

NOTICE

SOLICITING SEALED RESPONSES TO REQUEST FOR QUALIFICATIONS

Post Oak Savannah Groundwater Conservation District ("POSGCD") is soliciting sealed Responses to its Request for Qualifications; hereinafter referred to as RFQ, to be received by the General Manager's Office located at 310 East Avenue C, Milano, Texas 76556 or via mail to P.O. Box 99, Milano, Texas 76556. POSGCD's normal business days are Monday through Friday between the hours of 8:00 a.m. to 4:00 p.m. and shall be closed on recognized holidays.

Responses to the RFQ will be received until **3:00 p.m. Central Time**, on **Friday, September 30, 2022**; shortly thereafter all submitted Responses to the RFQ'S will be gathered and taken to POSGCD's Public Meeting Room, to be publicly opened and read aloud as having been timely received Any Response to the RFQ received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any Response to the RFQ submitted shall have sufficient time to be received by the General Manager's Office prior to the opening date and time. The receiving time in the General Manager's Office will be the governing time for acceptability. All Responses to the RFQ'S must bear original signatures and figures thus no Response will be accepted by telephone, facsimile or email.

RFQ #2022

ARCHITECTURAL/ENGINEERING SERVICES FOR NEW POST OAK SAVANNAH GCD DISTRICT OFFICES, EDUCATION AND MEETING CENTER

Respondents receiving a "NOTICE TO RESPONDENTS" and/or "REQUEST FOR QUALIFICATIONS" notice in the mail or reading same in the newspaper are advised that the solicitation documents can be downloaded from the POSGCD web page address <https://posgcd.org/request-for-qualifications/>, or may obtain copies of same by contacting the office of: Gary Westbrook, General Manager, 310 East Avenue C, Milano, Texas 76556 by calling 512-455-9900 or by e-mailing your request to the following e-mail address: gwestbrook@posgcd.org.

If you have any questions or require additional information regarding this RFQ, please contact Gary Westbrook, District General Manager, at: 512-455-9900.

Six complete sets of the Response must be submitted in an envelope sealed with tape and prominently marked on the lower left-hand corner of the envelope with corresponding RFQ number and title.

Please read the requirements thoroughly and be sure that the Response offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point-by-point basis, attached to and made a part of your Response. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

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Six complete sets of the Response must be submitted in an envelope sealed with tape and prominently marked on the lower left-hand corner of the envelope with corresponding RFQ number and title.

Please read the requirements thoroughly and be sure that the Response offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point-by-point basis, attached to and made a part of your Response. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

PURPOSE

The POSGCD is soliciting Responses from qualified firms to provide comprehensive Architectural/Engineering Services, to assist POSGCD in performing the planning and construction of a New Education and Meeting Center ("Project"). The firm selected shall have the primary responsibility for execution of the planning, design, construction documentation, and construction administration phases of the Project.

INTENT

The services to be provided under this RFQ shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFQ. There is no intention to disqualify any respondent who can meet the requirements.

SUBMITTAL OF RESPONSE

Responses to the RFQ shall be submitted in sealed envelopes as called referenced on the attached solicitation. Six (6) complete sets of the Response; One (1) original marked "**ORIGINAL**," and five (5) copies marked "**COPY**." In addition, a **USB** with a PDF file of Response must be provided. RFQs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of a Response to this solicitation constitutes an offer by the respondent. Once submitted, RFQ's become the property of the POSGCD and as such POSGCD reserves the right to use any ideas contained in any RFQ regardless of whether that

respondent/firm is selected. Submission of a Response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFQ, unless clearly and specifically noted in the RFQ submitted and confirmed in the contract between POSGCD and the successful respondent otherwise. RFQs which do not comply with these requirements may be rejected at the option of POSGCD. RFQs must be filed with the POSGCD Oak Savannah Groundwater Conservation District before the deadline day and hour. No late RFQs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFQ requirements may be grounds for disqualification.

Hand Delivered RFQ'S:

Post Oak Savannah Groundwater Conservation District
c/o General Manager
310 E. Avenue C, Milano, Texas 76556

If using Land Courier (i.e.FedEx,
UPS):

Post Oak Savannah Groundwater Conservation District
c/o General Manager
310 E. Avenue C, Milano, Texas 76556

If Mailing RFQ's:

Post Oak Savannah Groundwater
Conservation District
c/o General Manager
P.O. Box 92, Milano, Texas 76556

TIME ALLOWED FOR ACTION TAKEN

POSGCD may hold RFQ/s **90**_days after deadline without taking action. Respondents are required to hold their RFQ/s firm for same period of time.

RIGHT TO REJECT/AWARD

POSGCD reserves the right to reject any or all RFQs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to POSGCD.

ASSIGNMENT

Respondents are advised that POSGCD shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFQ in whole or in part, to a third party without the written approval of POSGCD.

AWARD

Respondents are advised that the POSGCD is soliciting RFQs and award shall be made to the respondent that in the opinion of POSGCD is the best qualified.

NUMBER OF CONTRACTS

POSGCD reserves the right to award one, more than one, or no contract(s) in Response to this RFQ.

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

ALTERATIONS/AMENDMENTS TO RFQ

RFQ **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No RFQ may be withdrawn after opening time without acceptable reason in writing and only after approval by POSGCD.

LIST OF EXCEPTIONS

The respondent shall attach to his/her RFQ a list of any exceptions to the specifications/ requirements.

PAYMENT

POSGCD will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been completed, introduced to POSGCD, and found to meet POSGCD's specifications/requirements. No other method of payment will be considered.

SYNONYM

Where in this solicitation package Architectural/Engineering Services for New Education and Meeting Center is used, its meaning shall refer to the request for Schematic and Design of New POSGCD Education and Meeting Center as specified.

RESPONDENT'S EMPLOYEES

Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of POSGCD. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. POSGCD shall have the right of inspection of said undertakings at any time.

INDEMNIFICATION CLAUSE

The Respondent agrees to indemnify and save harmless POSGCD, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

INTERPRETATIONS

Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFQ. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by POSGCD in accordance with paragraph entitled "Addenda and Modifications".

VERBAL THREATS

Any threats made to any employee of POSGCD, be it verbal or written, to discontinue providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and POSGCD will immediately sever the contract with the Respondent/Consultant on contract.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the Respondent should be clearly noted on the pages where confidential information is contained; however, POSGCD cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

PAST PERFORMANCE

Respondent's past performance shall be taken into consideration in the evaluation of RFQ submittal.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Milam County, Texas.

RIGHT TO AUDIT

POSGCD reserves the right to audit the vendor's books and records relating to the performance of this contract. POSGCD, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records

maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by POSGCD to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the POSGCD. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Milam County, Texas.

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the Post Oak Savannah Groundwater Conservation District not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ visit the Texas Ethics Commission web page at <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

RIGHT TO ASSURANCES:

In the event POSGCD, in good faith, has reason to question the intent of the Vendor to perform, POSGCD may demand written assurances of the intent to perform. In the event no written assurance is given within the time specified, POSGCD may treat this failure as an anticipatory repudiation of the Agreement.

- a. **ANTI-BOYCOTT VERIFICATION:** To the extent any Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Vendor represents that neither the Vendor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Contractor (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended
- b. **IRAN, SUDAN, FOREIGN TERRORIST ORGANIZATIONS:** To the extent any Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, the Vendor represents that neither the Vendor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Vendor is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.
- c. **NO DISCRIMINATION AGAINST FOSSIL-FUEL COMPANIES.** To the extent any Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the District to comply with such Section and to the extent such Section does not contravene

applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (b) does business with a company described by (a) above.

- d. **NO DISCRIMINATION AGAINST FIREARM ENTITIES AND FIREARM TRADE ASSOCIATIONS.** To the extent any Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the District to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, (a) 'discriminate against a firearm entity or firearm trade association' means, with respect to the firearm entity or firearm trade association, to: (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; and (b) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (A) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (B) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. As used in the foregoing verification, (a) 'firearm entity' means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code); and (b) 'firearm trade association' means a person, corporation, unincorporated association, federation, business league, or business organization that: (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

ETHICAL STANDARD

No POSGCD official or employee shall have interest in any contract resulting from this RFQ.

The following forms must be completed with your Response.

- **Conflict of Interest Questionnaire**
- **Anti-Boycott Verification Form**
- **Fossil Fuels Verification Form**
- **Firearm Companies Verification Form**

The forms stated above MUST be returned as part of your Response. Failure to include these forms may result in your RFQ being considered unresponsive and therefore disqualified. Sample copies of these forms are included in the RFQ. * **FORM 1295 (CERTIFICATE OF INTERESTED PARTIES) is not required with the RFQ submittal but will be required from the awarded party before entering into a contract with the Post Oak Savannah Groundwater Conservation District.**

CONFIDENTIALITY OF INFORMATION AND SECURITY

Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of POSGCD, and any applicable federal laws and regulations relating to confidentiality.

TERMINATION OF CONTRACT

POSGCD reserves the right to terminate the contract if, in the opinion of POSGCD, the successful vendor's performance is not acceptable, no funds are available, or if POSGCD wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

RESPONSE DEADLINE

Responses to the RFQ must be addressed to General Manager, Post Oak Savannah Groundwater Conservation District, by **Friday, September 30, 2022 until 3:00 p.m.** for consideration. An original and five (5) complete sets of the Response must be submitted no later than this date and time in a **sealed envelope** indicating that its contents are in response to the RFQ for "Architectural/Engineering/Engineering Services for the New District Offices, Education and Meeting Center". **In addition, a USB with a PDF file of Response must be provided. Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.**

Hand Delivered RFQ's:

**Post Oak Savannah Groundwater Conservation District
c/o General Manager
310 E. Avenue C, Milano, Texas 76556**

If using Land Courier (i.e.FedEx, UPS):

**Post Oak Savannah Groundwater Conservation District
c/o General Manager
310 E. Avenue C, Milano, Texas 76556**

If Mailing RFQs:

**P Post Oak Savannah Groundwater Conservation District
c/ c/o General Manager
P. P.O. Box 92, Milano, Texas 76556**

ADDENDA AND MODIFICATIONS

Any changes, additions, or clarifications to the RFQ are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFQ or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event POSGCD deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFQ shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFQ Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by POSGCD and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. POSGCD may issue a written addendum no later than five calendar days prior to the date Responses must be received. Addendums are available online at <https://posgcd.org/request-for-qualifications/>

RFQ PREPARATION COSTS

The POGCD shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a RFQ or for any work performed prior to execution of contract.

EQUAL EMPLOYMENT OPPORTUNITY

Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

AUTHORIZATION TO BIND RESPONDENT TO RFQ

RFQs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFQ. Person signing Response must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFQ. A corporation shall execute the RFQ by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the Response. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

Confidential Information Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

INSURANCE REQUIREMENTS

Respondent shall have or shall procure and maintain the following minimum insurance:

1. Commercial general liability insurance, including personal injury liability, blanket contractual liability and broad-form property damage liability coverage. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. Statutory workers' compensation and employer's liability insurance as required by state law.
4. Professional liability insurance. The policy limit shall be not less than \$1,000,000.

POSGCD shall be named as additional insured on policies 1 and 2 above via blanket endorsements. Upon request, a certificate of insurance will be provided to POSGCD with a 30-day written notice in the event the above policies are cancelled.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM
CIQ

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

OFFICE USE ONLY

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).

Date Received

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.

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

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.)

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

Name of Officer

JT 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

^ 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.

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).

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, 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.

VERIFICATION OF NO BOYCOTTING ISRAEL

I, _____, the undersigned representative of _____, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify 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.**
- 1) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>**

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.*

SIGNATURE OF COMPANY REPRESENTATIVE:

TYPE/PRINT NAME AND TITLE:

DATE:

VERIFICATION OF NO BOYCOTT ENERGY COMPANIES

I, _____, the undersigned representative of
_____, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

- 1) **does not boycott energy companies and;**
- 2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. *“Boycott energy company has the meaning assigned by Section 809.001; and*
2. *“Company” has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.*

SIGNATURE OF COMPANY REPRESENTATIVE:

TYPE/PRINT NAME AND TITLE:

DATE:

VERIFICATION OF NO DISCRIMINATION AGAINST FIREARM ENTITY OR FIREARM TRADE ASSOCIATION

I, _____, the undersigned representative of

_____, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

- (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.**

Pursuant to Section 2274.001, Texas Government Code:

- 1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*
- 2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*
- 3) *"Discriminate against a firearm entity or firearm trade association":*
 - a) *means, with respect to the entity or association, to:*
 - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
 - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
 - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
 - b) *does not include:*
 - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
 - (ii) *a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
 - (aa) *to comply with federal, state, or local law, policy, or regulation or a directive by a regulatory agency; or*
 - (bb) *for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.*
- 4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*
- 5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear,*

carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.

- 6) "Firearm entity" means:
- a) *firearm, firearm accessory, orammunition manufacturer, distributor, wholesaler, supplier, or retailer; and*
 - b) *a sport shooting range as defined by Section 250.001, Local Government Code.*
- 7) "Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:
- a) *is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;*
 - b) *has two or more firearm entities as members; and*
 - c) *is exempt from federal income taxation under Section 501(a), Internal RevenueCode of 1986, as an organization described by Section 501(c) of that code.*

SIGNATURE OF COMPANY REPRESENTATIVE:

TYPE/PRINT NAME AND TITLE:

DATE:

I. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

1. RFQ Response:

In order to be considered for selection, Responders must submit a complete Response to this RFQ. One (1) original and five (5) copies of each Response must be submitted to the issuing agency. In addition, a USB with a PDF file of Response must be provided. No other distribution of the Response shall be made by the Responder.

2 Proposal Preparation:

Qualifications shall be signed by an authorized representative of the Responder. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Qualifications which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation. Qualifications should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFQ. Emphasis should be placed on completeness and clarity of content.

Qualifications should be organized in the order in which the requirements are presented in the RFQ. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFQ. It is also helpful to cite the paragraph number, sub-letter, and repeat the text of the requirement as it appears in the RFQ. If a Response covers more than one page, the paragraph number and sub-letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFQ requirements. Information which the Responder desires to present that does not fall within any of the requirements of the RFQ should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Qualifications that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFQ requirements are specifically addressed.

As used in this RFQ, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall Response to the RFQ, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of a Responder to satisfy a "must" or "shall" requirement does not automatically remove that Responder from consideration; however, it may seriously affect the overall rating of the Response.

Each copy of the Response should be bound or contained in a single volume. All documentation submitted with the Response should be contained in that single volume.

Oral Presentation: Responders who submit a Response to this RFQ may be required to give an oral presentation of their Response to the committee and/or full Board of Directors. This provides an opportunity for the Responder to clarify or elaborate on the Response. This is a fact finding and explanation session only and does not include negotiation. POSGCD will schedule the time and location of these presentations. Oral presentations are an option of POSGCD and may or may not be conducted.

1.3 Specific Response Instructions:

Qualifications should be as thorough and detailed as possible so that POSGCD may properly evaluate your capabilities to provide the required goods/services. Responders are required to submit the following items as a

complete Response:

Return the RFQ cover sheet and all addenda acknowledgments, if any, signed and filled out as required.

Responder Data Sheet, included as an attachment to the RFQ (Section V of the RFQ), and other specific items or data requested in the RFQ.

Acknowledgment Form, included as an attachment to the RFQ (Section V of the RFQ), and other specific items or data requested in the RFQ

A written narrative statement to include:

1. Responder's complete name, business address, and telephone number and the name, mailing address, and telephone number of the person that the Project Committee should contact regarding the proposal, as well as the location of the office(s) where work will be carried out.
2. A description of the Responder's organization, including names of principals, number of employees, longevity, client base, areas of specialization and expertise and any other pertinent information in such a manner that proposal evaluators may reasonably formulate an opinion about the stability and financial strength of the organization
3. Provide similar experience of the key team members illustrating similar projects or work related to the capabilities in designing multi-purpose building including events, conventions, arts and entertainment and processes described in the scope of work. Include sub-consultant (if any) capabilities as related to the scope of work. Cite specific projects of a similar nature to the Project described herein and list a reference with primary contact information for each project cited.
4. Project Approach and Schedule: A detailed description of how you/your firm proposes to approach this Project. Include sufficient discussion of proposed methodologies, techniques, and procedures for each work item. Provide a breakdown and description of tasks assigned per project team member. Describe the hierarchy of project management. Provide suggestions for any additional services, which may enhance the value and/or affect the overall economy and effectiveness of the Project.
 - > Project Schedule: Note any unique services the design team can provide and any changes to the schedule in order to complete the project. Any suggestions on how to accelerate the design process to allow construction to begin in a quicker timeframe are encouraged.
5. Project Team(s): Provide an Organization Chart of the project team specifying the dedicated Project Manager, key personnel, and sub-consultants assigned to the team and the availability of backup personnel that will support this Project. Include a brief summary identifying roles and responsibilities and general qualifications (i.e., professional registrations, certifications and/or licenses) of each team member (including sub-consultants) in disciplines appropriate to the Project, as well as education, availability to work on this Project, experience, years of experience (with current firm and other firms). Please do not list firm staff members that are not directly working on the Project team. If more than one Project Manager or team is desired, please include this information and describe why this is necessary and how it is anticipated to work.
 - > Project Manager Qualifications: Experience of the project manager with event/arts/conventions/entertainment center planning including education and relevant experience. Experience should include public meetings, design and master planning, project management and construction. Please list references and contact information for these projects.
6. Insurance and Contract Statement: Provide a statement that the firm has reviewed and is willing to meet the requirements as specified in Appendix A - Standard Clauses for Post Oak Savannah Groundwater Conservation District Contracts, and provide insurance as specified in Appendix B - Minimum Insurance Standards for Post Oak Savannah Groundwater Conservation District Contracts.
7. Identification of Lawsuits/Administrative Claims/Fines: Consultants must identify all lawsuits;

administrative claims or fine proceedings Consultant has been a party to in the past five (5) years. Include any fines levied by any governmental unit relating to the proposed work in this RFQ such as fines from the DEC, Department of Labor or other units of government.

II. SPECIFICATIONS

2.1 Purpose

The Post Oak Savannah Groundwater Conservation District is soliciting Responses - Statements of Interest and Qualifications from qualified firms to provide comprehensive Architectural/Engineering Services, to assist POSGCD in performing design, specifications, planning and construction of New District Offices, Education and Meeting Center Project. The firm selected shall have the primary responsibility for execution of the planning, design, construction documentation, and construction (day-to-day) administration phases of the Project.

2.2 Background

The existing District Offices are rapidly becoming too small; current building houses all administrative offices and has a meeting room for educational events and Board meetings. POSGCD has purchased property that it desires to build a new 8,000-10,000 sq. ft. building to house the District's new Administrative offices, as well as Education and Meeting Center.

The entire site is located at 930 E. Holdiness Lane, Milano, Texas.

2.3 Project Goal

Provide as part of the Response a preliminary rendering of proposed District Offices, Education and Meeting Center Building. As the budget allows the building desired would be approximately 8,000 - 10,000 square feet; including 1,000 to 2,000 square feet internal/external educational area with some means of opening it up to become an indoor/outdoor training area. Parking for up to 40 vehicles for Board meetings and training sessions and additional securable parking/storage area for approximately 8 vehicles. Outdoor area will allow for training on rainwater harvesting as well as gardens with water-wise plants and irrigation methods which conserve the most water.



Office space to accommodate ten to fifteen (10-15) administrative personnel areas/offices, records area, breakroom/lunchroom, conference/training room, The site has access off of Holdiness Lane, that, in turn, has access to Highway 36.

2.4 Project Components

1. Customer Convenience.
 - a. Customer accessibility - construction of a facility that allows for easy access (including ADA compliant) for the public.
 - b. Site accessibility - traffic flows, ingress/egress constraints, parking, and on-site circulation.
2. Future Growth.
 - a. Scalable site for future additions, including more administrative facilities and outdoor conservation education areas – campus style setting.
3. Visibility/Image.
 - a. Building visibility from street view.
4. Current/Future site constraints.

Miscellaneous site constraints that could impact development, i.e.; topography, environmental issues, zoning, infrastructure, utilities including septic, etc. These are unknown and will need to be reviewed and addressed.

5. Site Requirements

Develop facility concept plan with illustrations of a new District Offices, Education and Meeting Center. Concept plans should consider Architectural/Engineering features, placement on site, street view, parking and other site amenities. Final site plans shall include all District Offices, Education Facilities/Meeting Center shall include possible outdoor learning area for conservation programs such as rainwater harvesting and water conservation programs and areas for growth.

6. Professional Services

In addition to the architectural renderings/plans, the individual or entity who is selected will be required to develop full engineering plans that takes into account storm water detention, impact on adjacent properties, and location of closest utilities (water, electric, gas, fiber, telephone, etc.) as well as need for septic system. This Project shall also be used to highlight current techniques to take advantage of green and conservation minded strategies – power and water conservation.

7. Full Development Cost Estimates

- a. Provide development cost estimate broken down by;
- b. Environment abatement (if required)
- c. Permits, design fees, engineering fees, etc.
- d. Site development, i.e. land balancing
- e. Infrastructure costs, i.e. offsite extensions to site, internal infrastructure, parking, ingress/egress, etc.
- f. Building construction costs with prevailing wage considerations.

III. SCOPE OF WORK

POSGCD desires to engage a qualified Professional Architect, Landscape Architect, and/or Engineering Firm to provide Design Services and Project Management for the Project, from conception to completion. Major tasks shall include the following:

3.1 Architectural/Landscape Architectural/Engineering Design:

1. Complete a site visit to meet with key personnel, local officials, and other stakeholders to learn about the project and the public engagement process that has occurred to date.
2. Provide no less than two (2) design alternatives with electronic renderings and preliminary construction estimates for each funded component outlined in the project details. The alternatives will be reviewed by the public and POSGCD's Building Committee. The final alternative will be presented to the POSGCD Board for final approval.
3. Deliver the items to the Post Oak Savannah Groundwater Conservation District, after POSGCD Board's Approval:
 - a. All Final Rendering plans (36"x48") and provide PDF version.
 - b. AutoCAD Files
 - c. Project report - in PDF Format and include site inventory and analyses, conceptual alternatives.

3.2 Construction Documents Services:

1. Prepare construction drawings and specifications (project manual).
 - a. Reviews by the Building Committee of both the drawings and project manual at 60% completion, 90% completion and at 100% completion.
 - b. The design team will meet with the Building Committee to discuss, review comments at the, 60% and 90% stages of completion.
2. Prepare construction cost estimates and keep them up-to-date thru the life of the project. Critical times will be, 60%, 90% & 100%. This project will be bid as a unit price bid so the cost estimate should be set up in this manner with certain elements (ex. pavilion building) bid as a lump sum line item.
3. Complete all environmental testing and review.
4. Complete pre-design geotechnical services. At a minimum, borings should occur under all paved areas and building locations and any other structural elements with critical footings proposed. The exact amount will be agreed upon once a layout is known.
5. Provide for all necessary utilities including water, septic, electrical.
6. As-builts - At the completion of the construction project provide a digital set (AutoCAD) and one set of PDF's of as-built plans.
7. Management Plan - At the completion of the construction project compile all product information including all warranties into a concise document (digital and 1 paper copy) for the Post Oak Savannah Groundwater Conservation District Staff to use. A separate landscape maintenance document for all plant material specified shall also be provided. This landscape maintenance document will need to be developed during the CD phase of the project and reviewed with Building Committee and Post Oak Savannah Groundwater Conservation District staff prior to bidding the project, and finalized once the project is complete. This will assist District staff in determining how areas are to be maintained in order to properly budget operating funds.

3.3 Project Construction Management:

Construction management and reporting will be a critical component of this project. Project Construction management will be provided by the selected firm from conception to completion. Management to include regular meetings with contractors and subcontractors; daily site visits and site monitoring; weekly reporting to POSGCD; not less than monthly review of the budget and timeline; attendance and participation in all public meetings and hearings; tracking of all invoices and payments; solicitation, compliance, and reporting; contractor payment review and reporting, and other specific reporting as required by the individual funding agencies.

3.4 Project Schedule:

Below is a very general schedule of desired kick-off as well as completion dates. The remainder of the Project schedule shall be the responsibility of the selected firm. Any changes to this process should be included in the design team proposal.

Project Initiation/Kick Off: January 2023.

Construction Complete: No later than December 2023.

In the schedule, time should be identified for solicitation, required public input meetings and hearings. Ideas on how to accelerate the design process to allow for early construction are encouraged

IV. EVALUATION AND AWARD CRITERIA:

Requests for Qualifications will be evaluated based on the criteria below, by the Post Oak Savannah Groundwater Conservation District's General Manager and both the Building Committee and Advisory Committee.

1. Firm experience/reputation/workload: The firm's experience in similar work and the record of successful results of that work. Consideration will be given to the firm's ability to take on additional work, demonstrate understanding of POSGCD's goals and purposes of this Project, specific management approach, how well the firm's organization structure shows sufficient depth of its present workload, approach to managing the Project's budget and time, and the firm's ability to offer the breadth and quality of services required for this Project.
2. Response to the Project objectives outlined in the scope of work: The proposed approach for performing the work for this Project, including demonstrated understanding of the scope of work for this Project and Project deliverables. Ideas that are innovative, cost-effective, sustainable and feasible for the Project will be given additional weight.
3. Experience of the personnel assigned to this Project team: A firm provides the resources but the individuals assigned to a Project are how the job gets done. The Committee will give weight to the individual qualifications of the Project team members who will be assigned to do a majority of the work on the Project. Consideration will include the Project Manager's individual qualifications, experience, and location, which key personnel will be assigned to the Project, and any sub-consultants individual experience, qualifications, and location. Preference will be given to those firms demonstrating a strong ability to meet the State of Texas requirements.
4. Schedule: Consideration will be given to the firm's ability to meet schedules and responsiveness to the Project Committee. Once a contract is awarded, the selected firm must be in a position to begin work immediately and move quickly towards completion.

V. AWARD OF CONTRACT:

POSGCD may select one (1) or more firms to provide services based on this evaluation or it may choose to follow up with an interview with the Building Committee on **Wednesday, October 12 or 19, 2022 IF NECESSARY**. This process will result in the recommendation of a firm or firms to provide services to the Board of Directors on **Tuesday, November 8, 2022**. POSGCD reserves the right to reject any and all RFQ's for any reason whatsoever. POSGCD may waive informalities or irregularities in the RFQ's received where such is merely a matter of form and not substance, and the correction or waiver thereof is deemed by POSGCD not prejudicial to other RFQ's.

Selection shall be made of one or more Responders deemed to be fully qualified and best suited among those submitting Qualifications on the basis of the evaluation factors included in the RFQ, if so stated. Negotiations shall be conducted with the Responders so selected. After negotiations have been conducted with each Responder so selected, the agency shall select the Responder which, in its opinion, has made the best proposal, and shall award the contract to that Responder. POSGCD may cancel this RFQ or reject Responses at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed the most advantageous. Should POSGCD determine in writing and in its sole discretion that only one Responder is fully qualified, or that one Responder is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Responder. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated. After the selection of the most qualified firm(s), scope of services and billing rates will be negotiated and used as attachments to POSGCD's Professional Services Agreement. This Agreement will then be submitted to POSGCD Board for approval.

If POSGCD and the selected firm cannot successfully negotiate an agreement, then POSGCD will enter into negotiations with the next best qualified firm on the evaluation rating list. This procedure may be repeated until one (1) or more firms has been selected and approved by the Board of Directors.

POSGCD currently anticipates conducting the selection process proceeding in accordance with the following list of milestones. This schedule is subject to revision and POSGCD reserves the right to modify this schedule as necessary, in its sole

discretion.

RFQ Issue/Publish RFQ	September 1, 2022
RFQ Site Visit	September 16, 2022- 10:00 am
RFQ Submission Deadline (Post Marked or Delivered)	September 30, 2022 - 3:00 p.m.
	October 3-7, 2022
RFQ Review	October 11, 2022
Firms Interviews, if required Board Selects Firm(s)	

VI: POSGCD CONTACT

If you should have any questions regarding the preparation of the Response to the RFQ, contact Gary Westbrook, 512-455-9900

Responses to the RFQ must be addressed to General Manager's Office, Post Oak Savannah Groundwater Conservation District, and received at POSGCD's offices by **September 30, 2022 no later than 3:00 pm**. Six (6) complete sets of the Response no larger than 30 bound pages must be submitted no later than this date and time. The Response to the RFQ is to be placed in a sealed envelope indicating that its contents are in response to the Request for Qualifications for the **Architectural/Engineering Services for New District Offices and Education and Meeting Center**.