notice prior to cancellation.

Proposals will be considered non-responsive if they show any omissions, alteration of form, additions or conditions not called for, or inconsistency of any kind. However, Tarrant County reserves the right to waive any inconsistencies and to make an award in the best interest of Tarrant County.

Proposals may be deemed non-responsive, among other reasons, for any of the following specific reasons:

- 1. Proposals containing any inconsistencies.
- Unbalanced value of any items.

Respondents may be disqualified and their proposals 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 proposal for the work contemplated.
- 3. The Respondent being interested in any litigation against Tarrant County.
- 4. The Respondent being in arrears on any existing contract or having defaulted on a previous contract.
- 5. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- 6. Uncompleted work that 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. Respondent's past performance record with Tarrant County.
- 9. Limited competition.

Due care and diligence have been used in the 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.

The successful Vendor 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.

<u>Audit Clause</u>: The Vendor must agree that Tarrant County will, until the expiration of twelve (12) months after final payment under this agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records (hard copy, as well as computer generated data) of the Vendor involving those transactions related to this solicitation. The vendor must agree that Tarrant County will have access during normal working hours to all necessary facilities, staff and workspace in order to conduct audits. Tarrant County will provide the Vendor with reasonable advance notice of intended audits. The Vendor must provide records within ten (10) business days or a mutually agreed upon timeline.

TO THE EXTENT PERMITTED BY LAW, RESPONDENT 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) RESPONDENT'S BREACH OF ANY OF THE TERMS OF PROVISIONS OF THIS AGREEMENT OR (II) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF RESPONDENT, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, RELATED TO THE PERFORMANCE OF THIS AGREEMENT.

THE SUCCESSFUL RESPONDENT(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.

RESPONDENT(S) WILL PREPARE PAYROLL CHECKS, MAKE ALL NECESSARY DEDUCTIONS AND PAY ALL TAXES AND MAINTAIN INSURANCE REQUIRED BY FEDERAL, STATE, AND LOCAL LAWS. RESPONDENT ACCEPTS FULL RESPONSIBILITY FOR THE PAYMENT OF WAGES, COMPENSATION, OVERTIME AND BENEFITS TO PERSONNEL. RESPONDENT 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.

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

- 1. <u>CONTRACT TERMS</u>: Vendor(s) will be awarded a twenty-four (24) month contract, effective from date of award or notice to proceed as determined by Tarrant County Purchasing. At Tarrant County's option and approval by the Vendor, the contract may be renewed for two (2) additional twelve (12) month periods, as further explained in Renewal Options. **Prices must remain firm for the entire contract.**
- 2. RENEWAL OPTION: Tarrant County reserves the right to exercise an option to renew the contract of the Respondent for two (2) additional twelve (12) month periods, provided such option is stipulated in the Special Conditions and agreed upon by both parties. If Tarrant County exercises the right in writing, the Vendor must update and submit any documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These required documents must be in force for the full period of the option. If the updated documents are not submitted by the Vendor in complete form within the time specified, Tarrant County may rescind its option and seek a new solicitation.
- 3. <u>SECONDARY/ALTERNATE AWARD</u>: Secondary or Alternate Vendors serve in a backup capacity only. In the event the Primary is unable to honor the terms and conditions of the contract, the Secondary Vendor(s) may be called. If the Secondary Vendor is unable to honor the terms and conditions of the contract the Alternate Vendor(s) may be called. The Primary Vendor is the first contact. Use of the Secondary or Alternate Vendor(s) must be approved, in writing, by the Tarrant County Purchasing Agent or his designee in compliance with Texas Local Government Code 262.027(g).
 - A. In the event the Secondary or Alternate Vendors are called upon, they will offer the materials and services at their awarded price(s), or better. Any attempt to increase their awarded price(s) may cause the removal of the Vendor from the contract. Calling upon the Secondary or Alternate Vendors does not necessarily affect the status of any awarded Vendor, including the Primary Vendor.
 - B. If a Secondary or Alternate Vendor represents themselves as the Primary Vendor without written authorization from the Tarrant County Purchasing Agent, or his designee, the Secondary or Alternate Vendor may be removed from the contract.

C.	Would you, as the Vendor, be willing to accept a Secondary or Alternate Award
	based on the above?

Yes	No

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

4. MINIMUM INSURANCE REQUIREMENTS:

- A. Vendor 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 <u>approved by</u> Tarrant County.
 - 1) Workers' Compensation/Employer's Liability
 - a. Worker's Compensation statutory
 - b. Employer's Liability \$500,000
 - 2) Commercial General Liability:
 - a. Bodily Injury/Personal Injury/Property Damage
 \$1,000,000 per occurrence/\$2,000,000 aggregate
 - Auto Liability:
 - a. Combined Single Limit (CSL) \$500,000 per occurrence
- 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) day 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 Proposal number for which the insurance is being supplied.
 - 5) The Respondent 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) The Respondent is responsible for making sure any subcontractor(s) performing work under this agreement has the required insurance coverage(s) and supplies Tarrant County with the proper documents verifying the coverage.

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

5. 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.
 - 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.
 - Award of a contract could be affected by the Vendor's refusal to agree to these terms.
 - Failure of the Vendor to supply personnel who pass a Criminal Background Check could affect the award of the contract or could result in the 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 the duration of the contract.

6. 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.

3. **Data**

All Tarrant County data will remain in the 48 contiguous United States at all times.

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

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.).

7. SPECIAL REQUIREMENTS DUE TO FUNDING THROUGH STATE AND LOCAL FISCAL RECOVERY FUNDS (SLFRF) THROUGH THE AMERICAN RESCUE PLAN ACT (ARPA)

- A. Because this solicitation is wholly or partially funded by SLFRF through ARPA, there are additional vendor requirements:
 - The contract between the two parties must include Attachment A, Compliance with State Law & Federal Law, Regulations, and Executive Orders Form.
 - 2. All requirements of the US Department of Treasury's Final Rule and Compliance and Reporting Guidance must be met.

STATEMENT OF WORK

I. <u>INTRODUCTION:</u>

- A. Tarrant County would like to invite interested parties to submit proposals for Construction Project Management Services in the following two (2) capacities:
 - Capital Improvement Program for 2022 American Rescue Plan Act (ARPA) Improvement Program
 - a. Tarrant County is embarking on a multi-year, \$106 million capital improvement program. The County will develop an integrated management team to oversee and manage the program. The awarded vendor would supply individuals and resources as necessary to staff key positions within the County's management organization and to supply resources as necessary to effectively manage the capital program. The firm selected shall be responsible for managing one (1) or more design and construction projects over a period of time that may exceed four (4) years. The County reserves the right to add, delete, or modify projects during the term of this agreement.
 - 2. Indefinite Delivery/Indefinite Quantities (IDIQ)
 - a. Tarrant County Facilities Management Department is responsible for the real property improvements of Tarrant County facilities. From time to time, the department may require project management services to supplement existing project management staff. Projects can range from \$5,000 to \$20 million. Project scope can range from existing building renovations to construction of new buildings.
- B. The entire agreement between Tarrant County and the Project Management Firm shall include the complete RFP, any addenda, the complete response of the responding firm, any additional information or presentations delivered by the responding firms during the course of contract negotiations, and the negotiated and fully executed contract.

II. BACKGROUND:

- A. As part of the ARPA, Tarrant County received \$53 million for infrastructure improvement projects. Projects being proposed in the infrastructure improvement program include the following:
 - 1. Plaza Building TCFM/Transportation 3rd Floor Finish out.
 - 2. Tim Curry Criminal Justice Center Installation of Four (4) New Elevators
 - Mental Health Diversion Center Phase II Build Out.
 - 4. 350 W. Belknap Building 3rd and 4th Floor Renovation.
 - 5. Tim Curry Criminal Justice Center Magistrate Courtroom Renovation.

- 6. Resource Connection TCSO Recruitment Training Academy Restroom Remodel.
- 7. Administration Building Tax Office Renovation.
- 8. Public Health New Building.
- 9. Resource Connection Sanitary Sewer System Replacement.
- 10. Resource Connection RTU Replacement.
- 11. Corrections Center Replacement of the Building Automation Controls System.
- 12. Corrections Center Replacement of the Air Handling Units & Exhaust/Purge Fans.
- 13. Green Bay Jail Replacement of Roof Top Units.
- 14. Lon Evans Corrections Center Replacement of Four (4) New ERU Energy Wheels (Energy Recovery Units).
- 15. Administration Building Replacement of the Air Handling Units.

III. SCOPE OF SERVICES:

A. <u>Designated Project Manager</u>

- 1. The County wishes to engage a firm to provide a Designated Project Manager person(s) to manage the ARPA Infrastructure Improvement Program.
 - a. The County desires to have three (3) Designated Project Managers to manage ARPA Infrastructure improvement Projects together as a team.
 - b. The Project Management firm shall identify within its Proposal submission the individuals who shall be the Designated Project Managers for the Projects from conception through completion.
 - c. The Designated Project Managers, and not subordinate staff, **shall at all times** be directly responsible for the management of the Projects.
 - d. The Designated Project Managers shall be responsible for attending and sharing meetings of the Project team for the duration of the Project.
 - e. The Designated Project Managers shall not be replaced without the prior written consent of Tarrant County, if unforeseen circumstances arise.

- f. The scope of services include managing all activities necessary in a highly collaborative environment to meet project goals, including but not limited to:
 - identifying and prioritizing the needs of Tarrant County, users and other stakeholders; ensuring that efficiencies are maximized in all aspects.
 - ii. ensuring that all alternatives are considered, including those not currently under consideration and ultimately overseeing the implementation process, all while maintaining schedule, scope and budgets.
 - iii. Scope includes extensive communication responsibilities to keep all stakeholders informed of the projects' progress.

2. Required Qualifications of the Designated Project Coordinator

- a. The Designated Project Coordinator should have a minimum of seven (7) years recent experience working in the construction industry.
- b. The Designated Project Coordinator must be able to work effectively in a very collaborative environment. With a focus on quality customer service.
- c. The Designated Project Coordinator must be able to work with various committees and an extensive list of stakeholders to achieve expected outcomes through a team approach.
- d. Exceptional communication, interpersonal and organizational skills and computer literacy are requirements of this position.
- e. The project coordinator will handle administrative tasks for the project manager and team members to keep the project running smoothly. This may include ordering equipment and supplies, managing deadlines and workflow, and scheduling meetings and appointments.

B. <u>General Services</u>

- 1. The **Project Management Firm** will work under the direction of Tarrant County Facilities Management and is expected throughout all phases to:
 - a. Plan, manage, coordinate and control all aspects of the Project.
 - b. Direct and coordinate the efforts of the Project Team to achieve the objectives of the Project and to meet Tarrant County requirements.
 - c. Work closely with the County to foster a team environment among all members of the Project Team.
 - d. Have the ability to work independently, guided only through broad direction.

- e. Have the ability to communicate at all levels, exercising discretion and diplomacy.
- f. Become familiar with and adhere to all related to Tarrant County policies.
- g. Determine Project related applicable regulations, codes, bylaws, etc., and where necessary, work with the authorities having jurisdiction.
- h. Identify key decisions and facilitate approvals including bringing the necessary people to the table to get decisions made.
- Clearly establish the responsibilities of all parties and provide overall coordination and implement controls to ensure the Project is completed efficiently.
- j. Establish, monitor and control a program of progressive reviews including, scope, cost, schedule, and risk.
- Identify and assess scope, schedule and budget changes and make recommendations to bring into compliance with Project goals and objectives.
- I. Identify and advise Tarrant County of any potential obstacles or issues that need special attention during the Project. Assess options, recommend the preferred approach and implement as required.
- m. Regularly assess the status of the work, establish and administer quality assurance and control programs.
- n. Ensure all reports and submissions are identified and included in the Project schedule of deliverables.
- o. Implement Project data control and retrieval systems (files: digital and hardcopy) to fully track the evolution of decisions, ensure appropriate approvals are obtained and preserved, and be able to provide copies of documents within 24 hours of receiving a request. Ensure all activities, especially decisions and financial commitments, are documented, tracked and retrievable on request.
- p. Maintain proper Project records in a format acceptable to Tarrant County and turn over Project documents at the completion of the Project, and at such other times as Tarrant County may require.

C. <u>Communications and Project Status Reports</u>

1. Through all phases, the **Project Management Firm** will be responsible to maintain an open communication process and will develop such a strategy to keep all interested parties informed as to ongoing progress. This program will include, but not be limited to:

- a. Development of a Project Charter and Project Plan.
- b. Identification of all stakeholders, both internal to the County and external to the County.
- c. Develop and implement a comprehensive communications strategy throughout the Project to keep all interested parties informed of Project progress. Communication methods will include both hard copy (print materials) and digital communications (use of websites).
- d. Develop a means by which stakeholders can be promptly advised as to the status of their requests under such identifiers as - accepted, accepted with changes, rejected, deferred, etc. In addition, stakeholders are to be promptly advised of any potential or actual changes to decisions previously made where the stakeholders participated in the discussions, or where the stakeholders are affected by the decision to make a change.
- e. Identify information distribution protocols including meetings, hard document distribution, shared access networks and electronic databases, fax, email, voice mail, etc.
- f. Prepare monthly Project management reports and executive summaries (due on the 15th of each month) covering:
 - i. Budgets by activity/contract showing to date and expected.
 - ii. Committed and anticipated costs.
 - iii. Scheduled and actual progress of the work.
 - iv. Bidding and contractual issues.
 - v. Design status / construct status.
 - vi. Scope changes and scope status.
 - vii. Issues and risks.
 - viii. One month look-ahead.
 - ix. Three (3) month look-ahead.
- g. Maintain close communications with Tarrant County person to whom the Project Manager reports through regular (weekly or more frequently) meetings.

D. <u>Project Scope and Control Requirements</u>

- 1. Through all phases, the **Project Management Firm** will be responsible to:
 - a. Review all existing documentation and implement a process to better define the Project scope.
 - b. Develop a strategy and plan to control the Project scope.
 - c. Define the responsibilities of all parties and ensure that all required work has been included in the Project plan.

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- d. Implement controls and systems to verify compliance with the Project plan.
- e. Identify, monitor and assess all Project scope changes and implement change control systems.
- f. Ensure that the various elements of the Project are properly coordinated and consistent.
- g. Identify and meet Tarrant County Standards.
- h. Arrange for analysis of alternatives and/or the selected and developed design to be assessed by Tarrant County units for compliance with Space Standards.
- i. Arrange for review and approval of users' space requests by Tarrant County.

E. Organization of the Project

- Through all phases, the Project Management Firm will be responsible for organization of the Project. The Project Management Firm shall identify all required participants and identify roles and responsibilities, including:
 - a. Identify all team members required and schedule procurement of all services or personnel to ensure that the composition of the team is appropriate at each stage of the Project.
 - b. Prepare overall Project organization chart identifying all key parties, stakeholders, reporting hierarchies, roles and responsibilities.
 - c. Establish responsibility for decision making.
 - d. Ensure that the proper decision-making structures are implemented to ensure the proper progress and control of the Project.

F. Design & Contract Document Control

- 1. Through all phases, the **Project Management Firm** will be responsible to prepare and monitor the design and contract document process, including:
 - a. Attend all design meetings, monitor and control the design process.
 - b. Implement change control procedures and advise Tarrant County regarding proposed changes to the consultant's scope of work.
 - c. Monitor the development of the design and advise Tarrant County regarding cost and quality impact of alternative design solutions.
 - d. Consult with all stakeholders to identify all costs that must be captured in Project budgets, including but not limited to base construction costs, fees, contingencies (design and pricing, construction, inflation, implementation and other), new maintenance and operating equipment, new furniture, permits, costs of other services.

- e. Manage the design process in conformity with the agreed Project plan.
- f. Identify items that require early procurement.
- g. Develop, implement and manage a process to minimize changes through design consultant oversight and/or Tarrant County requests.

G. Schedule Control

- 1. Through all phases, the **Project Management Firm** will be responsible to prepare and monitor the project schedule including:
 - a. Preparation of a comprehensive and detailed master project schedule using a project management software to include the work of architects, engineers and other consultants, the construction manager, Tarrant County staff and any others involved in the Project.
 - b. Clear identification of tasks, linkages and responsibilities.
 - c. Making note of all key milestones, such as Project deliverables including design submissions, approvals, procurement and delivery of all materials and equipment, construction, commissioning, turn over and occupancy.
 - d. Monitoring and updating of the Project schedule on a monthly basis, both roll-up and detailed schedules, to reflect actual progress of the work versus the approved baseline.
 - e. Identify issues and risks related to the Project schedule, recommend and implement corrective measures.
 - f. Prepare monthly status reports identifying work that has been completed, variances in the work completed, corrective actions to be implemented and a one (1) month look-ahead noting key activities to be achieved.

H. Risk Management

- 1. Through all phases, the **Project Management Firm** will prepare and be responsible for the risk management aspects of the Project, such as:
 - a. Develop a Project risk plan, identify and quantify potential Project risks.
 - Develop risk avoidance and/or mitigation strategies for all identified risks.
 - c. Monitor risks, implement response controls and identify residual risk.

I. <u>Financial Management & Cost Control</u>

- 1. Through all phases, the **Project Management Firm** will be responsible to prepare, monitor and control all Project expenditures including:
 - a. Deliver the Project within the agreed budget.
 - b. Coordination of the value engineering exercises.
 - c. Working with Tarrant County systems and personnel, determine appropriate reporting and controlling expenditures.
 - d. Prepare projected monthly cash flows (tracking budgeted versus actual), monitor and report actual expenditures versus forecasts and submit monthly Project reports, including:
 - Client expenditures.
 - ii. Change orders & potential change orders.
 - iii. Highlight variances.
 - iv. Cash flows to date and forecast of future cash flows including expenditures.
 - e. Monitor, control and document all changes in line item allocations, cost, change orders and potential change orders during construction including:
 - Approved costs to date.
 - Forecast estimates for contractor quotation not yet resolved.
 - iii. Prepare an "Uncommitted Costs Forecast."
 - iv. Review and analyze contractor quotations, negotiate for the best value.
 - v. Track reasons for additional expenditures by approved categories.
 - f. Review and approve monthly progress billings or contractors and consultants.
 - g. The **Project Management Firm** shall sign all invoices the **Project Management Firm** approves for payment, and track payments using protocols approved by Tarrant County.
 - h. Tarrant County will sign/countersign all documents in accordance with Tarrant County protocols where the documents bind Tarrant County or commit funds, such as contracts, change orders, change directives, etc. or where the payment of funds is concerned. Such signature shall not relieve or reduce the **Project Management Firm's** responsibility for ensuring all such documents are accurate, complete and properly financially coded, filed and tracked.

 Tarrant County shall have the final authority to accept or reject any process implemented or direct the final decision on any issues with the management firm.

J. Quality Control

- 1. Through all phases, the **Project Management Firm** will be responsible to prepare and monitor the project schedule including:
 - a. Develop the overall project quality plan and ensure that team members comply with the plan.
 - b. Implement peer review or other quality control techniques as appropriate to the phase of the Project.
 - c. Review all consultant, contractor and vendor quality programs for compliance to the project quality plan.

IV. PRE-PROPOSAL CONFERENCE:

A. Attendance is highly encouraged for all firms interested in submitting proposals. This conference will be used to discuss the expected type of services and answer questions regarding this RFP.

V. **EVALUATION CRITERIA:**

- A. Tarrant County will evaluate proposals using a one-hundred (100) point system based on the below criteria and based on compliance with responsiveness to the requirements described herein, and will recommend the firms to be selected, which; in its opinion, are best suited to accomplish the required services for Tarrant County government.
- B. Evaluation will also consider adherence to specifications, qualifications, technical considerations, service experience, flexibility, cost effectiveness (to Tarrant Count and the residents), references, and services proposed, to determine the proposal that, in Tarrant County's opinion, best meet its needs.
- C. In order to receive full consideration, each proposal must offer comprehensive and through responses to all request included in the RFP. Evaluation criteria includes:
 - - a. Price score will be calculated based on the following formula:

Lowest Respondent's Price ÷ Evaluated Respondent's Price X 30

- b. All items must have a Respondent Price. This is an All or None solicitation.
- - a. Project Managers and Project Coordinators assigned to Tarrant County projects which address their relevant experience include résumés of each personnel
 - limit two (2) pages per individual

3.	Management Plan or Methodology and Approach	20 points
4.	References for similar work completed within the last	
	five (5) years	10 points
5.	TOTAL	100 points

D. **PROHIBITED COMMUNICATION**:

Any communication regarding this RFP with any Tarrant County elected official or judiciary; any member of the Evaluation Committee or any member of Tarrant County Facilities Department is strictly prohibited. Only communication methods approved in this RFP, include the pre-proposal conference and faxed questions, will be allowed.

VI. PROPOSAL SUBMISSION:

- A. Proposal submission should be prepared in a straightforward and concise manner, identifying clearly and succinctly any deviations, service enhancements, and other differences that exist between the RFP and the proposed services and features to be provided. Emphasis should be placed on responsiveness to the RFP requirements, completeness, clarity of content, and conformance to the RFP instructions.
- B. In the interest of performing a thorough and timely review of all proposals received, Tarrant County requests that all packages be submitted in the following tabbed format, with strict limitation of not to exceed fifty (50) pages as follows:
 - 1. Pages are to be 8-1/2" x 11".
 - Font size twelve (12) points.
 - 3. All pages to be one (1) sided.
 - 4. Submit each copy of response in a 3-ring binder.

NOTE: The RFP submittal should meet the specified format, be presented in a concise form, be provided in individual 3-ring binders, and clearly marked "**Original**" with three (3) additional copies. Copies should be marked as copies.

- C. **PRICE PROPOSAL**: (Maximum of two (2) 8-1/2" x 11", pages to be one (1) sided)
 - Price Forms: One (1) copy of the Price Form must be filled out completely, printed, and submitted in a separate sealed envelope!
 - 2. Monthly price for three (3) Designated Project Managers and one (1) Project Coordinator, (named in this RFP) for the ARPA Infrastructure Improvement Program projects.
 - a. Advise and discuss any cost not included in the monthly rate that may impact the County in the use of your firm's services.
 - 3. Monthly price for one (1) IDIQ Project Manager and one (1) IDIQ Project Coordinator for indefinite delivery/indefinite quantity projects on an as needed basis.

- a. Advise and discuss any cost not included in the monthly rate that may impact the County in the use of your firm's services.
- 4. Costs that are to be part of the quoted monthly rate and are not reimbursable include, but are not limited to:
 - a. Monthly cost for cell phone service.
 - b. All of the firm's overhead and profit, including, but not limited to home office costs, telephone service, Internet service, computer and software costs, office rentals legal fees, office equipment, etc.
 - c. Advise and discuss any cost not included in the monthly rate that may impact the County in the use of your firm's services.
 - d. Discuss reimbursable costs that would not be included in the monthly rate as described above.
- 5. For the monthly price requested above, Tarrant County will provide the necessary office space and tools for the Designated Project Managers and Project Coordinator.
- D. <u>Required Forms</u>: This section should be the first section of your response and should be the forms exactly as they are presented in the RFP document and in the order stated below. Do not add items such as headers or footers to these forms. Do not remake these forms into your own format.
 - 1. Signature Form with signature.
 - 2. Addendum Signature Form(s) with signature (if applicable).
 - Compliance with Federal and State Laws Form with signature.
 - References.
 - 5. Deficiencies and Deviations Form.
 - 6. HUB Certificate/Form for Disadvantaged Business Enterprises and HUB Certificate (if applicable). Please write N/A on the form is it is Not Applicable.
 - 7. ARPA Compliance with State Law & Federal Law, Regulations, and Executive Orders Form with signature
 - 8. Submit a completed and signed 1295 form.
 - 9. Submit a completed W-9 form.
 - 10. Proof of required qualifications of Project Coordinator minimum of seven (7) years' experience.

E. <u>Executive Summary: (Limit to two (2) Pages)</u>

1. Include name of this RFQ #, firm, address of corporate headquarters and any other divisional offices who will be involved in work for Tarrant County on this project, date of organization. Provide names and dates of predecessor Organizations, if applicable.

- 2. Additional information is to include type of organization, business telephone number and the name of one (1) or more individuals authorized to represent the firm in its dealings on a contractual basis.
- Company background and brief history.
- 4. Ownership, organization and management structure.
- 5. Discuss past (in the last five (5) years), current, and potential litigation, mediation and arbitration regarding the firm's work in a project manager role.

F. Project Management Firm background and experience

- 1. Staff, Experience, Expertise, and Technical Resources
- 2. Provide name(s) of personnel who would be assigned as the Designated Project Managers and Project Coordinator and briefly outline their general experience, capability, and capacity. Experience of the personnel while with other employers shall identify the name of the other employer.
- 3. Provide résumés for all personnel nominated for Tarrant County work, clearly indicating their experience, educational qualifications, professional affiliations, and the number of years with the firm (maximum of two (2) pages per résumé).
- 4. Confirm familiarity of personnel with software such as Microsoft Windows, Excel, Word, and Project.
- 5. State your firm's approach to bringing a project back on schedule.

G. Methodology and Approach to Management Plan

- 1. Location in general geographic area that speaks to the availability and deployment of services.
- A general statement of the experience of the firm on relevant projects.
 Describe your approach to delivering institutional projects, as well as working with committees and multiple user groups or stakeholders.
- 3. Provide a comprehensive overview of the consultants' approach to providing services for the project, including the management systems and controls to be used and the benefits, the major difficulties that might be expected, and the methods that would be used to overcome them.
- 4. State how your firm will ensure deliverables are free of errors.

H. <u>References</u>:

1. Provide "details" for at least five (5) projects involving the provision of project management services for new construction and renovation in an institutional environment. Attach additional pages (maximum one additional page per project) if required to describe the project and your services/roles.

VII. ORAL PRESENTATIONS:

- A. The Respondent(s) with highest initial scores may be invited to provide an oral presentation of the proposed solution to the Evaluation Committee. Presentations may be in person or via virtual meeting environment. Presentations will last no longer than two (2) hours.
- B. After the oral presentations, those Vendors may be re-scored for all Evaluation Criteria categories except Price and References.
- C. Tarrant County reserves the right at its sole discretion to determine if oral presentations are in the best interest of the County. Tarrant County is under no obligation to request presentations.

VIII. BEST AND FINAL OFFER:

- A. The Respondents presenting the proposals with the highest scores may be invited to prepare a Best and Final Offer for consideration by the Evaluation Committee.
- B. Tarrant County reserves the right, at its sole discretion, to determine if pursuing BAFOs is in the best interest of the County. The County is under no obligation to purse BAFOs.
- C. In the event the County elects not to pursue BAFOs, contract negotiation will be conducted immediately based on the final rankings previously described.

IX. CONTRACT NEGOTIATION:

- A. The Tarrant County Purchasing Department may conduct contract negotiations along with representatives from Tarrant County Facilities Department and Tarrant County Construction Services Department and various other Tarrant County Departments.
- B. The County reserves the right, at its sole discretion, to determine if pursuing contract negotiation is in the best interest of the County. The County is under no obligation to pursue contract negotiation.

X. AWARD:

A. Tarrant County reserves the right to award to the highest-scoring Respondent meeting the specifications and to award to a secondary in the event that the primary cannot meet their obligations. Tarrant County also reserves the right to not award to any Respondent.



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

<u>Historically underutilized businesses (HUBs)</u>, 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.

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

<u>Businesses</u> 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.

<u>Statutory bid limit</u> 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, bids 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:
 - 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 contactors to involve them in the procurement process.
 - Continuing to advertise bids 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 bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
 - 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 bids 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 Tarrant County 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 Tarrant County 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.
 - 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.
 - 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)

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

<u>Disadvantaged Business Enterprises (DBE)</u> are encouraged to participate in Tarrant County's Proposal process. The Tarrant County Purchasing Department will provide additional clarification of specifications, assistance with Forms, and further explanation of 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 OR
Austin, Texas 78711-3047
(512) 463-5872

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 PROPOSAL.

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.

TVORS REGISTRATION

An important part of doing business with Tarrant County is to sign up in our free Tarrant Vendor Online Registration System (TVORS).

TVORS is a web-based vendor registration program that is designed to be an easy-to-use, self-service application that allows vendors to establish and maintain their own company and certification data for the purpose of bid notification and information.

TARRANT COUNTY TARRANT Vendors that would like to receive bid opportunities from Tarrant County are encouraged to register in TVORS. Vendors are responsible to keep contact information current in TVORS so as to facilitate bid notifications from Tarrant Changes to TVORS contact information DOES NOT affect vendor information pertaining to Purchase Order or Remit To addresses. If you have already registered with TVORS, please There are four steps to the TVORS registration go ahead and login. process. You will have the option to save your work after the completion of each step. You may then login to your TVORS account at anytime to make Password: changes or to complete the registration process. Keep me signed in on this computer unless I sign out. You must complete all mandatory information in order to be considered for bid opportunities from VENDOR LOGIN Tarrant County Purchasing. If you have forgotten your password, enter your To complete your TVORS registration, you will go email address below and click the Forgot Password through the following steps: button. We will send you an email including your User ID and password. STEP 1: Enter company data Email Address: STEP 2: Enter commodity/service codes (NIGP) Failure to select NIGP code(s), could result in FORGOT PASSWORD improper bid notification or no notification at STEP 3: Enter user data (if applicable) STEP 4: Enter certifications (if applicable) If you have any questions during your registration, please call (817) 884-1414 or email . TVORS@TarrantCounty.com. To begin the registration process, please click the button below. VENDOR REGISTRATION

https://tvorspublic.tarrantcounty.com/

After registering, be sure to email or fax all copies of your current HUB/MBE certificate(s) to TVORS@Tarrantcunty.com or (817) 884-2629, respectively.

Already Registered? Please log into your profile to make sure all contact information is correct, then check the *Data Verified* box at the bottom of the *Company Data* Section of your profile.

Contact Teresa Lobacz, Tarrant County HUB Coordinator, at the email above or at (817) 884-1414 if you have any registration questions.

REFERENCES

Please list three (3) references, **other than past or present employees of Tarrant County**, who can verify your performance as a Vendor. 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 Proposal. Tarrant 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 Respondent has completed a project of similar size and scope of work in this solicitation. Inaccurate, obsolete or negative responses from the listed references could result in rejection of your Proposal.

Failure to supply the required references <u>will</u> deem Respondent as non-responsive and will not be considered for the 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.

	REFERENCE ONE	
		_
CONTACT PERSON AND TITLE:		_
E-MAIL ADDRESS:		
		_
	REFERENCE TWO	
GOVERNMENT/COMPANY NAME:		
		_
ADDRESS:		
ADDRESS:CONTACT PERSON AND TITLE:		_ _ _
ADDRESS:CONTACT PERSON AND TITLE: TELEPHONE NUMBER:		
ADDRESS:CONTACT PERSON AND TITLE:		 _ - _

REFERENCES MUST BE RETURNED WITH PROPOSAL!

REFERENCES

REFERENCE THREE
GOVERNMENT/COMPANY NAME:
DDRESS:
CONTACT PERSON AND TITLE:
ELEPHONE NUMBER:
-MAIL ADDRESS:
SCOPE OF WORK:
CONTRACT PERIOD:

REFERENCES MUST BE RETURNED WITH PROPOSAL!

SIGNATURE FORM

The undersigned, on behalf of and as the authorized representative of Respondent, agrees this Proposal 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 Proposal.

The undersigned agrees, on behalf of Respondent, that if this Proposal is accepted, to furnish all materials and services upon which price(s) are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be ninety (90) calendar days.

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

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 solicitation. *Failure to sign and return this form will result in the rejection of the entire Proposal.*

Signature	X
	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	
AFTER HOURS EMERGENCY CONTACT:	Name:
	Tel. No.

THIS FORM MUST BE SIGNED.

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

PAGE 32 OF RFP NO. 2023-041



Did you sign and submit all required forms?

If not, your Proposal will be rejected!

COMPANY IS:
Business included in a Corporate Income Tax Return?YESNO
Corporation organized & existing under the laws of the State of
Partnership consisting of
Individual trading as
Principal offices are in the city of
Unique Entity Identifier (UEI) Number:
CAGE Code:

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 <u>EXEMPT</u> 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).

COMPLIANCE WITH FEDERAL AND STATE LAWS

<u>Discrimination against Firearm Entities or Firearm Trade Associations Prohibited.</u> 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 Her	eby 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 Certification at the set out above, and Vendor Certification at the set out above, and Vendor Certification at the set of the set	۷ill
Signa	ature X	

THIS FORM MUST BE **SIGNED**.

THE ORIGINAL WITH ORIGINAL SIGNATURE AND THREE (3) COPIES MUST BE RETURNED WITH PROPOSAL.

DEFICIENCIES AND DEVIATIONS FORM

Following is a listing of ALL deficiencies and deviations from the requirements as outlined in Proposal. Unless specifically listed, your response will be considered to be in FULL complia with this Proposal. Respondent assumes the responsibility of identifying all deficiencies deviations and if not identified, all requirements of this Proposal stipulated must be fulfilled additional expense to Tarrant County.	

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

NO-BID RESPONSE

In the event that your organization chooses not to submit a bid/proposal 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.
	The scope of services not clearly understood or applicable (too vague, too rigid, etc.)
	The project not suited to our organization.
	Quantities too small.
	Insufficient time allowed for preparation of bid/proposal.
	Other (please specify).
	NI .
Vendo	or Name:
Conta	ct Person:
Telepl	hone:
Email	:
Please	e send your response to:

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

PROPOSAL PRICE FORM

On-Site Monthly Rate (Inclusive of Travel and Expenses)

Item No.	Title of Position	Estimated No. of Months			Monthly Rate (per each)		stimated Quantity		Extended Sub-Total
1.	ARPA Designated Project Manager	48	Х	\$_	:	X	3	\$_	
2.	ARPA Project Coordinator	48	Х	\$_	;	x	1	\$_	
3.	Indefinite Delivery/Indefinite Quantity (IDIQ) Project Manager (as needed)	24	X	\$_		X	1	\$_	
4.	IDIQ Project Coordinator (as needed)	24	X	\$	2	X	1	\$	
				-	TOTAL			\$	

The above are estimates of the number of personnel needed. Tarrant County reserves the right to adjust to meet project goals.

PROPOSALS MUST BE "ALL OR NONE".

The Original and One (1) Copy of this Form Must Be Returned with Proposal!

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

TARRANT COUNTY SEALED BID/PROPOSAL/RESPONSE

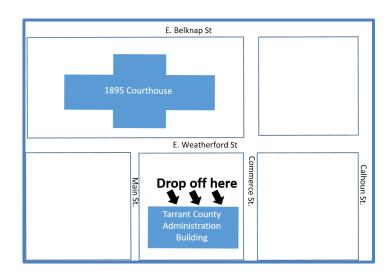
RFP No. 2023-041
REQUEST FOR PROPOSALS FOR A

REQUEST FOR PROPOSALS FOR ANNUAL CONTRACT FOR PROJECT MANAGEMENT FOR CONSTRUCTION SERVICES

Due Date: NOVEMBER 28, 2022 AT 2:00 P.M. 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

