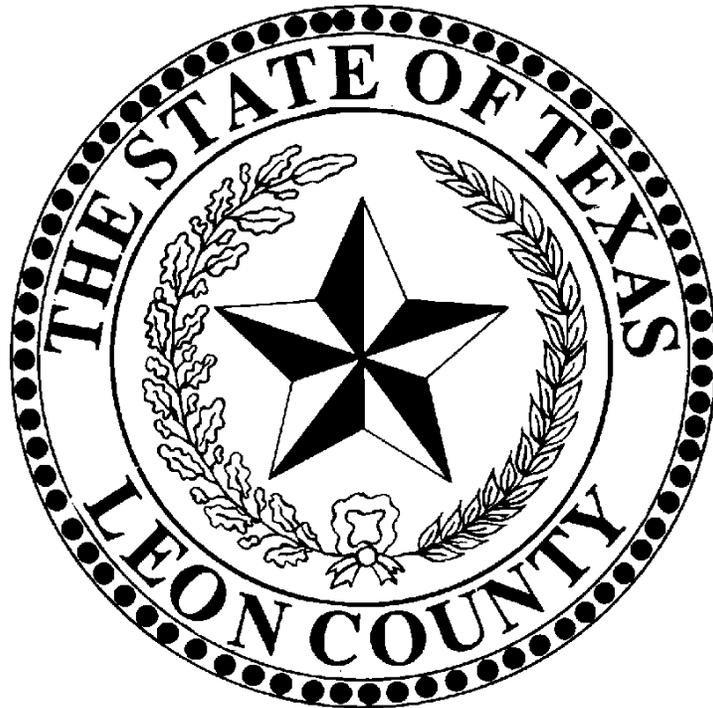


LEON COUNTY, TEXAS

**REQUEST FOR PROPOSAL
2026-355 Leon County Courthouse and
Building Improvements Project**



Prepared By:

Leon County Auditor's Office

113 W. Main

Centerville, Texas 75833

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Release Date: 3/03/2026

Due Date: 3/20/2026

RFP 2026-355

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INTRODUCTION

Proposals are being accepted for RFP# 2026-355 Leon County Courthouse and Building Improvements Project Construction Manager at Risk (CMAR). This RFP is provided by Leon County (the County) for the purpose of soliciting proposals from prospective vendor(s) to provide Construction Manager at Risk services for the renovation and improvements of Leon County Courthouse and various buildings.

The selection process for this project will be accomplished by the Construction Manager at Risk method, utilizing the Two-Step process as provided in the Texas Government Code Chapter 2269.253:

This Request is Step One (1) of the two-step process. **The Respondents are requested to provide qualification information for this RFP.**

These are the only approved instructions for use on your proposal. Items contained herein apply to and become a part of Terms and Conditions of the proposal. Any exceptions thereto must be in writing.

The contractor shall furnish all labor, tools, equipment and materials in order to fulfill the obligations of this contract.

Leon County reserves the right to reject any proposal which: fails to meet the mandatory requirements as stated; does not comply with the specification requirements of the RFP; or exceeds budgetary expectations.

SCHEDULE

Issue RFP	March 3, 2026
On-Site Walk-through(Optional)	March 9, 2026 @ 1:00 PM
Written Inquiries by	March 12, 2026
Responses to inquiries by	March 16, 2026
Proposals Due	March 20, 2026 by 3:00 PM

Please be sure to submit all required forms and documentation.

Questions concerning this RFP should be directed by email to **Leon County Auditor's Office, Courtney Spence** courtney.spence@co.leon.tx.us and **Architect** mark@markathacker.com.

*Any catalog, brand name or manufacturer's reference used in a proposal invitation is descriptive-NOT restrictive-it is used only to indicate type and quality desired. Proposals on brand of like nature and quality will be considered. If the proposal is based on other than the reference specifications, the proposal must show the manufacturer, brand or trade name, lot number, etc., of the article offered. If other than the brands(s) specified is offered, illustrations and complete descriptions should be made part of the proposal. If the offeror takes no exception to specifications or reference data, he/she will be required to furnish brand names, numbers, etc. as specified.

SPECIFICATIONS FOR PROPOSAL

Leon County requests Proposals from qualified and experienced firms for a Construction Manager at Risk for the renovation and improvements of Leon County Courthouse and various county buildings.

The selection process for this project will be accomplished by the Construction Manager at Risk method, utilizing the **Two-Step** process as provided in the Texas Government Code Chapter 2269.253:

(e) If a two-step process is used, the governmental entity may not request fees or prices in step one. In step two, the governmental entity may request that five or fewer offerors, selected solely on the basis of qualifications, provide additional information, including the construction manager-at-risk's proposed fee and prices for fulfilling the general conditions.

(f) At each step, the governmental entity shall receive, publicly open, and read aloud the names of the offerors. At the appropriate step, the governmental entity shall also read aloud the fees and prices, if any, stated in each proposal as the proposal is opened.

(g) Not later than the 45th day after the date on which the final proposals are opened, the governmental entity shall evaluate and rank each proposal submitted in relation to the criteria set forth in the request for proposals.

This Request is Step One (1) of the two-step process. **The Respondents are requested to provide qualification information for this RFP.**

Budget:

The Estimated Budget of the project: \$2,000,000.00-\$2,500,000.00.

Each submitting company must include the following items in its response to the RFP:

1. Cover letter containing the name, address, telephone number, email address, and main contact name of primary company and each participating company other than primary company.
2. Number of total personnel and personnel assigned to this project, by discipline for each participating company.
3. Outline of specific areas of responsibility (financial management, labor standards, environmental review, etc.) and team lead for primary and each participating company.
4. Brief resume of key personnel including name/title, name of company, experience, education, professional registration or licensure number, and other relevant qualifications.
5. List of recent work completed by primary company and each participating company that may be relevant to the project, including project name/location, type of work, funding source (if known), company's responsibilities and services provided, project owner's main contact/address/telephone number, approximate completion date, and estimated project cost.
6. Each submitting company should include a list for valid licenses and certifications held by personnel assigned to project.

SCOPE OF SERVICES:

The scope of work shall include a complete review of the proposed renovations. Upon completion of the construction documents by the architect, the Construction Manager at Risk shall publicly advertise, as prescribed for a governmental entity under Texas Government Code Section 2269 and receive proposals and/or proposals from trade contractors or subcontractors for the performance of all elements of the work. The Construction Manager at Risk shall make award recommendations to the Commissioner’s Court.

ADDITIONAL SCOPE OF SERVICES

A. Part 1 – Preconstruction Services

Part 1 services will include, but not necessarily be limited to, preparation of the following documents and completion of the following services:

1. Attend regularly scheduled project team meetings in Centerville and surrounding county building locations.
2. Work with Architects during Design Development.
3. Review of the design documents for constructability, completeness, accuracy, and proper coordination of disciplines.
4. Continual review of design documents and preparation of detailed construction estimates to confirm conformance to the approved project budget.
5. Continual value analysis of the design and identification of opportunities to meet or reduce construction costs and/or improve facility performance.
6. Development of a detailed construction schedule for the project, include identification of long lead items and owner supplied equipment and materials.
7. Development of detailed budget estimates at critical milestones
8. Development of a comprehensive list of subcontractors and suppliers.
9. Development of Proposal Packages.
10. Establish proposal schedules and conduct pre-proposal conferences.
11. Analyze responses, conduct pre-award conferences and negotiations with successful Proposers and recommend responses to be accepted or rejected.
12. Obtain permits and other governmental reviews and approvals.
13. Development of a Guaranteed Maximum Price (GMP). If a mutually agreeable GMP cannot be reached, services can be terminated and Leon County will pay Construction Manager for services up to that time.
14. The Construction Manager will advertise the proposal packages for the trade contractors as described in Section 2269.255 of the Texas Government Code.
15. The Construction Manager may perform portions of the work if it complies with Section 2269.255 of the Texas Government Code.

16. The Construction Manager will review the received proposals as outlined in Section 2269.256 of the Texas Government Code.
17. The Construction Manager will cooperate with the Owner and Architect in the procurement, coordination and incorporation into the construction of products supplied to the Owner.

B. Part 2 – Construction Services

Part 2 services include all normal services associated with the construction of the facilities for the project described.

1. Specific items of consideration relative to the project are as follows:
 - a) The selected Construction Manager will be responsible for the development and coordination of the project’s overall construction schedule, from initial site mobilization to Owner move-in and occupancy.
 - b) The project will be operated in an “Open Book” fashion, where all estimates, quantities, unit prices, labor rates, budgets, subcontractor and supplier responses and all other information shall be made available for Leon County’s review and use.
 - c) The selected Construction Manager shall be responsible for compliance with prevailing wage rates and other labor and employment laws per Chapter 2258 of the Texas Government Code.
2. IT Infrastructure: Once the project has reached Substantial Completion, the contractor and all of its employees and subcontractors must adhere to the security procedures of working onsite at any Leon County facilities. The following are some of the requirements:
 - a) Contractor is responsible for securing all equipment, building materials, and other property under Contractor’s control at the end of each shift.
 - b) Contractor shall promptly notify Leon County’s Sheriff’s Office of any and all security violations and the Leon County Maintenance Department of safety issues.
 - c) Access to the Information Technology (“IT”), electrical, or mechanical rooms is prohibited without express consent, at each instance, of Leon County and only in accordance with the terms set forth by Leon County.
3. See Exhibit I for detailed Architect drawings and project description

REQUEST FOR PROPOSAL

1. PROPOSAL SUBMISSION

The offeror is expected to thoroughly examine the specifications and all instructions contained in this RFP.

PROVIDE ONE (1) ORIGINAL AND THREE (3) COPIES OF YOUR PROPOSAL (EACH SIGNED IN INK AND SEALED IN A MARKED ENVELOPE) TO:

LEON COUNTY AUDITOR
113 W. MAIN
CENTERVILLE, TEXAS 75833
903-536-2709

Sealed proposals shall be received no later than:

3:00 p.m. Friday, March 20, 2026

MARK THE OUTSIDE OF EACH ENVELOPE:

"RFP# 2026-355"

In the event that Leon County Offices are officially closed on a proposal opening day, proposals will be received until 3:00 p.m. on the next business day.

2. LATE PROPOSALS

Proposals received after submission deadline shall be returned unopened and will be considered void and unacceptable and they will be returned unopened to the offeror. Offeror should allow sufficient mailing time to ensure the timely receipt of their proposals may also be hand delivered prior to deadline. Leon County is not responsible for lateness of mail, carrier, etc., and time/date recorded by the County Auditor's Office shall be the official time of receipt.

3. ALTERING PROPOSALS

Any interlineations, alteration, or erasure made to the PROPOSAL must be initialed by the signer of the proposal prior to receiving time, guaranteeing authenticity.

4. WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn at any time prior to the official opening. A proposal may not be withdrawn or cancelled by the offeror for a period of ninety (90) days following the date designated for the receipt of PROPOSAL, without prior approval by the Commissioners Court based on a written acceptable reason. Offeror so agrees upon submittal of their PROPOSAL.

5. PROPOSAL OPENING

Proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing offerors and kept secret during the negotiation/evaluation process.

NOTE: All proposals shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the PROPOSAL so identified by offeror as such.

6. AWARD OF PROPOSALS

Leon County will review all responses to assure compliance with the specifications. Vendor may be excluded from further consideration for failure to comply with the specifications of the RFP. The County reserves the right to reject in whole or in part any or all proposals, waive minor technicalities, informalities, or irregularities and award the proposal as it shall deem best serves the interest of Leon County. Award of contract will be executed by the Leon County Commissioners Court. However, any part of vendor's contract, which contradicts any part of the requirements of this Request for Proposals, shall be considered null and void. Receipt of any proposal shall under no circumstances obligate Leon County to accept the lowest proposal. The award of the contract shall be made to the responsible offeror whose proposal is determined to be the lowest and best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors set forth in the RFP.

7. FORMATION OF CONTRACT

A response to this solicitation is an offer to contract with Leon County based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation shall become a contract when awarded by the Leon County Commissioners Court and a purchase order or notice of award is mailed or otherwise furnished to the successful offeror.

Written Agreement

An award of business under this RFP is contingent upon the execution of a written agreement with Leon County based on a modified AIA-A133 and Leon County's Standard Terms & Conditions attached hereto.

8. CONTRACT TERM

Contract will be from award in Commissioners Court until completion of project.

- Estimated NTP Construction: May 2026
- Estimated Construction Time: To be determined
- Estimated Construction Substantial Completion: To be determined
- Estimated Punch List Complete and Final Payment: To be determined

9. EVALUATION CRITERIA AND FACTORS

The award (if any) of contracts shall be made to the responsible offerors whose submittals are determined to be the most advantageous to, and in the best interest of Leon County while taking into consideration factors set forth in the Request for Proposal in accordance with the Texas Local Government Code, Chapter 262 and Texas Local Government Code, Chapter 351

NOTE: Best value shall be determined by any relevant criteria specifically listed in the solicitation and by considering all or part of the criteria listed below:

- a. Reputation of the Vendor and of Vendor’s goods and services.
- b. The quality of the Vendor’s goods or services.
- c. The extent to which the goods or services meet the County’s needs.
- d. Vendor’s past relationship with the County. All vendors shall be evaluated on their past performance and prior dealings with the County to include, but not limited to, failure to meet specifications, poor quality, poor workmanship, and late delivery.

The following criteria will be used to evaluate firms:

A. Experience and Qualifications	Points Possible
1. Background of the firm.	10
2. Relevant experience, reputation and wherewithal of the firm.	10
3. Renovation projects at or above the projected dollar value budgeted for this project.	5
4. Previous experience of Courthouse renovation.	5
5. Identify the Offeror’s past performance with Leon County.	5
Possible Points Awarded for this Section	35

B. Capacity to Perform	Points Possible
1. Provision for the required disciplines and skills.	5
2. Provision for participation by firm’s key personnel.	5
3. Qualifications of key personnel adequate for project.	10
4. Ability and commitment to mobilize appropriate resources.	10
Possible Points Awarded for this Section	30

C. Work Performance	Points Possible
1. Past projects completed on schedule	10
2. Manages projects within budgetary constraints	10
3. Work product is of high quality	10
Possible Points Awarded for this Section	30

D. References	Points Possible
1. Reference check results	5
Possible Points Awarded for this Section	5

Pre-interview Total Points 100

Interviews To Be Conducted With Selected Firms

E. Interview/Presentation	Points Possible
1. Key Staff – Present & Involved in Interview	5
2. Organizational Skill	5
3. Presentation/Demonstrated Knowledge	10
4. Responsiveness to Questions	5
Possible Points Awarded for this Section	25

CUMULATIVE TOTAL 125

The Leon County Auditor has prepared the RFP, and will provide resource information to the Leon County Commissioners Court, who will evaluate proposals. The Commissioners Court may designate a representative or a review committee for this purpose. Discussions may be conducted with reasonable proposers who submit proposals determined to be reasonably susceptible of being selected for award. All proposers will be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Revision of proposals may be permitted after submission and before award for the purpose of obtaining best and final offers as determined to be in the best interest of the County.

10. INTERVIEW

Interviews may be conducted with selected qualified proposers who submit a valid proposal. Results of interview will be factored into evaluation criteria and provide an added layer of due diligence and strengthen the defensibility of the final selection.

11. REFERENCES

Offeror shall supply with this proposal a list of at least three (3) references where like services and/or products are provided in the public sector. Include name of entity, address, telephone number and name of representative. **Note:** See Exhibit A – Vendor Reference Form.

12. INSURANCE

The Construction Manager-at-Risk (“Contractor”) shall procure and maintain insurance in full force and effect for the duration of the Project, including all warranty periods, in compliance with applicable Texas law, including Texas Government Code Chapter 2269, and this Contract.

The Contractor shall provide Workers’ Compensation coverage in accordance with the Texas Workers’ Compensation Act, Texas Labor Code Chapter 406, including all statutory notice and coverage requirements applicable to governmental projects and subcontractors. Contractor shall require all subcontractors to maintain Workers’ Compensation coverage in compliance with Texas Labor Code Chapter 406 and shall provide certificates of coverage prior to commencement of subcontract work.

The Contractor shall provide Commercial General Liability Insurance in the amount of \$1,000,000 per occurrence (combined single limit for bodily injury and property damage), including premises/operations, independent contractors, personal injury, products/completed operations, and contractual liability, sufficient to support the Contractor’s obligations under Texas Local Government Code §§262.027 and 271.003 and Texas Government Code Chapter 2269.

Comprehensive Automobile Liability Insurance covering owned/leased vehicles, non-owned vehicles, and hired vehicles shall be maintained in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damage arising from Project operations.

Certificates of insurance evidencing the required coverage shall be furnished to the County within ten (10) calendar days of Notice of Award and prior to commencement of work. All policies shall name Leon County, Texas, its elected officials, officers, employees, and agents as additional insureds as their interests may appear, include a waiver of subrogation in favor of the County, and provide thirty (30) days written notice of cancellation, non-renewal, or material change.

Failure to maintain required insurance coverage shall constitute a material breach of contract and may result in termination or suspension of work. Nothing in this Contract shall be construed as a waiver of governmental immunity under Texas law.

13. TERMINATION

The obligation to provide further service under the terms of the resulting agreement may be terminated by the either party upon thirty (30) days written notice. Leon County reserves the right to terminate upon breach of contract as allowed by law.

14. SEVERABILITY

If any part of this proposal is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

15. DUTY OF VENDOR

In order for proposals to be compared on an identical basis, it is necessary that all portions of the document, including requests for specific information about, services, reference forms and general information regarding the vendor be completed and adhered to.

16. PERFORMANCE OF CONTRACT

The contractor shall perform all work in a superior workmanlike manner and products shall be delivered in the condition requested, to the satisfaction of the Leon County Commissioners Court or designated representatives.

All items proposed shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in the proposal. Verbal agreements to the contrary will not be recognized. All materials and services shall be subject to County's approval. Unsatisfactory material will be returned at Seller's expense.

Leon County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of resulting contract award.

17. CAVEAT

Although every effort has been made to provide accurate and up-to-date information, companies interested in supplying proposals should contact the County Auditor with any questions you may have (see "Introduction").

18. VARIATION IN QUANTITY

The County assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

19. NON-EXCLUSIVE CONTRACT

It is understood and agreed that if Leon County needs any item(s) not available from the awarded vendor during the term of this contract within the time frame requested, Leon County reserves the right to purchase these items from other than the awarded vendor. This shall not be in violation of any terms or conditions of this contract. Further, Leon County reserves the right to purchase from or seek another vendor if, at any time, the vendor's prices do not conform to public pricing.

20. REQUIREMENTS OF SPECIFICATIONS

Each offeror shall be held to have examined the requirements of the RFP under consideration and confirm he fully understands the RFP and the County's needs and satisfies himself that he is cognizant of all factors relating to requirements contained in the RFP.

21. SILENCE OF SPECIFICATIONS

The apparent silence of the RFP as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the RFP shall be made on the basis of this statement.

22. CONFLICT OF INTEREST

No public official shall have interest in a contract, which results from this RFP, in accordance with Vernon's Texas Codes Annotated Local Government Code Title 5, Subtitled C, Chapter 171.

23. CONFIDENTIALITY

All information disclosed by Leon County to successful offeror for the purpose of the work to be done or information that comes to the attention of the successful offeror during the course of performing such work is to be kept strictly confidential.

24. ADDENDA

Only questions regarding clarification of instructions may be handled verbally. Any interpretations, corrections or changes to this RFP will be made by addenda. Sole issuing authority of addenda shall be vested in the Leon County Auditor. Any addendum will be sent via email to those companies known to be in possession of the proposal document. Offerors are responsible for ensuring that a correct email address is listed in the County's vendor database and may email courtney.spence@co.leon.tx.us to update this information or to specifically request copies of any addenda issued. It is the responsibility of the Offeror to ensure that all addenda are received and included with their submission. Failure to submit all signed addenda may result in proposal being considered non-responsive.

25. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing.

26. ASSIGNMENT

The successful offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of the Leon County Commissioners Court.

27. VENUE

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Leon County, Texas.

28. SUBMITTAL OF CONFIDENTIAL MATERIAL

Any proposed material that is to be considered as confidential in nature must be clearly marked as such by the proposer and will be treated as confidential by Leon County.

29. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE OFFERORS

A prospective offeror must affirmatively demonstrate their responsibility and ability to meet the following requirements including but not limited to:

1. Has adequate financial resources, or the ability to obtain such resources as required;
2. Have a satisfactory record of performance;
3. Have a satisfactory record of integrity and ethics;
4. Be otherwise qualified and eligible to receive an award.

30. INDEMNIFICATION

By entering into this contract, the successful offeror agrees to defend, indemnify and hold harmless Leon County and all its officers, agents, and employees from all suits, causes of actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any breach, negligent act or fault of the successful offeror, or of any agent, employee, subcontractor, invitee or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful offeror shall pay judgments with costs, including attorney fees, expenses and costs of court, which may be obtained, against Leon County growing out of such injury or damages.

31. WARRANTY

The Vendor shall not limit or exclude any express, written, or implied warranties and any attempt to do so shall render this contract voidable at the option of Leon County. The offeror warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the proposal invitation, and to the sample(s) furnished by the offeror, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern. **SAFETY WARRANTY:** The vendor warrants that the product sold to the County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the vendor's expense. In the event the vendor fails to make the appropriate correction within a reasonable time, the correction made by the County will be at the vendor's expense.

32. SALES TAX

Leon County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the proposed price shall not include such taxes.

33. DELIVERY

Proposal cost shall be F.O.B. Destination. If otherwise, show the exact cost to deliver by unit price, extend and show total. Actual costs will be based on quantities delivered.

If a delay is foreseen, the contractor shall give written notice to the County Auditor. The County has the right to extend the delivery date if the reason(s) appear valid. The Contractor must keep the County advised at all times on the order status. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the County to purchase supplies elsewhere and charge full increase in cost and handling to the defaulting contractor.

34. TITLE AND RISK OF LOSS

The title and risk of loss of goods shall not pass to the County until the County actually receives and takes possession of the goods at the point or points of delivery.

35. DESIGN, STANDARDS AND PRACTICES

Design, strength, quality of materials and workmanship must conform to the highest standards of engineering practices and/or professional services.

36. PATENTS/COPYRIGHTS

The successful offeror agrees to protect Leon County from claims involving infringements of patents and/or copyrights.

37. INVOICES AND POINT OF CONTACT AFTER RFP IS AWARDED

Invoices should be emailed directly to auditor@co.leon.tx.us .

OR

Mailed to: P.O. Box 898
Centerville, TX 75833

The invoices shall show:

1. Name and address of successful offeror;
2. Detailed breakdown of all charges for the services or products delivered stating any applicable period of time

Questions concerning this RFP should be directed by email to **Leon County Auditor's Office, Courtney Spence, courtney.spence@co.leon.tx.us, and Architect mark@markathacker.com.**

Questions or concerns regarding onsite or building information/coordination should be directed to Grounds Maintenance Supervisor Henry Herren at 979-587-2360.

38. PAYMENT

Payment will be made upon receipt and acceptance by the County of all completed services and/or products ordered and receipt of a valid invoice, in accordance with the Texas Government Code, Chapter 2251 (Prompt Payment of Governmental Entity). In accordance with Texas Government Code Chapter 2251.002 the Successful offeror is required to pay subcontractors within seven (7) days after the receipt of payment.

39. FUNDING

Funds for payment have been provided through the Leon County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Leon County fiscal year shall be subject to budget approval.

In the event funds do not become available, the contract may be terminated or the scope amended. There shall be neither penalty nor any additional charges incurred by the County. The offeror, in accepting the contract, agrees that the County shall not be liable for damages in the event that the contract is terminated due to a lack of funding.

40. DISCOUNTS

Discounts for prompt payment offered may be taken into consideration during the proposal evaluation. Terms of payment offered will be reflected in the space provided on the proposal cost worksheet. All terms of payment (cash discount) will be taken and computed from the date of delivery of acceptable material or services, or the date of receipt of invoice, whichever is later.

41. DEBARMENT

Offeror certifies that at the time of submission of its proposal, Offeror was not on the federal government's list of suspended, ineligible or debarred contractors and that Offeror has not been placed on this list between the time of its submission and the time of execution of the Contract. If Offeror is placed on this list during the term of the Contract, Offeror shall notify the Leon County Auditor. False certification or failure to notify may result in termination of the Contract for default. In accordance with Texas Local Government Code Chapter 154.045, if a seller is found to be indebted to Leon County by manner of delinquent taxes, fines, fees, or indebtedness arising from other written agreements, then Leon County may offset payments under a contract to satisfy the outstanding debt and no payments will be made until the debt is paid in full.

42. CONFLICTS BETWEEN REQUEST FOR PROPOSAL

Should a conflict arise between the terms and provisions of this RFP and the submission of the vendor, the terms and provisions of this RFP will prevail.

43. COMPLIANCE

All offerors will comply with all Federal, State and local laws relative to conducting business in Leon County including, but not limited to licensing, labor and health laws. The laws of the State of Texas will govern as to the interpretation, validity and effect of this proposal, its award, and any contract entered into.

44. DISCRIMINATION

During the performance of this contract, the successful offeror agrees as follows:

a. The successful offeror will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The successful offeror will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

b. The successful offeror will, in all solicitations or advertisements for employees placed by or on behalf of the successful offeror, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

c. The successful offeror will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the successful offeror's commitments under this section.

45. CONFLICT OF INTEREST QUESTIONNAIRE (CIQ):

Chapter 176 of the Texas Local Government Code requires that any proposer or person considering doing business with a local government entity disclose in the Conflict of Interest Questionnaire the proposer's or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. If applicable, this questionnaire, by law, must be filed with the records administrator of Leon County within seven (7) days of notice of potential award or within seven (7) days after submitting a proposal response. Additionally, a new form must be filed no later than the seventh (7th) business day after the person becomes aware of the facts that require the statement to be filed. The form is available as Exhibit F or can also be found online at https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm. By submitting a response to this proposal, the offeror represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. If required, send completed forms to the Leon County Clerk's Office located at 113 W. Main, Centerville, Texas 75833.

46. HB 1295

Offeror must complete a form 1295 filing, disclosure of interested parties, on the Texas Ethics Commission website. <https://www.ethics.state.tx.us/filinginfo/1295/>

This filing shall be completed with the RFP, and prior to the issuance of any notice to proceed. For form item# 3 use "RFP# 2026-355 Courthouse CMAR".

47. VENDOR RESTRICTIONS REGARDING BOYCOTTS OF ISRAEL

Government Code 2270 prohibits governmental entities (which include cities, counties, public school, special purpose districts, etc.) from contracting with companies who boycott Israel and from investing in companies that boycott Israel. This requires contracts to have written verification from the company that it does not boycott Israel and will not boycott Israel during the term of the contract.

48. PROPOSAL SECURITY

If the proposal exceeds \$100,000, the submission must be accompanied by a Surety Bond, Certified and/or Cashier's Check (on a solvent bank in the State of Texas, or with a surety company authorized to do business in this state) drawn to the order of the OWNER in the sum of not less than five per cent (5%) of the total amount of the proposal. The proposal bond must be executed by a surety meeting the requirements set forth in stated conditions.

The bond shall be made payable without condition to Leon County, Texas, hereinafter referred to as OWNER. The bond may be retained by and shall be forfeited to the OWNER as liquidated damages if the proposal is accepted and a contract based thereon is awarded and the Offeror should fail to fulfill contract in the form prescribed, with legally responsible sureties, within thirty (30) days after such award is made by OWNER.

49. RETURN OF PROPOSAL SECURITY

The proposal bond of the successful offeror will be retained until offeror has furnished the required Contract Security and insurance, whereupon checks furnished as proposal bond will be returned. If offeror fails to furnish the required Contract Security and insurance within thirty (30) days of the Notice of Award, OWNER may annul the Notice of Award and the proposal security of the Offeror will be forfeited. OWNER may retain the proposal security of any Offeror whom OWNER believes to have a reasonable chance of receiving the award until the day after the required documents are delivered by CONTRACTOR to OWNER but not to exceed 45 days after the proposal opening. Checks furnished, as proposal security by other Offeror, will be returned within thirty days of the opening.

50. PERFORMANCE AND PAYMENT BONDS

Vendor shall comply with bond thresholds stated below:

The successful offeror shall furnish bonds and shall comply in accordance with Texas Government Code Chapter 2253 and CMAR requirements following execution of the Guaranteed Maximum Price (GMP).

PERFORMANCE BOND

If the GMP exceeds \$100,000, the Contractor shall, within ten (10) days of execution of the GMP, furnish a Performance Bond in a penal sum equal to one hundred percent (100%) of the GMP, securing faithful performance of the contract.

PAYMENT BOND

If the GMP exceeds \$25,000, the Contractor shall, within ten (10) days of execution of the GMP, furnish a Payment Bond in a penal sum equal to one hundred percent (100%) of the GMP, securing payment to all persons furnishing labor, materials, equipment, or services for the work.

BOND FORM AND SURETY REQUIREMENTS

Each bond shall state the premium rate and total premium charged and shall be executed by a surety authorized to do business in the State of Texas. A current Power of Attorney for the surety's representative shall be attached. Bonds shall bear a date subsequent to the contract date and no later than the thirtieth (30th) day after execution of the contract.

FAILURE TO FURNISH BONDS

Failure of the successful offeror to furnish required bonds within the prescribed time may constitute default. Leon County may award the contract to the next responsible offeror or re-advertise and may recover any resulting costs as allowed by law.

51. WAIVER OF BONDS

The requirement for a Performance Bond may be waived only if:

- (a) the total contract sum is \$100,000 or less, or
- (b) the Leon County Commissioners Court expressly waives the requirement at the time of GMP execution.

Checklist for Certifications and Documentation:

- ___ Proposal Bond
- ___ References
- ___ Vendor Compliance Form Certifications
- ___ Conflict of Interest (Filed if Applicable)
- ___ Submission Affidavit

***SUBMISSION AFFIDAVIT MUST BE SIGNED, NOTORIZED, AND INCLUDED WITH PROPOSAL. FAILURE TO INCLUDE WILL DISQUALIFY SUBMISSION.**

EXHIBIT A

VENDOR REFERENCES

Please list at least three (3) companies or governmental agencies where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL.

Reference One

Government/Company Name: _____
Address: _____
Contact Person and Title: _____
Phone: _____ Fax: _____
Contract Period: _____ Scope of Work: _____

Reference Two

Government/Company Name: _____
Address: _____
Contact Person and Title: _____
Phone: _____ Fax: _____
Contract Period: _____ Scope of Work: _____

Reference Three

Government/Company Name: _____
Address: _____
Contact Person and Title: _____
Phone: _____ Fax: _____
Contract Period: _____ Scope of Work: _____

EXHIBIT B

VENDOR COMPLIANCE FORM CERTIFICATIONS

(Page 1 of 11)

INSURANCE

I, _____, as a duly authorized representative of _____
(full name) (name of firm)

certify that evidence of required general liability, worker’s compensation, and professional liability insurance for personnel assigned to the project and automobile insurance for any vehicles used for the project in the amounts in this RFB shall be provided to the issuer of this RFB within 10 calendar days of any Notice of Award.

Insurance Requirements:

Workers’ Compensation – Statutory Amount

Employer’s Liability - \$500,000.00

I furthermore certify that the company will provide workers’ compensation insurance coverage for all “persons providing services on the project”, including all entities for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commissioners’ Division of Self-Insurance Regulation. Providing false or misleading information may subject the company to administrative penalties, criminal penalties, civil penalties or other civil actions. I hereby acknowledge that “persons providing services on the project” includes all persons or entities performing all or part of the services the company has undertaken to perform on the project, regardless of whether that person contracted directly with the company and regardless of whether that person has employees. This includes, without limitation, independent companies, contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity that furnishes persons to provide services on the project. “Services” include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor transportation, or other service related to the project. “Services” do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

I furthermore acknowledge that failure to comply with any of these provisions is a breach of contract by the company which entitles Leon County to declare the contract void if the company does not remedy the breach within ten days after receipt of notice of breach from Leon County.

Commercial General Liability

Personal injury and property damage:

\$1,000,000.00 combined single limit each occurrence and

\$2,000,000.00 aggregate

Business Automobile Liability for all vehicles

Bodily Injury and property damage:

\$1,000,000.00 combined single limit any one accident

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify the information provided here is true and correct.

YES, I agree. **NO**, I do not agree.

Initial: _____

RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a “resident” proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A “nonresident” proposer is a person who is not a Texas resident. Please indicate the status of your company as a “resident” proposer or a “nonresident” proposer under these definitions.

Please check (v) one of the following:

- I certify that my company is a **Resident Proposer**.
- I certify that my company is a **Nonresident Proposer**.

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company’s principal place of business is located):

_____	_____	
Company Name	Address	
_____	_____	_____
City	State	Zip Code

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

- Yes
- No

B. What is the prescribed amount or percentage? \$_____ or _____%

Initial: _____

NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021), (3) or for any contract, 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 contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021). Accordingly, this certification form is included to the extent required by law.

“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. TEX. GOV'T CODE §808.001(1).

“Boycott energy company” 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 Paragraph (A). TEX. GOV'T CODE §809.001(1) (effective September 1, 2021).

“Discriminate against a firearm entity or firearm trade association” means, (A) 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; and (B) 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. TEX. GOV'T CODE §2274.001(3) (effective September 1, 2021).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Bid/Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

YES, I agree. NO, I do not agree.

Initial: _____

PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES

Section 2274.0101 and 2274.0102 Sec. 2274.0101. 1) "Company means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit. 2) "Critical infrastructure" means a communication infrastructure system, cybersecurity system, electric grid, and hazardous waste treatment system or water treatment facility. 3) "Cybersecurity" means the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access. 4) "Designated country" means a country designated by the governor as a threat to critical infrastructure under Section 2274.0103. Sec. 2274.0102.

PROHIBITED CONTRACTS. a) A governmental entity may not enter into a contract or other agreement relating to critical infrastructure in this state with a company: (1) if, under the contract or other agreement, the company would be granted direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and (2) if the governmental entity knows that the company is: (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia or a designated country; or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (B) headquartered in China, Iran, North Korea, Russia or a designated country. (b) The prohibition described in Subsection (a) applies regardless of whether: (1) the company's or its parent company's securities are publicly traded; or (2) the company or its parent company is listed on the public stock exchange as: (A) a Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country.

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify my company does not have any contracts with companies in China, Iran, North Korea, Russia or a designated country as described in Texas Government Code Section 2274.0101 and 2274.0102, or will provide immediate notification in writing of change of this status.

YES, I agree. NO, I do not agree.

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

YES, I agree. NO, I do not agree.

Initial: _____

DAVIS-BACON ACT

When required by Federal program legislation, Vendor agrees that, for County prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Prevailing wage determinations will be addressed in the bid/proposal documents.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

YES, I agree. NO, I do not agree.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Where applicable, for County contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

YES, I agree. NO, I do not agree.

DEBARMENT AND SUSPENSION

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the County if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

YES, I agree. NO, I do not agree.

Initial: _____

COMPLIANCE FORMS SIGNATURE PAGE

(Page 11 of 11)

By initialing pages and by signature below, I certify that I have reviewed the forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Vendor Certifications
 - Insurance /workers compensation
 - Resident/nonresident certification
 - No boycott verification
 - Prohibition on contracts with certain foreign-owned companies
 - No excluded nation or foreign terrorist organization certification
 - Davis-bacon act
 - Contract work hours and safety standards act
 - Debarment and Suspension

Company Name

Signature of Authorized Company Official

Printed Name and Title

Date

Exhibit C

SUPPLIER PROFILE and BUSINESS QUESTIONS

Please provide a standardized qualification statement similar to the AIA – A305. The following is a sample of the information requested with this submission:

1. ORGANIZATION

- 1.1 How many years has your organization been in business as a Contractor?
- 1.2 How many years has your organization been in business in its present business name?
 - 1.2.1 Under what other former names has your organization operated?
- 1.3 Is your organization a corporation?
- 1.4 If your organization is a partnership, answer the following:
 - 1.4.1 Date of organization:
 - 1.4.2 Type of partnership (if applicable):
 - 1.4.3 Names of general partner(s):
- 1.5 If your organization is individually owned, answer the following:
- 1.6 If your organization is other than those listed above, describe it and name the Principals:

2. LICENSING

- 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.
- 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

3. EXPERIENCE

- 3.1 List the categories of work that your organization normally performs with its own Forces.
- 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)
 - 3.2.1 Has our organization ever failed to complete any work awarded to it?
 - 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?
 - 3.2.3 Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?
- 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)
- 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of the project, owner, architect, contract amount, percent
 - 3.4.1 State total worth of work in progress and under contract.
- 3.5 On a separate sheet, list the major projects your organization has completed in the last five years, giving the name of the project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.
 - 3.5.1 State the average annual amount of construction work performed during the past five years.
- 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

4. REFERENCES

- 4.1 Trade References
- 4.2 Bank References
- 4.3 Surety
 - 4.3.1 Name of Bonding Company:
 - 4.3.2 Name and Address of Agent

5. FINANCING

- 5.1 Financial Statement
 - 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement:
 - 5.1.2 Name and Address of firm preparing financial statements.
 - 5.1.3 Is the attached financial statement for the identical organization named on page one?
 - 5.1.4 If not, explain the relationship.
- 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for Construction

2026 Leon County Courthouse and Building Improvements Project

Respondent: _____

**Please designate with an "X" if "Included" in General Conditions, Not Included/Required, or "COW" for Cost of the Work.
*** Please note this document is not a listing of required expenses, only a listing of typical General Conditions

General Condition:

	<u>Included</u>	<u>Not Required or Not Included</u>	<u>COW</u>	<u>Notes</u>
<u>PERSONNEL:</u>				
Project Executive(s)				
QA/QC Staff				
Project Manager				
Superintendent				
Assistant Superintendent				
Project Assistant				
Security Services				
Safety Inspection(s)				
Safety Training				
Surveyor Or Engineer Layout				
Labor Burden				
Permit Fees				
Street Rental Fees				
Impact Fees				
Insurances (GL/Comp Ops/PL, E&O)				
Builder's Risk Insurances				
Project Staff Phones, Computers, etc.				
Staff Burdens (401k, Insurance(s), etc.)				
Project Executive(s)				
QA/QC Staff				
Project Manager				
Superintendent				
Assistant Superintendent				
Project Assistant				
Security Services				
<u>MISC GEN REQ:</u>				
Daily Clean Up				
Final Clean Up				
Dumpster				
As Builts (electronic requirements)				
CPM Schedule				
O & M Manuals				
Warranty Expense				
Construction Photographs				
Water, Ice & Cups				
Additional Sets Of Plans				
<u>TEMPORARY UTILITIES:</u>				
Temporary Electric Hookup				

RFP 2026-355 Leon County Courthouse
and Building Improvements Project

Temporary Electric				
Start Up Electric				
Temporary Telephone				
Temporary Water Service				
Portable Toilets				
JOB EQUIPMENT:				
Misc. Project Equipment				
Scaffolding				
ENVIRONMENTAL:				
SWPPP				
Erosion Control maintenance				
BARRIERS:				
Temporary Construction Fence				
Scaffold Screening				
Sidewalk Passageways/Tunnels				
TEMPORARY CONTROLS:				
Temporary Fire Extinguishers				
Temporary Protections				
INFORMATION DISTRIBUTION:				
Postage/Shipping				
PROJECT SIGNS :				
Project Site Signage				
FIELD OFFICES and SHEDS :				
Office Trailer (including incidentals)				
Office Equipment				
Office Supplies				
Safety / First Aid Supplies				
Storage Trailer(s)				
OTHER:				

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
				-			-		
or									
Employer identification number									
					-				

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



The Construction Manager (CM) is expected to review the architect's preliminary drawings and sequencing. A construction schedule and review comments will be necessary prior to issuance of contract documents for bidding purposes. The CM may propose a different sequencing based on a schedule of work to be determined by the CM. Following is a listing of projects and possible sequencing:

I. TPTF GRANT PROJECTs (separate contracts)

1. **Project:** FY 2025 TPTF grant project – Electrical
The current Workforce building electrical service is fed from the 1913 jail. The electrical service extends overhead from a utility pole located at the southeast corner of the square, overhead, and attaches to the 1913 jail. The electrical service is to be relocated to underground and one new panel board is to be installed in the interior of the jail and one in the southeast corner of the workforce building. It is expected this work will be completed prior to the larger project requiring a Construction Manager.
2. **Project:** FY 2026 TPTF grant project – Masonry Restoration
The 1886 jail is in need of exterior masonry restoration. This grant project is to restore limited exterior masonry on one façade. It is expected this work will be completed prior to the larger project requiring a Construction Manager.

II. BID PACKAGE 1

- A. 1913 Jail – Genealogy – District Court
 1. **Project:** Complete restoration of exterior and first floor of 1913 jail for genealogy.
Relocate genealogy to first floor of 1913 jail (including 1913 jail & workforce 1,730 sf) This project is expected to take about 3 months to complete.

Renovate current Workforce to Genealogy.
Current genealogy now vacant, to be converted to District Court record storage and part of DA suite. This project is expected to take about 1 month to complete.
 2. **Project:** Renovations to District Court including new office, jury room, corridor & mechanical, connector to current genealogy area, and renovation to current genealogy (1,165 sf). This project is expected to take about 3 months to complete.

III. BID PACKAGE 2

- A. MHMR – Health Clinic – DPS – TPWD – County DA – Auditor – Treasurer – JP2 – Constable – EOC
 1. **Project:** County to construct minor alteration at Health Clinic on Lancaster Street. MHMR to move to Health Clinic. This work has been completed by the County and MHMR has vacated the building west of Annex I.

Project: Interior demolition of former MHMR building. Renovate interior. Relocate DPS, Texas Ranger, and TPWD to building. (2,420 sf) This project is expected to take about 3 months to complete.

2. **Project:** Interior renovation of current DPS area. Relocate County DA from Annex II to current DPS area. (2,984 sf) This project is expected to take about 2 months to complete.
3. **Project:** Relocate Auditor and Treasurer from floor 2 of Annex I to current County DA area in Annex II. This building is equipped with a fire sprinkler system and sprinkler heads will need to be relocated. This project is expected to take about 2 months to complete.
4. **Project:** Relocate JP2 and Constable from floor 1 of Annex I to current Auditor and Treasurer areas. No work anticipated.
5. **Project:** Relocate EOC from Annex II floor 3 to current JP2 and Constable office on floor 1 of Annex I. No work anticipated other than technology.
6. **Project:** Renovate floor 3, south end of Annex II – Create new County Courtroom in current grand room and EOC area. Includes raised area for court. This project is expected to take about 3 months to complete.

IV. Bid Package 3.

- A. Juvenile Probation – Bond Agent – Water Building
 1. **Project:** Renovate former water building to Juvenile probation. This project is to be completed by the County.
 2. **Project:** Renovate current Juvenile probation area for new bond agent. Minor interior alterations required.

V. Bid Package 4

- A. 1886 Courthouse
 1. **Project:** Various repairs to the roof, exterior and interior. This project is a restoration and is subject to THC review. Trades and workers will be expected to be qualified in the field of historic preservation and restoration.