



Caldwell County

## REQUEST FOR QUALIFICATIONS

**Reference Number:** RFQ 24CCP01Q

**Project Title:** Courthouse Master Plan Development Services

**Closing Date:** 2:00 P.M (CST), July 1, 2024

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# Caldwell County

## Request for Qualifications

### 1. Introduction

- A. Project Overview: Caldwell County is issuing this Request for Qualifications to solicit interest and submissions from firms for the services contained in Appendix A – Scope of Services.
- B. RFQ Questions:
- i. RFQ Clarifications: All questions related to requirements, processes, or scope of work for this RFQ should be submitted in writing to the Purchasing Agent identified in section 2 below. The County is the final judge of the meaning of any word(s), sentences, paragraphs, or other parts of this RFQ. Respondents are encouraged to seek clarification, before submitting a Qualification, of any portion of this RFQ that appears to be ambiguous, unclear, inconsistent, or otherwise in error. Clarifications will be in writing.
  - ii. Replies: Responses to inquiries which directly affect an interpretation or effect a change to this RFQ will be issued in writing by addendum and will be uploaded to the Caldwell County website (<http://www.co.caldwell.tx.us/page/caldwell.BidRequests>). All such addenda issued by County prior to the submittal deadline shall be considered part of the RFQ. The County shall not be bound by any reply to an inquiry unless such reply is made by a formal written addendum.
  - iii. Acknowledgement of Addenda: The Respondent must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the Qualification.
- C. Notification of Errors or Omissions: Respondents shall promptly notify the County of any omissions, ambiguity, inconsistency, or error that they may discover upon examination of this RFQ. The County shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent, or obviously erroneous.
- D. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the County, are required by Texas Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix C.
- E. Certificate of Interested Parties (1295 Form): A person or business, and their agents, who seek to contract or enter into an agreement with the County, are required by Texas Government Code Title 10, Subtitle F, Section 2252.908, to file a disclosure of interested parties with the Texas Ethics Commission ([https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)). A sample form and instruction sheet can be found in Appendix D.
- F. Boycott of Israel Verification Form: A person or business, and their agents, who seek to contract or enter into an agreement with the County, are required by Texas Government Code Title 10, Subtitle F, Chapter 2271, Section 2271.002 to submit a verification form to the County. This Chapter reads “Prohibition on Contracts with Companies Boycotting Israel”. This form is found in Appendix E.
- G. Energy Company Boycotts: If Respondent is required to make a verification pursuant to Section 2276.002 of the Texas Government Code; Respondent shall verify that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make such verification or is not required to make such verification, Respondent must so indicate in its Response and state why (1) it is not making such verification or (2) the verification is not required.

- H. Firearm Entities And Trade Associations Discrimination: If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code Respondent shall verify that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If Respondent does not make such verification or is not required to make such verification, Respondent must so indicate in its Response and state why it is not making such verification or the verification is not required.

## 2. Definitions

Contract: The contract entered into by the successful Respondent and the County for the performance of the Services.

County of Caldwell (“County”): The County of Caldwell, Texas.

Caldwell County Purchasing Office: The Caldwell County Purchasing Office is located at 405 E. Market St, Lockhart, TX 78644. PH: (512) 359-4685; Fax: (512) 398-1829.

Project: The name is identified on the cover sheet and first page of Appendix A – Scope of Services.

Purchasing Agent: Caldwell County Purchasing Agent is Carolyn Caro: Phone: (512) 359-4685  
E-Mail: [carolyn.caro@co.caldwell.tx.us](mailto:carolyn.caro@co.caldwell.tx.us)

Qualification: The signed and executed submittal of the entirety of Appendix B – Qualification.

Request for Qualifications (RFQ): The entirety of this document, including all Appendices and Addenda.

Respondent: The Respondent and the Respondent’s designated contact signing the first page of the Qualification.

Scope of Services: The entirety of Appendix A – Scope of Services.

Services: Those items listed in the Scope of Services to be performed or provided by the successful Respondent, whether a service or supply of an item, individually or collectively, as the context requires.

Texas Historical Commission (“THC”): The state agency for historic preservation.

Texas Historic Courthouse Preservation Program (“THCPP”): Awards planning grants for the county to produce architectural plans and specifications; construction grants for the county to undertake construction of some kind; and emergency grants to address issues endangering a historic courthouse or its occupants.

## 3. General Information

- A. Tax Exempt Status: County purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Qualification. County will furnish Excise Tax Exemption Certificate upon request.
- B. Public Inspection of Qualifications: The County strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFQ information. Qualifications are not available for public inspection until after the contract award. If the Respondent has notified the County, in writing, that the Qualification contains trade secrets or confidential information, the County will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the County be liable for disclosure of such information by the County in

response to a request, regardless of the County's failure to take any such reasonable steps, even if the County is negligent in failing to do so.

- C. Legal Relations and Responsibilities: Respondent shall maintain adequate records to justify all charges, expenses and costs incurred in performing the Services for a period of at least Five (5) years following the termination date of the contract. The County shall have full and complete access to all records, documents and information collected and/or maintained by Respondent in the course of the administration and performance of the Contract. This information shall be made accessible at Respondent's local place of business in the County's jurisdiction, for purposes of inspection, reproduction, and audit without restriction.
- D. Application: These standard terms and conditions shall apply to all County solicitations and procurements, unless specifically accepted in the solicitation specifications.
- E. Requirements: By submitting a Qualification, the Respondent agrees to provide the County with the specified goods or services described in the solicitation in accordance with these standard terms and conditions, at the agreed upon Qualification price and in compliance with the stated specifications and any subsequent addendums issued prior to the date of the Qualification opening.
- F. Legal Compliance: Respondent must comply with all Federal, State and Local laws, statutes, ordinances, regulations, and standards in effect at the time of delivery of goods and services and must maintain any and all required licenses and certificates required under the same laws, statutes, ordinances, regulations, and standards for services and/or goods provided in response to this solicitation. Respondent certifies that he/she holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. Right to Refuse Qualification: The County reserves the right to refuse any and/or all parts of any and or/all Qualifications and to waive formalities in the best interest of the County. The County does not discriminate on the basis of race, color, national origin, sex, religion, and age or disability status in employment, procurement, or provisions of service.
- H. Independent Contractor: Respondent agrees that Respondent and Respondent's employees and agents have no employer- employee relationship with County. Respondent agrees that if Respondent is selected and awarded a contract, County shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will County furnish any medical or retirement benefits or any paid vacation or sick leave.
- I. Assignments: The Contract and the rights and duties awarded the successful Respondent shall not be assigned to another without the written consent of the County Purchasing Agent. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- J. Liens: Respondent shall indemnify and save harmless the County against any and all liens and encumbrances for all labor, goods, and services which may be provided to the County by Respondent or Respondent's vendor(s), and if the County requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the County.
- K. Gratuities/Bribes: Respondent certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Respondent, or its agent or representative, to any County officer, employee or elected representative, with respect to this RFQ or any contract with the County, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- L. Financial Participation: Respondent certifies that it has not received compensation from the County to

participate in preparing the specifications or RFQ on which the Qualification is based and acknowledges that the Contract may be terminated and/or payment withheld if this certification is inaccurate.

- M. Required Licenses: Respondent certifies that he/she holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- N. Authority to Submit Qualification and Enter Contract: The person signing on behalf of Respondent certifies that the signer has authority to submit the Qualification on behalf of the Respondent and to bind the Respondent to any resulting contract.
- O. Interpretation of Solicitation Documents: The County is the final judge of the meaning of any word(s), sentences, paragraphs or other parts of the solicitation documents. Respondents are encouraged to seek clarification, before submitting a Qualification, of any portion of the Qualification documents that appears to be ambiguous, unclear, inconsistent, or otherwise in error. Clarifications will be in writing.
- P. Minor Irregularities: The County reserves the right to waive any minor irregularities that do not materially affect the scope or pricing of submitted Qualifications.
- Q. Responsiveness of Qualifications: The County desires to receive competitive Qualifications but will declare any Qualifications “non- responsive” if they fail to meet the significant requirements outlined in this solicitation document.
- R. Withdrawal of Qualifications: Respondents may withdraw any submitted Qualifications prior to the Qualification submission deadline. Respondents may not withdraw once the Qualifications have been publicly opened, without the approval of the County’s Purchasing Agent. Respondents will be allowed to withdraw Qualifications that contain substantial mathematical errors in extension. However, once a Qualification has been withdrawn, it can no longer be considered.
- S. Disqualification of Respondent: The County may disqualify Respondents, and their Qualifications not be considered, for any of the following reasons: Collusion among Respondents; Respondent’s default on an existing or previous contract with the County, including failure to deliver goods and/or services of the quality and price set forth therein; Respondent’s lack of financial stability; any factor concerning the Respondent’s inability to provide the quantity, quality, and timeliness of services or goods specified in the solicitation; Respondent involved in a current or pending lawsuit with the County; Respondent’s attempt to influence the outcome of the solicitation through unauthorized contact with County officials outside of those listed in the solicitation documents; and Respondent’s attempt to offer gifts, gratuities, or bribes to any County employee or elected official in connection with a solicitation
- T. Waiver of Formalities: County reserves the right to reschedule, extend, or cancel this RFQ at any time. County reserves the right to reject any or all responses, and to waive formalities or irregularities in connection with this RFQ and may consider submissions not made in compliance with this request for Qualifications if it elects to do so, to the extent permitted by law, although the County will have no obligation for such consideration. The County reserves the right to waive any minor irregularities that do not materially affect the scope or pricing of submitted Qualifications.
- U. Outstanding Liabilities: Respondents shall not have outstanding, unpaid liabilities owed to the County. Liabilities may include, but are not limited to, property taxes, hotel occupancy taxes, and license or permit fees. Qualifications will be considered non-responsive and not given further consideration if submitted by a Respondent with such outstanding liabilities.
- V. Offset: The County may, at its option, offset any amounts due and payable under contract award under this solicitation against any debt lawfully due the County from a vendor, whether or not the amount due arises

pursuant to the terms of the contract and whether or not the debt has been reduced to judgment by court.

- W. Solicitation Results: The County normally posts solicitation results on-line after Qualifications are received and approved in Commissioners' Court. The County's website is [www.co.caldwell.tx.us](http://www.co.caldwell.tx.us). Results are on the Purchasing Solicitation page, in the same place as the original RFQ. Posted results are for informational purposes only, not a notice of award.
- X. Control of The Work: Respondent shall furnish all materials and perform work in reasonably close conformity with the Scope of Services referenced in this RFQ. Respondent must obtain written approval from the County before deviating from the Scope of Services provided in this RFQ. Failure to promptly notify the County of any errors or concerns with the Scope of Services will constitute a waiver of all claims for misunderstandings or ambiguities that result from the errors, omissions, or discrepancies discovered.
- Y. Cost of Qualification: The cost of submitting Qualifications shall be borne by the Respondent, and the County will not be liable for any costs incurred by a Respondent responding to this solicitation.

#### 4. RFQ Withdrawals and/or Amendments

- A. RFQ Withdrawal: The County reserves the right to withdraw this RFQ for any reason.
- B. RFQ Amendments: The County reserves the right to amend any aspect of this RFQ by formal written addendum prior to the Qualification submittal deadline and will endeavor to notify all potential Respondents that have registered with the County, but failure to notify shall impose no obligation or liability on the County. All modifications and addendums must be in written form prepared by the County department issuing the solicitation. Respondent is responsible for incorporating any and all modifications and addendums into their Qualifications.

#### 5. Qualification Submittal Requirements

- A. Submittal Packet – Required Content: Respondents shall submit five (5) original paper copies of the submitted Qualification. This submittal packet shall be submitted in a sealed envelope with a copy of Appendix A (pages 10-13), a completed, signed and executed copy of Appendix B (pages 14-21), a completed, signed and executed copy of Appendix C (page 22), a completed, signed and executed copy of Appendix E (page 27), a completed, signed and executed copy of Appendix F (pages 28-30), and a completed, signed and executed copy of Appendix G (pages 39-44).
- B. Submittal Deadline: The deadline for submittal of Qualifications is 2:00PM (CST) July 1, 2024. It is the Respondent's responsibility to have the Qualification correctly marked and hard copies delivered to the County Purchasing Office. No extensions will be granted, and **no late Qualifications will be accepted.**
- C. Qualifications Received Late: Respondents are encouraged to submit their Qualifications as soon as possible. The time and date of receipt as recorded in the County Purchasing Office shall be the official time of receipt. The County is not responsible for late delivery of mail or other carrier. Late Qualifications will not be considered under any circumstances.
- D. Alterations or Withdrawals of Qualification: Any submitted Qualification may be withdrawn, or a revised Qualification substituted if a written notice is submitted to the County Purchasing Office prior to the submittal deadline. Any interlineations, alteration, erasure, or other amendment made before the submittal deadline, must be signed or initialed by the Respondent or the Respondent's authorized agent, guaranteeing authenticity. Qualifications cannot be altered, amended, or withdrawn by the Respondent after the submittal deadline.
- E. Qualification Format: All Qualifications must be prepared in single-space type, on standard 8-1/2" x 11"

vertically oriented pages, using one side of the paper only. Pages shall be numbered at the bottom. Entries shall be typed, or legibly written in ink. All Qualifications shall be mailed or hand delivered to the County Purchasing Agent at the address set out in Appendix A. Any other format (via telephone, fax, email, etc.) shall be rejected by the County.

- F. Validity Period: Once the submittal deadline has passed, any Qualification shall constitute an irrevocable Qualification to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Qualification on the terms set forth in the Qualification, such Qualification to be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the County.

## 6. Qualification Evaluation and Contract Award

- A. Qualification Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using competitive sealed Qualifications, in accordance with Chapter 262 of the Texas Local Government Code, Chapter 2254 of the Texas Government Code, and with the County's purchasing policy, as applicable. The County will score all eligible respondents based on their Qualification price. After discussion and the fair and equal opportunity for revision of any submitted Qualifications by responsible offerors determined to be reasonably susceptible of being selected for award, the contract will be awarded (1) on the basis of demonstrated competence and qualification to perform the Scope of Services (2) for a fair and reasonable price (Section 2254.003 Texas Government Code) to Respondent that complies with all requests for Qualification items and requirements set forth by Caldwell County in this RFQ, including insurance requirements. The County may consider all permissible aspects of a Qualification, including but not limited to: 1) the offeror's experience and reputation; 2) the quality of the offeror's goods and/or services; 3) the Respondent's ability to meet the needs of the County; 4) the impact on the ability of the Governmental entity to comply with rules relating to historically underutilized businesses; 5) the offeror's safety record; 6) the offeror's proposed personnel; and 7) whether the offeror's financial capability is appropriate to the size and scope of the project.
- B. Completeness: If the Qualification is incomplete or otherwise fails to conform to the requirements of the RFQ, County alone will determine whether the variance is so significant as to render the Qualification non-responsive, or whether the variance may be cured by the Respondent or waived by the County, such that the Qualification may be considered for award.
- C. Ambiguity: Any ambiguity in the Qualification as a result of omission, error, lack of clarity or non-compliance by the Respondent with specifications, instructions and all conditions shall be construed in the favor of the County. In the event of a conflict between these standard RFQ requirements and details provided in Appendix A – Scope of Services or Appendix B – Qualification Verification, the Appendices shall prevail.
- D. Controlling Document: In the case of a discrepancy between this RFQ and the Contract, the Contract will prevail and control.
- E. Firm Prices: Unless otherwise stated in the specifications, Respondent's prices remain firm for 90 days from date of Qualification opening and, upon award, remain in effect for the contract period specified in the RFQ. If formal award has not occurred within 90 days of Qualification opening, the Respondent and the County may mutually agree to extend the firm price period.
- F. Partial Contract Award: County reserves the right to award one contract for some or all of the requirements proposed or award multiple contracts for various portions of the requirements to different Respondents, or to reject any and/or all Qualifications and re-solicit for Qualifications, as deemed to be in the best interest of County.



- G. Additional Information: County may request any other information necessary to determine Respondent's ability to meet the minimum standards required by this RFQ.
- H. Debarment: The selected Respondent must **NOT** be debarred from any federal and/or state agency. The County will conduct a review of the Respondent's status on SAM.gov. The County Commissioners Court will make the final selection and award. The County has the right to reject any and/or all Responses.

**\*\*THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY\*\***

## Appendix A – Scope of Services

1. **Project Title:** RFQ 24CCP01Q Courthouse Master Plan Development Services

2. **Scope of Services Contact:**

Questions about the technical nature of the Scope of Services, etc. may be directed to the County Purchasing Agent, Carolyn Caro through e-mail at [carolyn.caro@co.caldwell.tx.us](mailto:carolyn.caro@co.caldwell.tx.us).

3. **Qualification Evaluation Factors:**

After obtaining best and final offers resulting from fair and equal opportunity for discussion and revision of Qualifications, the County will review all eligible Respondents and will determine, in its sole discretion, the Respondent or Respondents that are best qualified to perform the required services. The County will negotiate a contract with the most qualified respondent. If a contract cannot be reached, then the County will move down the list until a contract can be agreed upon. The following criteria will be used to evaluate Respondent's submittal.

EVALUATION CRITERIA	MAXIMUM POINTS
Overall Experience and History	30
Experience with Projects of Similar Nature	20
Capacity to Perform	20
Understanding of County's Needs	20
Responsiveness to the RFQ	10
<b>Total</b>	<b>100</b>

4. **Key Events Schedule:**

Qualification Release Date	June 11, 2024
Deadline for Submittal of Written Questions	5 PM, June 25, 2024
Sealed Qualifications Due to and Opened by County	2 PM, July 1, 2024
Anticipated Award Date	July 9, 2024

5. **Scope of Services:**

The County is seeking qualifications from firms offering architectural services to help in the development of a Courthouse Master Plan for the Caldwell County Courthouse located at 110 S. Main St in Lockhart, TX. The County intends to seek funding from the Texas Historic Commission through the Texas Historic Courthouse Preservation Program.

6. **Pricing**

Pricing submitted in this Qualification shall be all inclusive to accomplish the scope of work by program (Administration & Planning) or to complete a specific service outlined above and for any additional services required. The specific projects and grant amounts are yet to be determined; therefore, vendors should propose pricing based on the potential funding amounts provided.

The County will consider dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises. As such, Respondents may specify any maximum limit to the total dollar value of grant funds

they are able and willing to manage. Service providers may submit Qualifications for any or all activities.

***If the cost of proposed professional administration services will exceed \$50,000, then profit (either % / actual cost) must be identified and negotiated as a separate element of the price of the contract. To comply, Respondent must disclose and certify in its Qualification the percentage of profit being used. "Cost plus percentage of cost" Qualifications are prohibited.***

**\*\*THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY\*\***

# Evaluation Sheet

Respondent: \_\_\_\_\_

Evaluator's Name: \_\_\_\_\_

Date of Rating: \_\_\_\_\_

**Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent.**

**Overall Experience and History**

Demonstrated professional and financial stability. Demonstrated range of successfully completed projects with the proposed team of architects, engineers, and sub consultants.

Max.Pts.

Score

**Subtotal**

30

**Experience with Projects of Similar Nature**

Demonstrated range of successfully completed municipal and governmental facilities, including county administration facilities, and renovation/repair projects. Emphasis will be on projects that align with the Texas Historical Commission guidelines.

Max.Pts.

Score

**Subtotal**

20

**Capacity to Perform**

Number, range, and depth of experience of the personnel proposed for Caldwell County. Total number of staff in the firm(s). Number and size of other projects currently being completed by the firm(s).

Max.Pts.

Score

**Subtotal**

20

**Understanding of County's Needs**

Demonstrated understanding of guidelines and regulations set forth by the Texas Historical Commission. Demonstrated knowledge of Courthouse Master Plan guidelines set forth by the Texas Historic Courthouse Preservation Program.

Max.Pts.

Score

**Subtotal**

20

**Responsiveness to the RFQ**

Overall quality of the response to the RFQ, clearly demonstrating understanding of the purpose, scope, and objectives of this RFQ.

Max.Pts.

Score

**Subtotal**

5

**TOTAL SCORE**

	<u>Max.Pts.</u>	<u>Score</u>
“ Overall Experience and History	30	_____
Experience with Projects of Similar		
“ Nature	20	_____
“ Capacity to Perform	20	_____
“ Understanding of County's Needs	20	_____
“ Responsiveness to the RFQ	10	_____
	<u>100</u>	<u>_____</u>
<b>Total</b>		
<b>Score</b>	<u>100</u>	<u>_____</u>

## Appendix B – Qualification Verification

**Submittal Checklist:** (To determine validity of Qualification - all submissions received without the following items will be considered non-responsive and will be rejected. Forms from previous solicitations for goods or services will not be used in place of the required forms for this RFQ)

- \_\_\_\_\_ Appendix A (Pages 10 through 12) must be included in the Qualification submittal.
- \_\_\_\_\_ Appendix B (Pages 14 through 21) must be completed, signed, and included in the Qualification submittal.
- \_\_\_\_\_ Appendix C – Conflict of Interest Form (CIQ Form) (Page 22) must be completed, signed, and included in the Qualification submittal.
- \_\_\_\_\_ Appendix E – HB 89 Verification Form (Page 27) must be completed, signed, and included in the Qualification submittal.
- \_\_\_\_\_ Appendix F - Anti-Lobbying Certification (Pages 28-29) must be completed, signed, and included in the Qualification submittal.
- \_\_\_\_\_ Appendix G – Architect-Engineer Qualifications (SF 330) (Page 39-44) must be completed, signed, and included in the Qualification submittal.
- \_\_\_\_\_ Certificate of Insurance showing Proof of Responder’s Ability to Meet the Insurance Requirements (Page 19).
- \_\_\_\_\_ Signed Addendum(s) (If any are issued by the County).

**All Qualifications submitted to Caldwell County shall include this page with the submission.**

<b>RFP Number:</b>	<b>RFQ 24CCP01Q</b>		
<b>Project Title:</b>	<b>COURTHOUSE MASTER PLAN DEVELOPMENT SERVICES</b>		
<b>Submittal Deadline:</b>	<b>2 PM, July 1, 2024</b>		
<b>Submit hard-copies to:</b>	<b>MAIL:</b> Caldwell County Purchasing Dept: Attn: Carolyn Caro 405 E. Market St Lockhart, Texas 78644		<b>HAND DELIVER:</b> Caldwell County Purchasing Dept: Attn: Carolyn Caro 405 E. Market St Lockhart, TX 78644

**Respondent’s Information:**

<b>Respondent’s Legal Name:</b>			
<b>Address:</b>			
<b>County, State &amp; Zip</b>			
<b>Federal Employers Identification Number #</b>			
<b>Respondent’s Point of Contact:</b>			
<b>Phone Number:</b>		<b>Fax Number:</b>	
<b>E-Mail Address:</b>			

**Respondent Authorization**

**I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Respondent.**

Printed Name and Position of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Signed this \_\_\_\_\_ (day) of \_\_\_\_\_ (month), \_\_\_\_\_ (year)

**Appendix B – Qualification (continued)**

**I. CONTRACT AWARD INFORMATION:**

**1. Term of Contract**

Any contract resulting from this RFQ shall be effective for the duration of the development and writing of the updated Courthouse Master Plan and until the acceptance of the Master Plan by THCPP.

**2. Trade Secrets and/or Confidential Information**

Trade Secrets and/or Confidential Information: This Qualification **(does) (does not) (circle one)** contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

**3. Federal, State and/or Local Identification Information**

- 1) Centralized Master Respondents List registration number: \_\_\_\_\_
- 2) Prime contractor HUB / MWBE registration number: \_\_\_\_\_
- 3) Employer Identification Number (EIN)/Federal Tax Identification Number: \_\_\_\_\_
- 4) An individual Respondent acting as a sole proprietor must also enter the Respondent’s Social Security Number: # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_.

**II. CONTRACT TERMS AND CONDITIONS, EXCEPT WHERE RESPONDENT MAKES SPECIFIC EXCEPTION IN THE SUBMITTED QUALIFICATION, ANY CONTRACT RESULTING FROM THIS RFQ WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH RESPONDENT HEREBY ACKNOWLEDGES, AND TO WHICH RESPONDENT AGREES BY SUBMITTING A QUALIFICATION:**

**1. Standard Terms and Conditions**

- A. Taxpayer Identification: Respondents must provide the County with a current W-9 before any goods or services can be procured from the Respondent.
- B. Governing Law and Venue: All Qualifications submitted in response to this solicitation and any resulting contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas. Any legal or equitable actions arising from this Request for Qualifications or any resulting contract shall be brought before an appropriate court located in Caldwell County.
- C. Resolution of Program Non-compliance and Disallowed Costs: In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state, or THCPP requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties

may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally.

D. Termination for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the County for cause:

- i. The successful Respondent fails to perform in accordance with the provisions of the Contract; or
- ii. The successful Respondent violates any of the provisions of the Contract; or
- iii. The successful Respondent disregards laws or regulations of any public body having jurisdiction; or
- iv. The successful Respondent transfers, assigns, or conveys any or all of its obligations or duties under the Contract to another without written consent of the County.
- v. If one or more of the events identified in Subparagraphs I (i) through (iv) occurs, the County may terminate the Contract by giving the successful Respondent seven (7) Calendar days written notice. In such case, the successful Respondent shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful Respondent shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
- vi. When the Contract has been so terminated by the County, such termination shall not affect any right or remedies of the County then existing or which may thereafter accrue.

A "Termination for Cause" clause will be added to the selected Respondent's contract with the County.

E. Termination for Convenience: The Contract may be cancelled or terminated at any time by giving Respondent thirty (30) days written notice. Vendor may be entitled to payment for services actually performed; to the extent said services are satisfactory.

A "Termination for Convenience" clause will be added to selected Respondent's Contract with the County.

F. Mediation: When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

G. Force Majeure: To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with the County.

H. Compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors that apply or a Qualification for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.



- I. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708): Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be 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 U.S.C. 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.
- J. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387): Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- K. Affirmative Action/EOE: The County is an Affirmative Action/Equal Opportunity Employer and strives to attain goals for of the Housing and Urban Development Act of 1968 (12U.S.C. 1701u) as amended. See Appendix F - Caldwell County Section 3 Resolution. During the performance of an awarded contract, the contractor agrees as follows:
1. The Respondent will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, 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. The contractor agrees to post in conspicuous places. Available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  3. The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
  4. The contractor 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' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.
9. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
10. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
11. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant

under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

12. Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause 1n each of its nonexempt subcontracts.

- L. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the County, payment terms for the County are Net 30 days upon receipt of invoice after receipt of goods or services. Pay applications must be submitted to the County Purchasing Department for approval and processing for payment. The County will pay based on percentage of completion at the time of pay application submission pending verification from the County Judge. Final approval will be based on an inspection of the project for verification of compliance with all aspects of the scope of work listed within Appendix A of this RFQ. The work performed in accordance with the Contract shall be paid for using unit pricing. This price is full compensation for all task listed in the Qualification submitted by the vendor and must include all necessary fees and charges needed to complete this work. The County will NOT pay any fees to the vendor other than the agreed upon Qualification price.
- M. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Qualification, to the satisfaction of County and in accordance with the manufacturers specifications, terms, and conditions of the scope of work (Appendix A), and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- N. Funding: State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Orders or other obligations that may arise beyond the end of the current fiscal year shall be subject to approval of budget funds.
- O. Taxes: The County is exempt from all federal excise taxes and all state and local sales and use taxes. If such taxes are listed on a Respondent's invoice, they will not be paid.
- P. Insurance: The Respondent, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as County may require:
  - 1. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
  - 2. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;
  - 3. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Respondent, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage.

Contractor shall submit proof to Caldwell County that said contractor has the ability to meet all insurance requirements listed above.

- Q. Indemnification: Respondent agrees to defend, indemnify and hold harmless the County of Caldwell, all of its officers, agents, employees, appointees and volunteers from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including reasonable attorneys' fees, court costs, related

expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Respondent's breach of any of the terms or provisions of any contract awarded as a result of this solicitation, or by any negligent or strictly liable act or omission of the Respondent, its officers, agents, employees, or subcontractors, in the performance of an awarded contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the County, its officers, agents or employees, and in the event of joint and concurrent negligence or fault of the Respondent and County, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the County under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

**\*\*THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY\*\***

## RFQ ACKNOWLEDGMENT

IN SUBMITTING A RESPONSE TO THIS RFQ, THE RESPONDENT AGREES THAT IT WAIVES ANY CLAIMS IT HAS OR MAY HAVE AGAINST THE COUNTY, THE COUNTY'S EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, AND THE MEMBERS OF THE COUNTY'S GOVERNING BODY IN CONNECTION WITH OR ARISING OUT OF THIS RFQ, INCLUDING, THE ADMINISTRATION OF THE RFQ, THE BASIS FOR SELECTION, THE EVALUATIONS OF THE RESPONSES, THE METHOD USED FOR SELECTION, AND ANY DISCLOSURE OF INFORMATION REGARDING THE RESPONSES OR EVALUATIONS. THE SUBMISSION OF A QUALIFICATION CONSTITUTES THE ACCEPTANCE BY THE RESPONDENT OF THE EVALUATION TECHNIQUE DESCRIBED IN THIS RFQ. THE PERSON SIGNING ON BEHALF OF RESPONDENT CERTIFIES THAT THE SIGNER HAS AUTHORITY TO SUBMIT THE QUALIFICATION ON BEHALF OF THE RESPONDENT AND TO BIND THE RESPONDENT TO ANY RESULTING CONTRACT

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND ALL REQUIREMENTS SET FORTH IN THIS REQUEST FOR QUALIFICATIONS:

---

*Authorized Signatory for Respondent:*

---

*Name of Company:*

---

Date:

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

## For vendor doing business with local governmental entity

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 Qualifications or Qualifications, 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.

## Implementation of House Bill 1295

### Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added [section 2252.908](#) of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies (with a few exceptions) only to a contract between a business entity and a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

### Changed or Amended Contracts:

Form 1295 is only required for a change made to an existing contract in certain circumstances: (1) if a Form 1295 was not filed for the existing contract, then a filing is only required if the changed contract either requires an action or vote by the governing body or the value of the changed contract is at least \$1 million; or (2) if a Form 1295 was filed for the existing contract, then another filing is only required for the changed contract if there is a change to the information disclosed in the Form 1295, the changed contract requires an action or vote by the governing body, or the value of the changed contract increases by at least \$1 million.

As required by law, the Commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The Commission also adopted rules ([Chapter 46](#)) to implement the law. The Commission does not have any additional authority to enforce or interpret [section 2252.908](#) of the Government Code.

### Filing Process:

A business entity must use the [Form 1295 filing application](#) the Commission created to enter the required information on Form 1295 and print a copy of the completed form. Once entered into the filing application, the completed form will include a unique certification number, called a “certification of filing.”

An authorized agent of the business entity must sign the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct.

The completed, printed, and signed Form 1295 bearing the unique certification of filing number must be filed with the governmental body or state agency with which the business entity is entering into the contract.

### Acknowledgement by State Agency or Governmental Entity:

The governmental entity or state agency must acknowledge receipt of the filed Form 1295 with the certification of filing, using the Commission’s filing application, not later than the 30th day after the date the governing body or state agency receives the Form 1295. The Commission will post the completed Form 1295 to its website within seven business days after the governmental entity or state agency acknowledges receipt of the form.

## Changes to Form 1295

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an “unsworn declaration.”

What type of contracts are exempt from the Form 1295 filing requirement under the amended law?

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- A sponsored research contract of an institution of higher education;
- An interagency contract of a state agency or an institution of higher education;



- A contract related to health and human services if: o the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract;
- A contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;\*
- A contract with an electric utility, as that term is defined by Section 31.002, Utilities Code;\* or
- A contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.\*

The newly exempt contract types are marked with an asterisk.

Why do I need to include my date of birth and address when I sign Form 1295? Was this always the case?

In 2017, the legislature amended the law to require Form 1295 to include an “unsworn declaration” which includes, among other things, the date of birth and address of the authorized representative signing the form. The change in the law applies to contracts entered into, renewed, or amended on or after January 1, 2018. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018.

Will my date of birth and address appear on the TEC’s website when I file the form?

No. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also *Paxton v. City of Dall.*, No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at \*10-11 (App.—Austin May 22, 2015) (mem. op.) (pet. denied) (available here).

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Table with 4 columns: Name of Interested Party, City, State, Country (place of business), and Nature of Interest (Controlling, Intermediary). Includes a large watermark: 'Must file online at www.ethics.state.tx.us/File'

5 Check only if there is NO Interested Party. [ ]

6 UNSWORN DECLARATION

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_ (street), \_\_\_\_\_ (city), \_\_\_\_\_ (state), \_\_\_\_\_ (zip code), \_\_\_\_\_ (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. (month) (year)

Signature of authorized agent of contracting business entity (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

House Bill 89 VERIFICATION

I, \_\_\_\_\_, the undersigned representative of \_\_\_\_\_  
(hereafter referred to as company)

being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270::

- 1. Does not boycott Israel currently; and
- 2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with Caldwell County, Texas.

Pursuant to Section 2270.001, Texas Government Code:

- 1. "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; and
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

ON THIS THE \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

\_\_\_\_\_

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: \_\_\_\_\_

Street address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

CERTIFIED BY: (type or print) \_\_\_\_\_

TITLE: \_\_\_\_\_

(signature) \_\_\_\_\_

(date) \_\_\_\_\_

**Disclosure of Lobbying Activities**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

<p><b>1. Type of Federal Action:</b>                  a. contract                  _____ b. grant                  c. cooperative agreement                  d. loan                  e. loan guarantee                  f. loan insurance</p>	<p><b>2. Status of Federal Action:</b>                  a. Qualification/offer/application                  _____ b. initial award                  c. post-award</p>	<p><b>3. Report Type:</b>                  a. initial filing                  _____ b. material change  <b>For material change only:</b>                  Year _____ quarter _____                  Date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b>                  _____ Prime _____ Subawardee                  Tier _____, if Known:   <b>Congressional District, if known:</b></p>	<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>   <b>Congressional District, if known:</b></p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b>                   CFDA Number, <i>if applicable</i>: _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b>                  \$</p>	
<p><b>10. a. Name and Address of Lobbying Registrant</b>  <i>(if individual, last name, first name, MI):</i></p>	<p><b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i>  <i>(last name, first name, MI):</i></p>	
<p><b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>	<p><b>Signature:</b> _____  <b>Print Name:</b> _____  <b>Title:</b> _____  <b>Telephone No.:</b> _____ <b>Date:</b> _____</p>	
<p><b>Federal Use Only</b></p>	<p><b>Authorized for Local Reproduction                  Standard Form - LLL (Rev. 7-97)</b></p>	

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31

U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Qualification (RFQ) number; Invitations for Qualification (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/Qualification control number assigned by the Federal agency). Included prefixes, e.g., "RFQ-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

# ARCHITECT-ENGINEER QUALIFICATIONS

OMB Control Number: 9000-0157  
Expiration Date: 2/29/2024

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0157. We estimate that it will take 29 hours (25 hours for part 1 and 4 hours for Part 2) to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

## PURPOSE

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by 40 U.S.C. chapter 11, Selection of Architects Engineers, and Part 36 of the Federal Acquisition Regulation (FAR).

The Selection of Architects and Engineers statute requires the public announcement of requirements for A-E services (with some exceptions provided by other statutes), and the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

## GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm. Part II has two uses:

1. An A-E firm may submit Part II to the appropriate central, regional or local office of each Federal agency to be kept on file. A public announcement is not required for certain contracts, and agencies may use Part II as a basis for selecting at least three of the most highly qualified firms for discussions prior to requesting submission of Part I. Firms are encouraged to update Part II on file with agency offices, as appropriate, according to FAR Part 36. If a firm has branch offices, submit a separate Part II for each branch office seeking work.

2. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

## INDIVIDUAL AGENCY INSTRUCTIONS

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

## DEFINITIONS

**Architect-Engineer Services:** Defined in FAR 2.101.

**Branch Office:** A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

**Discipline:** Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

**Firm:** Defined in FAR 36.102.

**Key Personnel:** Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

## SPECIFIC INSTRUCTIONS

### Part I - Contract-Specific Qualifications

#### Section A. Contract Information.

1. Title and Location. Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.

2. Public Notice Date. Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.

3. Solicitation or Project Number. Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

#### Section B. Architect-Engineer Point of Contact.

4-8. Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address. Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.

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Section C. Proposed Team.

9-11. Firm Name, Address, and Role in This Contract. Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)"). Attach an additional sheet in the same format as Section C if needed.

Section D. Organizational Chart of Proposed Team.

As an attachment after Section C, present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

Section E. Resumes of Key Personnel Proposed for this Contract.

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:

12. Name. Self-explanatory.

13. Role in this contract. Self-explanatory.

14. Years Experience. Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).

15. Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.

16. Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.

17. Current Professional Registration. Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia according to FAR Part 36.

18. Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.

19. Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description and Specific Role (block (3)).

Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for this Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. Example Project Key Number. Start with "1" for the first project and number consecutively.

21. Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.

22. Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to this Contract (block 24).

23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

23b. Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.

23c. Point of Contact Telephone Number. Self-explanatory.

24. Brief Description of Project and Relevance to this Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.



25. Firms from Section C Involved with this Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

29. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section F.

**Section G. Key Personnel Participation in Example Projects.**

**Section H. Additional Information.**

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F. Complete the following blocks (see example below).

30. Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

26. and 27. Names of Key Personnel and Role in this Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

**Section I. Authorized Representative.**

28. Example Projects Listed in Section F. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

31. and 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. Name and Title. Self-explanatory.

**SAMPLE ENTRIES FOR SECTION G (MATRIX)**

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below first, before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Jane A. Smith	Chief Architect	X		X							
Joseph B. Williams	Chief Mechanical Engineer	X	X	X	X						
Tara C. Donovan	Chief Electrical Engineer	X	X		X						

**29. EXAMPLE PROJECTS KEY**

NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)	NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)
1	Federal Courthouse, Denver, CO	6	XYZ Corporation Headquarters, Boston, MA
2	Justin J. Wilson Federal Building, Baton Rouge, LA	7	Founder's Museum, Newport, RI

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## Part II - General Qualifications

See the "**General Instructions**" on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

1. Solicitation Number. If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. Firm (or Branch Office) Name and Address. Self-explanatory.

3. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. Unique Entity Identifier. Insert the unique entity identifier issued by the entity designated at SAM. See FAR part 4.6.

5. Ownership.

a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. Point of Contact. Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. Name of Firm. Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective and the associated unique entity identifier. This information is used to review past performance on Federal contracts.

9. Employees by Discipline. Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. Profile of Firm's Experience and Annual Average Revenue for Last 5 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. Annual Average Professional Services Revenues of Firm for Last 3 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total.

12. Authorized Representative. An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

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List of Disciplines (*Function Codes*)

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<b>Code</b>	<b>Description</b>	<b>Code</b>	<b>Description</b>
01	Acoustical Engineer	32	Hydraulic Engineer
02	Administrative	33	Hydrographic Surveyor
03	Aerial Photographer	34	Hydrologist
04	Aeronautical Engineer	35	Industrial Engineer
05	Archeologist	36	Industrial Hygienist
06	Architect	37	Interior Designer
07	Biologist	38	Land Surveyor
08	CADD Technician	39	Landscape Architect
09	Cartographer	40	Materials Engineer
10	Chemical Engineer	41	Materials Handling Engineer
11	Chemist	42	Mechanical Engineer
12	Civil Engineer	43	Mining Engineer
13	Communications Engineer	44	Oceanographer
14	Computer Programmer	45	Photo Interpreter
15	Construction Inspector	46	Photogrammetrist
16	Construction Manager	47	Planner: Urban/Regional
17	Corrosion Engineer	48	Project Manager
18	Cost Engineer/Estimator	49	Remote Sensing Specialist
19	Ecologist	50	Risk Assessor
20	Economist	51	Safety/Occupational Health Engineer
21	Electrical Engineer	52	Sanitary Engineer
22	Electronics Engineer	53	Scheduler
23	Environmental Engineer	54	Security Specialist
24	Environmental Scientist	55	Soils Engineer
25	Fire Protection Engineer	56	Specifications Writer
26	Forensic Engineer	57	Structural Engineer
27	Foundation/Geotechnical Engineer	58	Technician/Analyst
28	Geodetic Surveyor	59	Toxicologist
29	Geographic Information System Specialist	60	Transportation Engineer
30	Geologist	61	Value Engineer
31	Health Facility Planner	62	Water Resources Engineer

List of Experience Categories (*Profile Codes*)

Code	Description	Code	Description
A01	Acoustics, Noise Abatement	E01	Ecological & Archeological Investigations
A02	Aerial Photography; Airborne Data and Imagery Collection and Analysis	E02	Educational Facilities; Classrooms
A03	Agricultural Development; Grain Storage; Farm Mechanization	E03	Electrical Studies and Design
A04	Air Pollution Control	E04	Electronics
A05	Airports; Navaids; Airport Lighting; Aircraft Fueling	E05	Elevators; Escalators; People-Movers
A06	Airports; Terminals and Hangars; Freight Handling	E06	Embassies and Chanceries
A07	Arctic Facilities	E07	Energy Conservation; New Energy Sources
A08	Animal Facilities	E08	Engineering Economics
A09	Anti-Terrorism/Force Protection	E09	Environmental Impact Studies, Assessments or Statements
A10	Asbestos Abatement	E10	Environmental and Natural Resource Mapping
A11	Auditoriums & Theaters	E11	Environmental Planning
A12	Automation; Controls; Instrumentation	E12	Environmental Remediation
B01	Barracks; Dormitories	E13	Environmental Testing and Analysis
B02	Bridges	F01	Fallout Shelters; Blast-Resistant Design
C01	Cartography	F02	Field Houses; Gyms; Stadiums
C02	Cemeteries ( <i>Planning &amp; Relocation</i> )	F03	Fire Protection
C03	Charting: Nautical and Aeronautical	F04	Fisheries; Fish ladders
C04	Chemical Processing & Storage	F05	Forensic Engineering
C05	Child Care/Development Facilities	F06	Forestry & Forest products
C06	Churches; Chapels	G01	Garages; Vehicle Maintenance Facilities; Parking Decks
C07	Coastal Engineering	G02	Gas Systems (Propane; Natural, Etc.)
C08	Codes; Standards; Ordinances	G03	Geodetic Surveying: Ground and Air-borne
C09	Cold Storage; Refrigeration and Fast Freeze	G04	Geographic Information System Services: Development, Analysis, and Data Collection
C10	Commercial Building ( <i>low rise</i> ) ; Shopping Centers	G05	Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting
C11	Community Facilities	G06	Graphic Design
C12	Communications Systems; TV; Microwave	H01	Harbors; Jetties; Piers, Ship Terminal Facilities
C13	Computer Facilities; Computer Service	H02	Hazardous Materials Handling and Storage
C14	Conservation and Resource Management	H03	Hazardous, Toxic, Radioactive Waste Remediation
C15	Construction Management	H04	Heating; Ventilating; Air Conditioning
C16	Construction Surveying	H05	Health Systems Planning
C17	Corrosion Control; Cathodic Protection; Electrolysis	H06	Highrise; Air-Rights-Type Buildings
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting	H07	Highways; Streets; Airfield Paving; Parking Lots
C19	Cryogenic Facilities	H08	Historical Preservation
D01	Dams ( <i>Concrete; Arch</i> )	H09	Hospital & Medical Facilities
D02	Dams ( <i>Earth; Rock</i> ); Dikes; Levees	H10	Hotels; Motels
D03	Desalinization ( <i>Process &amp; Facilities</i> )	H11	Housing ( <i>Residential, Multi-Family; Apartments; Condominiums</i> )
D04	Design-Build - Preparation of Requests for Proposals	H12	Hydraulics & Pneumatics
D05	Digital Elevation and Terrain Model Development	H13	Hydrographic Surveying
D06	Digital Orthophotography		
D07	Dining Halls; Clubs; Restaurants		
D08	Dredging Studies and Design		

List of Experience Categories (*Profile Codes continued*)

Code	Description	Code	Description
I01	Industrial Buildings; Manufacturing Plants	P09	Product, Machine Equipment Design
I02	Industrial Processes; Quality Control	P10	Pneumatic Structures, Air-Support Buildings
I03	Industrial Waste Treatment	P11	Postal Facilities
I04	Intelligent Transportation Systems	P12	Power Generation, Transmission, Distribution
I05	Interior Design; Space Planning	P13	Public Safety Facilities
I06	Irrigation; Drainage	R01	Radar; Sonar; Radio & Radar Telescopes
J01	Judicial and Courtroom Facilities	R02	Radio Frequency Systems & Shieldings
L01	Laboratories; Medical Research Facilities	R03	Railroad; Rapid Transit
L02	Land Surveying	R04	Recreation Facilities (Parks, Marinas, Etc.)
L03	Landscape Architecture	R05	Refrigeration Plants/Systems
L04	Libraries; Museums; Galleries	R06	Rehabilitation (Buildings; Structures; Facilities)
L05	Lighting (Interior; Display; Theater, Etc.)	R07	Remote Sensing
L06	Lighting (Exteriors; Streets; Memorials; Athletic Fields, Etc.)	R08	Research Facilities
M01	Mapping Location/Addressing Systems	R09	Resources Recovery; Recycling
M02	Materials Handling Systems; Conveyors; Sorters	R10	Risk Analysis
M03	Metallurgy	R11	Rivers; Canals; Waterways; Flood Control
M04	Microclimatology; Tropical Engineering	R12	Roofing
M05	Military Design Standards	S01	Safety Engineering; Accident Studies; OSHA Studies
M06	Mining & Mineralogy	S02	Security Systems; Intruder & Smoke Detection
M07	Missile Facilities (Silos; Fuels; Transport)	S03	Seismic Designs & Studies
M08	Modular Systems Design; Pre-Fabricated Structures or Components	S04	Sewage Collection, Treatment and Disposal
N01	Naval Architecture; Off-Shore Platforms	S05	Soils & Geologic Studies; Foundations
N02	Navigation Structures; Locks	S06	Solar Energy Utilization
N03	Nuclear Facilities; Nuclear Shielding	S07	Solid Wastes; Incineration; Landfill
O01	Office Buildings; Industrial Parks	S08	Special Environments; Clean Rooms, Etc.
O02	Oceanographic Engineering	S09	Structural Design; Special Structures
O03	Ordnance; Munitions; Special Weapons	S10	Surveying; Platting; Mapping; Flood Plain Studies
P01	Petroleum Exploration; Refining	S11	Sustainable Design
P02	Petroleum and Fuel (Storage and Distribution)	S12	Swimming Pools
P03	Photogrammetry	S13	Storm Water Handling & Facilities
P04	Pipelines (Cross-Country - Liquid & Gas)	T01	Telephone Systems ( <i>Rural; Mobile; Intercom, Etc.</i> )
P05	Planning (Community, Regional, Areawide and State)	T02	Testing & Inspection Services
P06	Planning (Site, Installation, and Project)	T03	Traffic & Transportation Engineering
P07	Plumbing & Piping Design	T04	Topographic Surveying and Mapping
P08	Prisons & Correctional Facilities	T05	Towers ( <i>Self-Supporting &amp; Guyed Systems</i> )
		T06	Tunnels & Subways

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List of Experience Categories (*Profile Codes continued*)

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<b>Code</b>	<b>Description</b>
U01	Unexploded Ordnance Remediation
U02	Urban Renewals; Community Development
U03	Utilities (Gas and Steam)
V01	Value Analysis; Life-Cycle Costing
W01	Warehouses & Depots
W02	Water Resources; Hydrology; Ground Water
W03	Water Supply; Treatment and Distribution
W04	Wind Tunnels; Research/Testing Facilities Design
Z01	Zoning; Land Use Studies

# ARCHITECT-ENGINEER QUALIFICATIONS

## PART I - CONTRACT-SPECIFIC QUALIFICATIONS

### A. CONTRACT INFORMATION

1. TITLE AND LOCATION <i>(City and State)</i>	
2. PUBLIC NOTICE DATE	3. SOLICITATION OR PROJECT NUMBER

### B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE		
5. NAME OF FIRM		
6. TELEPHONE NUMBER	7. FAX NUMBER	8. E-MAIL ADDRESS

### C. PROPOSED TEAM

*(Complete this section for the prime contractor and all key subcontractors.)*

	(Check)			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V PARTNER	SUBCON-TRACTOR			
a.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
b.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		

### D. ORGANIZATIONAL CHART OF PROPOSED TEAM

*(Attached)*

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

*(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM

15. FIRM NAME AND LOCATION *(City and State)*

16. EDUCATION <i>(Degree and Specialization)</i>	17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i>
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18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

**19. RELEVANT PROJECTS**

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	



<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION <i>(City and State)</i>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
<b>23. PROJECT OWNER'S INFORMATION</b>		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

<b>a.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>b.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>c.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>d.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>e.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>f.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE



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**H. ADDITIONAL INFORMATION**

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30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

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**I. AUTHORIZED REPRESENTATIVE**

*The foregoing is a statement of facts.*

31. SIGNATURE

32. DATE

33. NAME AND TITLE

