

REQUEST FOR PROPOSALS

The enclosed REQUEST FOR PROPOSALS (RFP) and accompanying documents are for your convenience in submitting an offer for the enclosed referenced services for:

RFP 2022-15

Construction Manager at Risk (CMAR) For Gregg County Parking Facility Project

<u>CLOSING DAY AND TIME</u>: Sealed response will be received no later than: 1:30 P.M. CST Thursday, June 23, 2022

RETURN RESPONSE TO:

Gregg County Purchasing Office Attn: Kelli Davis, NIGP-CPP, CPPB Purchasing Agent 101 East Methvin Street, Suite 205 Longview, Texas 75601

QUESTIONS regarding this solicitation should be directed to Kelli Davis at (903) 237-2686 <u>kelli.davis@co.gregg.tx.us</u>. Information in response to any inquiry may be published as an addendum. Addendums can be found on the Gregg County website <u>www.co.gregg.tx.us</u> on the Purchasing Department page.

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Exhibit A: Standard Terms and Conditions

I. Introduction

Gregg County, hereinafter "Owner" is seeking proposals from qualified construction firms and/or contractors hereinafter "Respondent" to provide Construction Manager-At-Risk Services, necessary for the construction of the Gregg County Parking Facility Project, in accordance with the terms, conditions, and requirements set forth in this Request for Proposals (RFP). This RFP provides interested firms with the information necessary to prepare and submit qualifications and fee for consideration.

The Construction Manager shall assume the risk for construction of the Project, at the contracted price as a general contractor, and provide consultation to the Owner regarding construction during and after any redesign of the Project, in accordance with any and all applicable requirements of the Project and all applicable laws. This document is issued in compliance with the County Purchasing Act, Texas Local Government Code 262.030, and section 2269.251 Subchapter F of the Government Code. It is the intention of Gregg County to select a Construction Manager-At-Risk using a one-step selection process.

Proposal documents are now posted on the Gregg County Website <u>www.co.gregg.tx.us</u> on the Purchasing Department webpage. Please click on the *Current Bids Tab* to download the RFP document. Only paper responses are allowed for this RFP; facsimiles will not be accepted. Paper documents may also be obtained from the office of the Purchasing Agent.

All documents relating to this Request for Proposals including but not limited to, the RFP document, questions and responses, addenda and special notices will be posted on the Gregg County Purchasing Department website under the *addendums tab* and available for download by Respondents and other interested parties. <u>It is the Respondents' sole responsibility to review this site and retrieve all related documents prior to the RFP due date.</u>

The successful Construction Manager will be required to enter into an Agreement based on AIA Document A133TM–2009, Standard Form of Agreement Between Owner and Construction Manager as Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, together with the AIA Document A201TM–2007, General Conditions of the Contract for Construction, as such documents are amended by Owner through formal addenda thereto. The Agreement will also contain all relevant terms set forth in this RFP.

II. General Project Information:

Project ID:	Parking Garage & Offices (Gregg County Parking Facility Project)
Project Address:	100 East Methvin Street
	Longview, Texas 75601
Project Owner:	Gregg County, Texas
	101 East Methvin
	Longview, Texas 75601
Architect:	Schwarz Hanson Architects
	Principal-in-Charge Tod Hanson
	Project Manager Brad Naeher
	2570 River Park Plaza, Suite 100
	Ft. Worth, Texas 76116
	Phone: 817-377-3600
Civil:	Ballard & Broughton Engineering
	3815 Old Bullard Road
	Tyler, Texas 75701
	Phone: 903-531-8900
MEP:	Walker Consultants
	2525 Bay Area Blvd, Suite 400
	Houston, Texas
	Phone: 281-280-0068
Structure:	Walker Consultants
	2525 Bay Area Blvd, Suite 400
	Houston, Texas
	Phone: 281-280-0068
	RFP 2022-15 Proposed Schedule

.M. CST
5:00 P.M. CST
1:30 P.M. CST

III. Submission

Proposals are due no later than Thursday, June 23, 2022 at 1:30 P.M. Submissions will be in hard copy. The date/time stamp located in the Purchasing Office serves as the official time clock. Late Submissions will not be considered. Submissions received after the stated deadline shall be refused and returned unopened. Gregg County is not responsible for issues encountered with methods of delivery.

- A. Mailed/Delivered Submission
 - 1. Proposal must be submitted with the RFP number and the respondent's name and address clearly indicated on the front of the envelope.
 - 2. Please submit one (1) unbound original of your proposal, three (3) copies and one (1) electronic copy on a thumb drive in a sealed envelope or package to the address listed below:

Mailing Address and Delivery Address: Gregg County Attn: Kelli Davis, Purchasing Agent 101 East Methvin, St. 205 2nd Floor Courthouse Longview, Texas 75601

IV. Ownership of Proposals/Validity Period

Proposals and any other information by Respondents shall become the Property of Gregg County (the Owner). Proposals are to be valid for the Owner's acceptance for a minimum of 90 days from the submittal deadline date to allow time for evaluation and selection. A proposal, if accepted, shall remain valid for the life of the Contracts resulting from this selection process.

V. Public Proposal Opening

The public proposal opening will be held on Thursday, June 23, 2022 @ 1:30 P.M in the County Judge's Courtroom located on the third floor of the Gregg County Courthouse, 101 East Methvin, Longview, Texas.

VI. General Description of Project

A 293-space multi-level parking facility with office space on a parcel approximately 215'X155' located at the southeast corner of Methvin Street and Center Street in Longview. The total building square footage is approximately 120,000 sf including 13,500 sf of office space on the first level. The structure of the garage is to be cast-in-place concrete and partially enclosed with pre-cast panels to help blend in with surrounding downtown buildings.

A. The scope of work will be based on the final Drawings and Specifications prepared by Architect. The work may consist of, but is not necessarily limited to, one or more of the following: demolition, site clearing, excavation, fill, select fill and backfill; site utilities; concrete sidewalks, curbs and gutters; asphalt and concrete paving, rough and finish grading, topsoil and seeding; concrete slab-on-grade; stone or masonry exterior veneer, structural steel or cast in place concrete frame (columns and joists), metal roof deck, miscellaneous metals and metal fabrications; rough and finish carpentry, millwork and casework; dampproofing and waterproofing, caulking and sealants, thermal insulation, flashing and sheet metal, metal soffit panels, modified bitumen, standing seam metal or clay tile roofing; solid core wood doors and frames, metal doors and frames, aluminum doors and frames, prefinished aluminum door frames, glass and glazing, architectural hardware, acoustical ceilings, resilient/vinyl flooring and base, carpeting and carpet base, metal studs and support systems, gypsum drywall, painting and special coatings, interior and exterior signage; metal louvers and miscellaneous specialties; fire protection; lightning protection; and mechanical, plumbing and electrical systems.

- **B.** The Construction Manager will be responsible for the printing of Construction Documents as required for bidding and construction. The Construction Manager must publicly advertise, as prescribed for a governmental entity in the the Texas Local Government Code, and receive bids or proposals for trade contractors or subcontractors for the performance of all major elements of the work, other than minor work that may be included in the general conditions. If the Construction Manager wants to perform portions of the work itself, it must submit its bid or proposal in the same manner as all other trade contractors or subcontractors, and Owner will determine which entity provides the best value to the Owner.
- **C.** The work does not include inspection services, the testing of construction material engineering, and the verification testing services necessary for Owner's acceptance of the Project, which will be performed under a separate contract with an independent provider, as required by law.

VII. Project Schedule

The selected Construction Manager will be expected to provide assistance to the Owner and the Architect during the Pre-construction phase, with the development of a Guaranteed Maximum Price, so as to enable Owner to build the Project as described and depicted in the Drawings and Specifications. If it's determined the GMP exceeds the Owner's Construction budget the Construction Manager will be expected to provide assistance with value engineering in order to arrive at a GMP not to exceed Owner's Construction and Project Budgets. It will also be expected the Construction Manager provide value engineering services regardless of the originally derived GMP for general cost saving opportunities. Thereafter, the Construction Manager-at-Risk is to build the project for a Guaranteed Maximum Price that is less than or equal to Owner's final approved Construction Budget.

The tentative pre-construction services for the Project, starting with the development of an initial GMP and ending with a final GMP is approximately five months from the time of CMAR contract execution (estimated mid-July). This schedule is subject to change, but if extends past end of year at no fault by the Construction Manager, additional services for Preconstruction Fee will be negotiated.

The current estimate of the Construction Time for substantial completion of the Project is 12 months after the Notice to Proceed with construction. This Schedule may be adjusted as a result of negotiations on Proposals or preconstruction services by the Construction Manager-at-Risk, but should be assumed for response to the RFP.

VIII. Scope of Services

A. The following describes the anticipated services expected during design and construction:

<u>Pre-construction phase:</u>

- 1. Bid project per state statutes.
- 2. Receive bids to develop an initial GMP and provide open book review process with the Owner and Architect.
- 3. Conduct Value Engineering Exercise with Constructability Review and report.
- 4. Attend pre-construction meeting(s) with County personnel and the County's Architectural/Engineering firm
- 5. Coordinate any Construction Document modifications with design team for final Guaranteed Maximum Price (GMP) construction documents.
- 6. Provide final GMP and Schedule

Construction phase

- 1. Conduct award of contracts/purchase orders
- 2. Provide coordination and management of sub-contractors
- 3. Summarize monthly reports
- 4. Provide change order and contingency funds control
- 5. Establish a quality management program
- 6. Provide for job safety functions
- 7. Provide accounting functions
- 8. Provide jobsite security functions
- 9. Provide post construction services
- 10. Provide close out services
- 11. Provide management of construction schedule
- 12. Attend construction meeting(s) with County personnel and the County's Architectural/Engineering firm
- **B.** In addition to general Building Construction the Project elements shall include, but are not limited to the following:
 - 1. Earthwork
 - 2. Walkways, parking and drives
 - 3. Landscaping
 - 4. Irrigation system
 - 5. Utility extensions onsite and offsite
 - 6. Drainage systems onsite and offsite
 - 7. Electrical, mechanical, plumbing, and structural elements of the building
 - 8. Communications systems
 - 9. Specialty work area systems
 - 10. Security, Audio/Visual, Communication and IT Systems
 - a. This will include the installation of the pathway (i.e. conduits, cable trays, J- boxes, etc.).
 - b. The construction contract may also include cabling, equipment

racks, and terminations for these systems and the specific equipment for these systems (i.e. video monitors, interactive boards, projectors, amplifiers, etc.).

C. Services are expected to commence upon final approval and execution of a contract, within 10 days after award to a successful construction firm. A project time frame will be coordinated with the selected Respondent, and the County's Architectural/Engineering firm.

IX. Total Estimated Budget:

The Construction is being facilitated by governmental funds. Project Funding will be provided by the use if a mix of cash reserves with possible tax notes and/or Grant funding. Use of these funds requires the Owner and the successful Respondent to administer the program within the guidelines and comply with all applicable government regulations and requirements including all grant requirements.

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

Estimated budget is \$14,000,000.00 (Fourteen million dollars). 12 months to complete

X. Bond Requirements

- A. Payment and Performance Bonds: Payment and Performance Bonds for the performance of the Work, and for payment of those who provide labor or materials, will be required within 10 days after Construction Manager and Gregg County execute the Contract. The Payment Bond shall be in an amount equal to 100% of the Estimated Project Construction Budget; and the Performance Bond shall be in an amount equal to 100% of the Estimated Project Construction Budget. If and when the Owner and Construction Manager agree on a Guaranteed Maximum Price, the Construction Manager shall substitute bonds for the stated percentages of the Guaranteed Maximum Price, within 5 days after the Amendment to the Contract is signed that establishes the Guaranteed Maximum Price.
- **B.** Maintenance Bond: The successful firm shall furnish a Maintenance Bond in the amount of 100% of the contract sum covering defects of material and workmanship for two calendar years following the County's approval and acceptance of the construction. An approved surety company, licensed in the State of Texas, shall issue all bonds in accordance with Texas law.

XI. Insurance

ALL RESPONDENTS must submit, with the RFP, proof of insurance coverage as stipulated in this document. Proof shall be by submission of copies of current policies or current Certificates of Insurance, including the effective dates of coverage. Any provisions outlined will be required of the successful firm only. Prior to the execution of this contract, the successful firm will supply the Purchasing Office with an original certificate of insurance evidencing the stated requirements. This insurance shall be effective for the contract duration and renewal certificates shall also be supplied upon expiration. Respondents should submit Certificates verifying the following:

General Liability Coverage
Workers Compensation and Employer's Liability Coverage
Automobile Liability Coverage
Builder's Risk Coverage
Umbrella Liability Coverage

XII. Questions Deadline

Gregg County requires that all questions relating to this RFP be submitted in writing to Kelli Davis, NIGP-CPP, CPPB, Purchasing Agent, at <u>kelli.davis@co.gregg.tx.us</u> by **12:00pm on Monday, June 20, 2022**. No questions will be answered over the phone. Questions in regards to the scope of services will only be accepted until the stated deadline. Any changes to the RFP Documents will be made by the County in the form of a written Addendum. Any changes made in any other manner will not be binding upon the County, and Respondent may not rely upon them. Any other communication will be considered unofficial and non-binding on Owner. Unsolicited communication may be grounds for disqualifying the offending Respondent from consideration for award

XIII. Submittal Requirements

In order for your submission to be considered responsive, the following information should be submitted. All sections should be combined into a single response document. Failure to provide requested information may cause your submission to be deemed as non-responsive.

A. Transmittal Letter (Label as Section A)

- 1. Summarize why the Respondent believes itself to be the most highly qualified firm for this project
- 2. Contain a statement granting the County and its representatives authorization to contact any previous client of the Respondent (or a Respondent's Team Member) for purposes of ascertaining an independent evaluation of the Respondent's or a Respondent's Team member's performance.
- 3. At least one copy of the transmittal letter must have the original signature of an officer of the principal responding firm.

B. Firm Information (Label as Section B)

- 1. Include a complete narrative description of the Respondent's firm (or firms if the Respondent is comprised of a team of firms). Information should include:
 - a. The Respondent's areas of construction management specialization.
 - b. Firm history.
 - c. Location of home and branch offices.
 - d. Names of the principal officers of the firm.
 - e. Firm's pending and past litigation history
- 2. Include a simple organization chart showing how the Respondent, if selected as the Construction Manager-At-Risk, would organize its personnel for the

project.

C. Team Members (Label as Section C)

- 1. Identify the key professionals of your team that would be involved in the project and describe their area of expertise and what role they will perform on the construction management team.
- 2. Provide resumes of any person identified as a key professional. The resumes should contain the following:
 - a. Name
 - b. Educational background
 - c. Professional qualifications
 - d. Employment history
 - e. A list of relevant projects and their role in each
 - f. Other information that is relevant

D. Project Approach and Management – (Label as Section D)

- 1. Narrative outlining the following:
 - a. The Firm's philosophy and approach to construction in general.
 - b. Clear understanding of the functional and operational aspects of county government, and its role.
 - c. Firm's approach to managing change orders
 - d. Use of processes that creatively engage County staff and other stakeholders in all stages of construction.
 - e. Commitment to developing an efficient building.
 - f. Safety record.

E. Experience and References (Label as Section E)

- 1. Submit a list of a minimum of five (5) completed projects and references similar to this project.
- 2. Submit project experience with government agency's
- 3. Submit specific experience on parking structure projects

F. Additional Information (Label as Section F)

- 1. Additional information firm believes will help aide in selection.
- 2. Proof of insurance coverage as indicated in Section X.

G. Pricing (Label as Section G)

- 1. Complete Fee Proposal Form provided in this packet.
- 2. The County is exempt from paying Texas State or local sales and use taxes. Please ensure the prices proposed do not include taxes.

XIV. Evaluation Criteria

A review committee will evaluate submissions received in accordance with the general criteria defined herein. Failure of respondents to provide in their submission any information requested in this RFP may result in disqualification of the submission. The objective of the review committee will be to select the Firm that is the most highly qualified to service the County's needs. The decision made by the Gregg County Commissioners Court will be final.

Submission of a Proposal indicates Respondents acceptance of the evaluation techniques and the recognition that subjective judgments must be made by the Owner during the evaluation process.

The agreement will be awarded based on the following evaluation criteria:

- **A.** Overall Ability to Meet County's Objectives (10%)
- **B.** Experience with Similar Parking Facility Construction (30%)
- **C.** Qualifications of Project Personnel (30%)
- **D.** References (10%)
- **E.** Cost Proposal (20%)
 - 1. Proposed fee for pre-construction services
 - 2. Proposed percentage for construction services
 - 3. Cost for general conditions

XI. Interviews and Presentations

In fairness to all firms, requests for interviews or private meetings prior to the closing time and date will not be permitted. Interviews with selected firms may or may not be requested by the County after the closing date. Selection may be made strictly from the information provided in the RFP. However, Gregg County reserves the right to conduct interviews with and request presentations from any or all respondents. Gregg County reserves the right to request additional information of information submitted to one, all or some respondents and to request additional information of one, all or some Respondents. Gregg County reserves the right to reject all proposals submitted in the best interest of the County.

XIV. Selection and Award

Selection Criteria and the ranking. If the Owner is unable to reach an agreement with the first-Ranked Respondent, the Owner shall terminate further discussions with the first-ranked Respondent, and commence negotiations with the next-ranked Respondent, in the order of the selection ranking until an agreement is reached, or all Proposals are rejected. Time is of the essence, and the award of the contract to the successful Respondent is expressly conditioned upon (1) the Respondent's execution and delivery of the Contract, and delivery of all required bonds and evidence of insurance, within ten (10) calendar days after the successful Respondent is notified of the acceptance of its Proposal, and (ii) the Respondent's timely fulfillment of any and all other preconditions expressly set forth in the Contract Documents. Should the Respondent fail to timely execute and deliver the contract, required bonds,

evidence of insurance, or fail to timely fulfill any other such preconditions, the Owner may, at its option and discretion, without releasing, impairing or affecting its right to receive the Proposal security as damages for such failure, rescind the award, commence negotiations with the next ranked Respondent, or may reject all Proposals.

There will be no contractual obligation on the part of the Owner to any Respondent, nor will any Respondent have any property interest or other right in the contract or Work being proposed unless and until the Agreement is unconditionally executed and delivered by all parties, all submittals required by the Proposal Documents and Agreement and all conditions to be fulfilled by the Respondent have either been so fulfilled by the Respondent or Owner, as applicable.

- **XV.** Non-Responsive / Proposal Rejections; Proposals may be deemed non-responsive, among other reasons, for any of the following reasons:
 - 1. Proposals containing inconsistencies
 - 2. Unbalanced value of terms
 - 3. It is in the best interest of Owner to reject
 - 4. Funding issues
 - 5. Respondents may be disqualified and not considered, among other reasons, for any of the following specific reasons:
 - Reason for believing collusion exists among the Respondents.
 - Reasonable grounds for believing that any Respondent is interested in more than one submission for the work contemplated.
 - The Respondent being interested in any litigation against the county.
 - The Respondent in arrears on any existing contract or having defaulted on a previous contract.
 - Lack of competency as revealed by a financial statement, experience.
 - Respondents shall not owe delinquent property tax in Gregg County.
 - Respondent past performance record with Owner.
 - Limited competition.

FEE PROPOSAL FORM

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Construction Phase Fee _____%

For Construction Phase services, based on the anticipated budget and schedule established at the time of this Agreement, Owner shall pay Contractor

General Conditions Fee

Include price not to exceed for General Conditions See Drawings List of qualified items.

On Site Project Management
Project Executive
Sr. Project Manager
Project Manager
Superintendent(s)
Assistant Superintendent(s)
Office Engineer(s)
Project Expeditor
Scheduler
Project Support Staff
Cost Engineer
Bonds and Insurance
General Liability Coverage
Workers Compensation and Employer's Liability Coverage
Automobile Liability Coverage
Builder's Risk Coverage
Umbrella Liability Coverage
Payment, Performance and Maintenance Bonds
Sub-Contractor Coverage (SDI or Bonding - SDI is preferred)
Temporary Project Construction and Utilities for CM Staff
Dumpsters for CM Staff
Monthly Telephone Service
Project Water
Temporary Toilets
Temporary Fire Protection
Telephone System Installation
Job Photos and Videos
CM Project Specific Signage
Postage and Deliveries
40

Mobilization for Office Trailers
Monthly Office Rental Costs
Storage Trailers
Field Office Equipment
Vehicles including Fuel, Maintenance and Insurance
Safety Equipment
First Aid Supplies
Job Office Supplies
Janitorial Services
Field Office Furniture
Copy Machine and Supplies
Communications Equipment
Advertising

<u>Note</u>: if the Owner agrees to an increase or decrease in the GMP, the Construction Phase Fee shall be equitably adjusted.

ADDENDA ACKNOWLEDGEMENT

Receipt is hereby acknowledged of the following addenda to this RFP by entering yes or no in space provided and indicating the date received or reviewed from the Gregg County website.

<u>Note:</u> All documents relating to this Request for Proposals including but not limited to, the RFP document, questions and responses, addenda and special notices will be posted on the Gregg County Purchasing Department website under the *addendums tab* and available for download by bidders and other interested parties. *It is the Respondents' sole responsibility to review this site and retrieve all related documents prior to the RFP due date.*

Addenda No. 1	Date:
Addenda No. 2	Date:
Addenda No. 3	Date:
Addenda No. 4	Date:
Addenda No. 5	Date:

COMPLIANCE WITH FEDERAL AND STATE LAWS

Certification of Eligibility

By submitting a RFP in response to this solicitation, the Respondent 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 list between the time of RFP submission and time of award, the Respondent will notify Gregg County Purchasing Agent. Failure to do so may result in terminating this contract for default.

Verification No Boycott Israel

As required by Chapter 2270, Government Code, the selected firm must verify that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means 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 specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Foreign Terrorist Organizations

Pursuant to Chapter 2252, Texas Government Code, the selected Firm must represent and certify that, at the time of execution of an Agreement neither the Firm, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

Disclosure of Interested Parties

The law states that a governmental entity may not enter into certain contracts with a non-exempt business entity unless the business submits a disclosure of interested parties to the governmental entity. By submitting a RFP in response to this solicitation, the Respondent agrees to comply with HB 1295, Government Code 2252.908. Respondent agrees to provide Gregg 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.

Signature:_____ Date:_____

RFP SIGNATURE FORM

The undersigned, on behalf of and as the authorized representative of Respondent, agrees this Statement of Submission becomes the property of Gregg County after the official opening.

The undersigned Respondents 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 Statement of Submission 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 Scope of Work. The period for acceptance of this Statement of Submission will be (90) calendar days.

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

Respondent hereby assigns to Gregg 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 Respondents that they have read and do understand the scope of work and any attachments contained in this solicitation. *Failure to sign and return this form could result in the rejection of the entire submission*.

Signature:	Date:	
LEGAL NAME AND ADDRESS O Name	F RESPONDENT: 	
Tel. No	Email:	
Address:		
<u>COMPANY IS:</u> Business included in a Corporate Inco	ome Tax Return?YESN	0
Corporation organized & existing und	ler the laws of the State of	
Partnership consisting of		
Individual trading as		Principal
Offices are in the City of		_

Re:	Conflict of Interest Form (CIQ)
From:	Kelli L. Davis, CPPB, Purchasing Agent
To:	Vendors of Gregg County, Texas

Vendor;

Below, please find link below to a Conflict of Interest Questionnaire. Please complete this form if you have a conflict of interest with any Gregg County Official, Employee, or Department. The questionnaire should reflect the name of the individual with whom the conflict of interest occurs. If you have any questions regarding compliance with Chapter 176 of the Texas Local Government Code, please consult your legal representative. Compliance is the responsibility of each individual, business, agent or representative who is subject to the law's filing requirements.

http://www.ethics.state.tx.us/forms/CIQ.pdf

Original completed forms should be filed with the County Clerk's Office and a copy sent to the Gregg County Purchasing Department either through RFP return, fax, or email. Please see contact information below.

Gregg County Clerk

Gregg County Courthouse 101 East Methvin, St. 200 Longview, Texas 75601 Ph; 903-236-8430

Gregg County Purchasing Department

Email: purchasing@co.gregg.tx.us Ph: 903-237-2684 Fx: 903-237-2682

Applicable Law

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Gregg County (County Clerk) no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Texas Local Government Code.



LEGAL NOTICE GREGG COUNTY, TEXAS RFP 2022-15

Issue First Advertisement:	June 08, 2022
Issue Second Advertisement:	June 12, 2022
Issue Third Advertisement:	June 15, 2022

Proposals for Construction Manager at Risk (CMAR) to construct a Parking Facility

Gregg County is soliciting sealed competitive best value proposals for a Construction Manager at Risk (CMAR) to construct a Parking Facility (Garage and Offices) at 100 E. Methvin St., Longview, Texas 75601. The scope of the work involves the development and construction of a new 4-story parking garage with 13,701 sq. ft. office space.

Sealed proposals will be received by the County Purchasing Agent Kelli Davis at the Gregg County Purchasing Department, at 101 E. Methvin St., Suite 205, Longview, TX 75601, on or before 1:30 P.M., CST June 23, 2022 for RFP No. 2022-15 Construction Manager at Risk (CMAR) for Gregg County Parking Facility Project (Garage and Offices). The Proposals will be publicly opened in the Gregg County Judge's Courtroom, 3rd floor of the Gregg County Courthouse at 101 E. Methvin Suite 559, Longview, TX 75601 on June 23, 2022 at 1:30P.M, CST. At that time, only prices will be read aloud. Late submissions will not be accepted.

RFP packets will be available on June 08, 2022, at 8:30A.M, CST. Proposal documents can be downloaded from the Gregg County Website at <u>www.co.gregg.tx.us</u> on the Purchasing Department Page under the tab *Bids/Addendums*. Any Addenda, Questions & Answers that are issued will also be posted on the County website for bidders to review.

Gregg County reserves the right to accept or reject any or all proposals and to waive any informalities or irregularities in the proposal procedure, schedule or proposals when such actions are deemed in the best interest of the County.

Payment will be made after items or services have been received in accordance with award. Respondents must bid unit costs, but may offer lump sum discounts. Gregg County reserves the right to accept or reject in whole or in part any bid received and to waive any irregularities or formalities in the best interest of Gregg County.