

NEWTON COUNTY

REQUEST FOR PRE-QUALIFICATION APPLICATIONS

COVER SHEET

RFQ # 2018-6

REQUEST TO PRE-QUALIFY CONTRACTORS FOR HOUSING REHABILITATION AND RESIDENTIAL CONSTRUCTION SERVICES

FOR COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY FUNDS

(May 2015 and October 2015 FLOODING EVENTS DR-4223 and

DR-4245 DISASTER DECLARATIONS)

(March 2016 FLOODING EVENT DR-4266 DISASTER DECLARATIONS) and

FUTURE DISASTER EVENTS

The enclosed REQUEST FOR QUALIFICATIONS (RFQ) and accompanying specifications and statement of work are for your convenience in submitting a response for the enclosed referenced products and/or services for Newton County, Texas.

**Responses shall be received no later than:**

**SEPTEMBER 7, 2018 AT 2:00 P.M., CENTRAL (LOCAL) TIME**

PLEASE MARK ENVELOPE:

**RFQ #2018-6 HOUSING REHABILITATION AND**

**CONSTRUCTION SERVICES**

Respondent shall sign and date the offer as requested on each page. Offers which are not signed and dated in this manner may be rejected.

**IMMEDIATE AND CRITICAL NEED TO PRE-QUALIFY CONTRACTORS: There is a critical need to retain construction contractors as soon as possible to perform disaster recovery services. The initial solicitation submittal date is September 7, 2018, and may be extended for six 30-day intervals ending March 1, 2019. The County will review and provide decisions within 15 business days after receipt of fully signed, executed and complete applications that are received any time during this solicitation period. As a result, any fully completed applications received by the County within or after 1 business day after this solicitation’s opening period begins will be reviewed and decisions will be provided within 15 business days after receipt of fully signed and executed applications. The overall intent of this timing and review process is to secure qualified vendors as soon as possible and ensure there is adequate contractor capacity to address up to 200 construction work orders spread across Newton County.**

A contractor pre-qualified to receive construction contracts shall remain eligible to receive contracts based on the terms and conditions of this solicitation until all County disaster recovery efforts have been completed, the contractor requests to be removed from the list of pre-qualified contractors, or contractor is removed from the list of pre-qualified contractors because of performance issues.

**DELIVER OFFER TO:**

**PHYSICAL ADDRESS FOR COURIERS & HAND DELIVERIES**

SANDRA K. DUCKWORTH

NEWTON COUNTY CLERK

115 COURT STREET

NEWTON, TEXAS 75966

**MAILING ADDRESS \*\***

SANDRA K. DUCKWORTH

NEWTON COUNTY CLERK

P.O. BOX 454

NEWTON, TEXAS 75966

\*\*US Postal Service mailing address: Respondents who prefer to use the U.S. mail may submit their offers using the U.S. Postal Service mailing address shown above.

HOWEVER, packages delivered by the U.S. Postal Service to the Newton County mailing address are subject to delays that may cause a response to be rejected due to missing a solicitation receipt deadline. Respondents using the U.S. mail should take this possible delay into account when using the U.S. mail.

The County appreciates your time and effort in preparing this offer. Please note that all responses must be received at the designated location by the deadline shown. Responses received after the deadline will not be considered for the award of the Contract and shall be considered void and unacceptable. Proposals must be physically received at the County Clerk’s Office by the deadline date and time regardless of method of delivery – a postmark dated prior to the deadline does not signify meeting the deadline.

Any prospective Respondent desiring any explanation or interpretation of the solicitation must make a written request which must be received by the Auditor's Office as instructed in the Solicitation Schedule. The request must be emailed to elizabeth.ho[lloway@co.newton.tx.us](mailto:lloway@co.newton.tx.us). The Auditor will provide the County’s official response to any questions received. Any information given to a prospective Respondent concerning this solicitation will be furnished promptly to all other known prospective Respondents as a written amendment/addendum to the solicitation. Newton County reserves the right to accept or reject any or all bids/offers as it deems in its best interest and to waive any formalities.

It is the Respondent's responsibility to verify the issuance of Addenda in regard to this Bid/Offer. All Addenda shall be submitted to all known Respondents and shall be posted on the Newton County Website [www.co.newton.tx.us](file:///C:\Users\dorothy.carroll\AppData\Local\Microsoft\Windows\Temporary%20Internet%20Files\Content.Outlook\U7OWTU4V\www.co.newton.tx.us). under CDBG DR-4223, DR 4245 and DR 4266 Information. Newton County shall not be responsible for failed internet connections or power interruptions.

All required documents shown on the Package Checklist including any Addenda Receipt Forms which may have been issued must be included in a sealed envelope marked with the bidder's company name, the RFQ name, number and due date.

Elizabeth Holloway\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Elizabeth Holloway, Newton County Auditor

###### NEWTON COUNTY RESPONDENT CERTIFICATION

**RFQ# 2018-6**

REQUEST TO PRE-QUALIFY CONTRACTORS FOR HOUSING REHABILITATION AND RESIDENTIAL CONSTRUCTION SERVICES

FOR COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY FUNDS

(May 2015 and October 2015 FLOODING EVENTS - DR-4223 and DR-4245 DISASTER DECLARATIONS)

(March 2016 FLOODING EVENT – DR-4266 DISASTER DECLARATIONS) AND FUTURE DISASTER EVENTS

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LEGAL NAME OF CONTRACTING COMPANY

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FEDERAL I.D. # (Company or Corporation) SOCIAL SECURITY # (Individual)

TELEPHONE NUMBER FACSIMILE NUMBER

CONTACT PERSON TITLE

COMPLETE MAILING ADDRESS COUNTY & STATE ZIP CODE

COMPLETE STREET ADDRESS COUNTY & STATE ZIP CODE

EMAIL ADDRESS

CERTIFICATION

By my signature hereon, I certify that the Goods and/or Services that I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of this Request of Qualifications, including the Scope of Work/Technical Specifications, other requirements, as well as, the Exhibits. Further, I agree that if my offer is accepted, I shall perform as required in these Contract documents. I am aware that, once accepted by Newton County, my offer becomes a binding Contract in accordance with the provisions herein of the aforementioned Contract documents, and that I will not be permitted to attempt enforcement of any other Contract or Contract provisions.

SIGNATURE DATE

Typewritten or Printed Name Title

**Initials**

**NEWTON COUNTY CONTRACT SHEET**

**THE STATE OF TEXAS**

**COUNTY OF NEWTON**

This memorandum of agreement made and entered into on the\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2018, by and between Newton County in the State of Texas (hereinafter designated County), acting herein by County Judge Paul Price, by virtue of an order of Newton County Commissioners' Court, and \_ (hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the Instructions to Respondents, Specifications/Statement of Work, other requirements and Exhibits, and all other requirements herein for RFQ # 2018 - 6\_ REQUEST TO PRE-QUALIFY CONTRACTORS FOR HOUSING REHABILITATION AND RESIDENTIAL CONSTRUCTION SERVICES FOR COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY FUNDS (May 2015 and October 2015 FLOODING EVENTS - DR-4223 and DR-4245 DISASTER DECLARATIONS) (March 2016 FLOODING EVENT – DR-4266 DISASTER DECLARATIONS) AND FUTURE DISASTER EVENTS as stated in the Request for Qualifications Package Checklist hereto attached and made a part hereof, together with the bond (when required), and shall constitute the full agreement and Contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted offer for responders who are pre-qualified.

It is further agreed that this Contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Newton, Texas this. day of. 2018.

By: \_

Paul Price, Newton County Judge

By: \_

Signature of Contractor

By: \_

Printed Name and Title

**Initials\_\_\_\_\_**

##### REQUEST FOR QUALIIFICATIONS

##### PACKAGE CHECKLIST

**RFQ# 2018-6**

REQUEST TO PRE-QUALIFY CONTRACTORS FOR HOUSING REHABILITATION AND RESIDENTIAL CONSTRUCTION SERVICES FOR COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY FUNDS

Items checked below represent components which comprise this offer package. Respondents are asked to review the package to be sure that all applicable parts are included and can use this checklist to aid in their review and response submittal. If any portion of the package is missing, notify the Newton County Auditor immediately.

It is the Respondent’s responsibility to be thoroughly familiar with all requirements and specifications. Be sure you understand the following before you return your bid/offer packet. Failure to provide these items may result in rejection of bid offer.

1. \_\_ Cover Sheet
2. \_\_ Respondent Certification -Must be signed (IN INK) by an authorized representative of the respondent having the authority to bind the firm into a contract.
3. \_\_ Contract Sheet - Must be signed (IN INK) by an authorized representative of the respondent having the authority to bind the firm into a contract (TO BE SUBMITTED BY VENDOR UPON AWARD)

4. \_\_ RFQ Package Checklist

1. \_\_ Instructions to Respondents
2. \_\_ Scope of Work/Technical Specifications - See Part III
3. \_\_ Standard Terms and Conditions
4. \_\_ Special Conditions
5. \_\_ Respondent’s Certification (Page 3) Company name, identifying information and signature (IN INK).
6. \_\_ SDNs/Blocked Persons Affirmation (Exhibit VIII)
7. \_\_ Insurance Requirements (Exhibit IX)
8. \_\_ Conflict of Interest Questionnaire - Form CIQ (Exhibit VII)
9. \_\_ Attachments: The documents below are hereby attached and made a part of this package.

Attachment A - *Texas General Land Office GLO-CDR Housing Design Standards (Single-Family)*

Attachment B - *Newton County Design Standards for Reconstruction and New Construction Summary*

Initials \_\_\_

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**PART I – INTRODUCTION**

1. **GENERAL INFORMATION AND THE CONTRACT**

Newton County is the easternmost county in the State of Texas. As of the 2010 census, its population was 14,445. The Contract consists of the Instructions to Respondents, Scope of Work, Standard Terms & Conditions, as well as all other documents included in the Request for Qualifications Number 2018-6 as stated in the Request for Qualifications Package checklist and any other specifications, as well as addenda issued prior to execution of the Contract, other documents listed in the Contract, and modifications issued after execution of the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may only be amended or modified under the terms of this Contract. Newton County may make partial or complete awards to one or more vendors (if applicable), whichever is in the best interest of the County. Contracts where the County must pay in excess of $50,000 are routed to Commissioner Court for approval. The contract term shall begin upon award and is for two years, with one (1) 1-year renewal period.

1. **BACKGROUND**

2.1 The County has suffered a series of storm impacts in the past 3 years, including the Memorial Day and Halloween floods of 2015 and the Tax Day floods of 2016. Homes flooded in these events can generally be expected to have flooded again during Harvey. The County believes residents whose homes were flooded may not have filed for Federal Emergency Management Agency (“FEMA”) assistance.

2.2 The State of Texas General Land Office (GLO) United States Department of Housing and Urban Development (“HUD”) has allocated $74,568,00 in 2015 and $238,895,000 in 2016 in Community Development Block Grant (“CDBG”) Disaster Recovery (DR) funds for Disaster Relief Requirements, 2015 and 2016 respectively, for the purpose of assisting in long-term recovery from these disasters. The General Land Office (“GLO”) has been designated by the Governor to administer CDBG-DR funds on behalf of the state of Texas. The County is expecting to receive $4.35 million CDBG-DR funds for housing related assistance and infrastructure improvements.

2.3 The County intends to provide housing rehabilitation and construction services to owner-occupied single-family homes affected from the 2015 and 2016 flooding events. The County is working to verify the total number of homes damaged that may be eligible for CDBG-DR assistance through an application process. Through ongoing efforts, the County has identified at least 140 single-family residential structures (defined as a structure containing one to four dwelling units) that suffered flood damage in the storm and may be eligible for the County’s federal funds.

If you are interested in providing construction services, please review and comply with the terms, conditions and instructions set forth in this Request for Proposals (RFQ).

**3.0 SOLICITATION SCHEDULE**

Listed below are the important dates for this Request for Proposals (RFQ).

|  |  |
| --- | --- |
| EVENT | DATE |
| Date RFQ Issued | August 8, 2018 |
| Pre-Proposal Conference  **1-866-844-9419, access code: 30169723**  Or in person at 115 Court Street, Newton, Texas | August 13, 2018, 3:00 p.m. |
| Written Questions due to County (and on the 15th of each month thereafter until March 1, 2019) | August 21, 2018, 2:00 p.m. |
| Responses Due from Respondents (Open until March 1, 2019) | Initial Date: September 7, 2018,  2:00 p.m. |
| RFQ Close Date | March 1, 2019, 2:00 p.m. |
| Initial Pre-Qualification Awards *(Estimated)* | September 2018, and then on-going within 15 days of response submittals |
| Initial Commissioner Court Agenda Date *(Estimated)* | September 2018 |
| Initial Contract Start Date *(Estimated)* | October 2018 |

3.1 Responders may have questions to clarify or interpret the RFQ in order to submit the best response possible. To accommodate this process, Responders shall submit any questions by the above due date (August 21, 2018 at 2:00 p.m.). Thereafter, questions may be submitted by the 15th of each month, however, the County will answer them once every 30 days until the pre-qualification period for this solicitation is closed on March 1, 2019.

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**PART II – DEFINITIONS AND TERMS**

**“4-Plex”** A single-family structure containing 4 dwelling units.

**“ACM”** Acronym forAsbestos Containing Material.

**“Architectural Engineer”** Engineers that are required to coordinate with civil engineers and project managers in order to accomplish various architectural tasks.

**“Community Development Block Grant – Disaster Recover**y” **(CDBG-DR)** a federal program administered by the U.S. Department of Housing and Urban Development that provides funding to assist in the recovery from presidentially declared disaster events.

**“Duplex”** Single family structure containing 2 dwelling units.

**“Dwelling Unit”** A single unit of residence for a household of one or more persons.

**“Elevation Services”** Elevating of homes to required levels based on County and floodplain requirements.

**“Environmental, Health, and Safety Plan” (EHSP)** Development, oversight, and management of environmental health and safety.

**“Federal Emergency Management Agency” (FEMA)** A federal agency that provides funding to assist in the immediate response from Presidentially declared disasters.

**“Housing and Urban Development” (HUD)** The United States Department of Housing and Urban Development.

**“LBP”** Acronym for Lead Based Paint.

**“Occupational Safety and Health Administration”** **(OSHA)** An agency of the United States Department of Labor.

**“New Construction”** Building a new home on a vacant lot or alternate site from the damaged dwelling.

**“Reconstruction”** The rebuilding of a structure on the same site in substantially the same manner. The number of dwelling units on a site may not be increased; but the number of rooms per unit may be increased or decreased.

**“Rehabilitation”** Performing repairs on homes to be in compliance with the Newton County’s Minimum Property Standards for Rehabilitation and the Newton County Design Standards for Reconstruction and New Construction and applicable International Residential Code (IRC) building codes without the need of demolishing and reconstructing the home.

**“Section 3”** HUD’s Section 3 program requires that recipients of HUD CDBG funds, such as the County, to the greatest extent possible, provide job training, employment, and contract opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods. This requirement is a flow-down to all firms contracted to the County and will be included in the Contract Documents.

**PART III – SCOPE OF WORK/TECHNICAL SPECIFICATIONS**

**1.0** PURPOSE

* 1. The County invites entities (“Respondents”) experienced in affordable and disaster recovery housing rehabilitation, reconstruction and new construction to submit Proposals to provide housing rehabilitation, reconstruction and/or new construction and construction management services for eligible homeowners. The program will draw from a variety of local/state/federal resources including but not limited to, the floods of 2015 and 2016 (Memorial Day 2015, Halloween 2015, Tax Day 2016). These services will be provided through the County’s designated department and through consultants that have been retained to administer the program.

1.2 The successful Respondents will only be responsible for providing services to the eligible applicants; the County will assign eligible applicants to the selected Respondents to provide housing construction and repair services.

**2.0 MINIMUM REQUIREMENTS**

2.1 No convictions or civil judgments preceding nor there after this RFQ rendered against Respondent for 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; 2) violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

2.2 Not ever indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated above.

* 1. Where applicable, Respondent’s staff must meet and maintain current certifications and or licensure requirements as mandated by the state law or appropriate licensing authority.
  2. Comply with the HUD Act of 1968, Section 3 requirements, to include, Firm’s proposed plan for community engagement as requested in this RFQ.

1. SCOPE OF SERVICES

3.1 Required services shall include oversight and implementation of design services, pre-construction, reconstruction, elevation, rehabilitation, new construction and construction management services on this program. These services will be performed in accordance with the CDBG-DR Action Plans produced by the General Land Office (GLO) and Newton County CDBG-DR Program policies and procedures.

3.2 Currently, program policies, procedures, and guidelines are being developed and will be provided to the selected firms upon execution of the contracts; however, the County expects the selected firms to have knowledge and experience of CDBG-DR construction policies, procedures, and guidelines. Guidelines will be posted on the County’s website at [www.co.newton.tx.us](file:///C:\Users\dorothy.carroll\AppData\Local\Microsoft\Windows\Temporary%20Internet%20Files\Content.Outlook\U7OWTU4V\www.co.newton.tx.us) when completed.

3.3 Selected Firms shall not alter prices if there is a change in actual number of homes requiring services under this RFQ. Additionally, payments will be made for actual services performed and it is the Firm’s risk to assume a higher or a lower number of eligible homes requiring assistance when requested to submit proposed cost estimations.

3.4 All construction work will be located at scattered site locations within the County limits for applicants eligible for assistance under this Program. Eligibility determination is performed by the County and is not the responsibility of the firms selected from this RFQ. Selected firms are also required to provide the full range of services (rehabilitation, new construction, demolition, and other described construction activities) included in this RFQ.

**4.0 KEY TASKS**

* 1. Management of all construction phases to include but not limited to site prep/grading, foundation (including all underground plumbing, electrical & gas line), demolition, lead paint/asbestos abatement, dry-in (framing, exterior doors, windows, roofing, weatherization and exterior siding/masonry), rough-in (plumbing, mechanical, electrical and gas), insulation, drywall, interior trim/doors, painting, carpet and flooring, cabinets and countertop, finish (electrical, plumbing, mechanical & gas), hookup and punch list.
  2. Provide Architectural Engineering (A/E) services and furnish design of floor plans and other required A/E services for construction, elevation, and surveying activities.
  3. Maintain a pool of general/subcontractors, Architect Engineers (A/E) firms, and other trades adequate to complete construction adhering to County’s requirements and time constraints identified in this RFQ.
  4. Provide timely payments to A/E sub-consultants, general/subcontractors, trades, etc.
  5. Ensure that all necessary permits to perform demolition and/or construction activities have been obtained as required and that Final Inspections are issued and properly documented.
  6. Provide licensed third-party inspectors at key construction milestones to provide assurance to the County that all work performed is in compliance with the IRC and any other applicable code requirements, such as floodplain and elevation. For newly constructed homes, inspections shall be provided at key construction phases, including foundation pre-pour inspection (or installation of foundation if elevated), electrical rough-in and finish, plumbing rough-in and finish, pre-drywall, and final. The Final Inspection must be conducted by a Texas Real Estate Commission (TREC) certified inspector. For homes receiving rehabilitation, inspections must be performed as applicable to the project, and may include electrical rough-in and finish, plumbing rough-in and finish, pre-drywall, and final.
  7. Provide a third-party homeowner warranty on all completed new or reconstruction projects. At a minimum, 1-year warranty for workmanship and materials, 2-year warranty for mechanical, electrical, and plumbing systems, 10 year warranty for structure, and appliance warranty from manufacturer shall be provided to homeowner. Rehabilitation shall carry a one year warranty on repairs and workmanship.
  8. Accompany the Program inspector during initial site visit to determine quantities that will be included in the Scope of Work, and review and note constructability options
  9. Perform periodic monitoring of home construction during all construction phases. Firms shall provide an assigned superintendent at each project site and notify County of the assignment or re-assignment of superintendent within 48 hours. The County reserves the right to require a superintendent to be on-site during all construction and establish a maximum ratio of projects for each superintendent.
  10. Participate in the Program’s progress/pay point Inspections performed by Program inspectors to ensure compliance with construction requirements, applicable building codes, zoning requirements, house plan specifications and minimum structural elevation per the Federal Emergency Management Agency’s (FEMA) Elevation Certificate.
  11. Provide excellent customer service for homeowners during relocation and construction activities. Firm shall be responsive to customer requests and communicate on a regular basis with homeowners; coordinate relocation issues such as utility connects/disconnects, schedules, storage; and ensure that homeowners are fully informed of the construction process.

* 1. Provide and maintain all original and copies of supporting documentation to include but not limited to construction draws, liens, releases from vendors, subcontractors; and suppliers.
  2. Furnish progress reporting as determined by Program requirements or requested by Newton County.
  3. Coordinate with local governmental jurisdictions, homeowner associations, and other jurisdictions as appropriate to complete projects.
  4. Support and assist the County during state/federal monitoring or auditing activities, including providing financial information, reports, site visits, and other requests that may be required.

1. **TECHNICAL REQUIREMENTS**

The selected Firms shall provide construction services including, but not limited to, the following technical requirements:

* 1. **Design Services**

During the phase of design services, the following activities are performed:

5.1.1 The selected Firms will utilize properly-licensed Texas A/E and land surveying firms for designing floor plans for reconstruction and new constructions, and design services for foundation repairs, repairs for damaged structures, and homes needing elevations that may be required for rehabilitation.

5.1.2 Floor plans shall be submitted to the Newton County for approval of the plan prior to presentation to homeowners for selection and use. Upon approval from Newton County, the design drawings shall be stamped by properly licensed Texas A/E firm.

5.1.3 Any design drawings prepared for rehabilitation and elevation activities shall also be submitted to Newton County.

**5.2 Preconstruction Services**

During the phase of preconstruction services, the following activities are performed:

* + 1. Procure in advance or establish reliable supply chains for materials, equipment, supplies and appurtenances with long lead items.
    2. Perform procurement of early trade work.
    3. Submit sample boards of materials (i.e., cabinets, carpet, hardware, paint, etc.) for review and approval of County’s Auditor.
    4. Document compliance with HUD Section 3 requirements. Within 15 days of the execution of contract, the Selected Firm(s) shall submit a Section 3 compliance plan for County’s review and approval. The Selected Firm(s) are expected to perform Section 3 related procurement fairs in applicable regions and locations.
    5. Prepare and maintain a detailed schedule for the Work Orders (WO) allocated.
    6. Work collaboratively with design team and review drawings for submittal to the County for final approval.
    7. Prepare an Environmental, Health, and Safety Plan.
    8. Firms shall execute construction contract(s) (furnished by the County) with assigned homeowner(s).
  1. **Reconstruction Services**

During the phase of reconstruction services, the following activities are performed:

* + 1. Firms shall meet and counsel with assigned homeowner to review and make selections of pre-approved floor plan and construction materials and colors within the timeline specified by the Program.
    2. Firms shall demolish damaged structure and properly dispose of debris in an approved landfill in accordance with County requirements, including the disposal of ACM and other environmentally hazardous materials.
    3. Firms shall obtain or ensure that all necessary permits for demolition and construction are issued and properly documented, Final Inspections are issued and properly documented, and provide foundation location and as-built surveys to confirm that construction is compliant with elevation and setback building line requirements.

5.3.4 Firms shall construct the new replacement dwelling in accordance with Program requirements and County building codes and within the prescribed construction timelines and approved schedule.

5.3.5 Firms shall construct the new replacement dwelling in accordance with the mandatory requirements and shall supply a certificate of inspection verifying that the dwelling meets that standard.

* 1. **Elevation Services**

During the phase of elevation services, the following activities are performed:

5.4.1 Firms may be required to elevate homes to required levels based on County and floodplain requirements.

5.4.2 Firms are responsible for performing initial property surveys to facilitate elevation of structures. It is anticipated that most structures will be elevated to 2 feet above Base Flood Elevation (BFE). Surveys will also identify building lines, easements and encroachments in accordance with the County’s requirements.

5.4.3 Firms shall provide foundation location and as-built surveys to confirm that construction is compliant with elevation and setback building line requirements.

5.4.4 Firms shall coordinate with homeowners regarding temporary relocation schedule and other issues that may be encountered with elevating structures.

* 1. **Rehabilitation Services**

During the phase of rehabilitation services, the following activities are performed:

* + 1. For each home, the Firm will accompany the County’s damage inspector during damage assessment to determine damaged quantities that require repair or replacement. During the inspection, the assigned Firm will also review and note constructability options.
    2. Firms will perform repairs to ensure homes are compliant with the Program construction standards and construction codes without the need of demolishing and reconstructing the home.
    3. Firms are responsible for performing Lead and Asbestos abatement activities as determined by the damage assessment and included in the project scope of work. All work must be properly documented and proper clearances obtained prior to homeowner’s re-occupation of the dwelling.
    4. Firms are responsible for ensuring compliance with the [HUD Green Building Retrofit Checklis](https://www.hudexchange.info/resource/3684/guidance-on-the-cpd-green-building-checklist/)t.

**5.6 New Construction Services**

During the phase of construction services, the following activities are performed:

* + 1. Firms shall meet and counsel with assigned homeowner to review and make selections of pre-approved floor plan and construction materials and colors within the timeline specified by the Program.
    2. Firms shall be responsible for obtaining necessary construction permits, including floodplain permits, as required.
    3. New construction projects will require initial, foundation location, and as-built surveys to confirm that construction is compliant with elevation and setback/offset building line requirements.
    4. Firms are responsible for demolition of damaged structures, if required. All demolition activities and disposal of demolition/construction debris must follow applicable local, state, and Federal guidelines, laws, and regulations.
    5. During the demolition and construction process, Firms shall address disposal of any LBP, ACM, mold, household and other environmental waste.
    6. Firms will be responsible to coordinate with appropriate departments for shutoff and timely reconnection of all utilities.
    7. Firms shall be responsible for managing all utility-related issues associated with demolition and/or construction.

**5.7 Construction Management Services**

During the phase of construction services, the following activities are performed:

5.7.1 Firms shall provide administrative, management, and related services to coordinate scheduled activities and responsibilities of their general contractors, subcontractors, and trades with each other to manage construction schedule. Firms are allowed to self-perform construction and are responsible for coordinating and scheduling their own construction services.

5.7.2 Firms shall visit and thoroughly inspect the project sites and any structures or other manmade features to be modified.

5.7.3 Firms shall coordinate and manage the scope of work to be performed by their subcontractors through final acceptance, including punch-list work. Firms shall be responsible for keeping the services on schedule, and ensuring that the Subcontractors furnish materials and perform work according to the approved scope of work and construction plans.

* + 1. Firms shall have the authority over their general contractors/subcontractors to require prompt execution of the work and to give instructions to require corrective actions, whenever such action may be necessary in its opinion to ensure proper execution of the Contract Documents RFQ and/or to protect the interests of the County.
    2. As requested by the County, Firms shall provide routine reports to the County regarding quality control inspections to ensure progress and quality of construction, adherence to schedule, and conformance with applicable construction standards.
    3. Firms shall coordinate their trades, subcontractors, and other construction personnel to ensure that the quantity, quality, fitness, and progress of the work is in compliance with the Contract requirements. All work is subject to the final review of the County. The County will not routinely require prior approval of these actions but reserves the right to review and approve at the discretion of the Newton County.
  1. Scheduling

5.8.1 Based on the number of construction projects initially assigned, each Firm will generate and maintain a master schedule (schedule of all assigned construction sites) showing average duration for performing activities at the assigned homes. This schedule will break down activities from work order assignment, projected pay points and construction milestones, through final inspection, and close out. This schedule may also include County activities which potentially may impact the schedule and the County’s occupancy requirements.

5.8.2 Based on the new work orders and the number of close outs, each Firm shall update the master schedule weekly to determine revised durations on the active construction projects. The schedule will also indicate any delays and recommend actions to mitigate the delays and implement approved schedule recovery measures.

* + 1. Firms will be responsible for performing regular routine daily/weekly monitoring of construction; however, the County will perform milestone inspections required for payment approvals and Program compliance.
  1. Customer Support
     1. Firms shall provide technical assistance to homeowners assigned to them concerning the results of the damage estimate and scope of work.
     2. Firms shall communicate with homeowners assigned to them regarding their construction status and answer any questions the homeowner may have regarding the construction process.
     3. Firms shall address any inconveniences the homeowners assigned to them might expect or have during the construction period. Some portions of the home may be occupied during rehabilitation. Firms shall provide detailed instructions to homeowners regarding construction activities and mark off all construction areas as not accessible to homeowners.
     4. Firms shall communicate with homeowners assigned to them regarding any construction delays and providing a schedule recovery plan (as approved by the County).
     5. Firms shall assist in updating homeowners when Program policies and procedures affecting homeowners or construction are revised.
     6. Firms shall communicate any issues from the homeowners to the County immediately and record/log information into the County’s system of record.
     7. Firms will not be responsible for relocation of homeowners during construction period, but are required to coordinate with homeowners regarding temporary relocation, schedules, and other needs, as required.
  2. Record Keeping

# Firms shall enter or upload all documentation, communications, and records including all permits, certifications, warranties, and approvals regarding all assigned projects into the County’s system of record within two (2) days of receipt or occurrence.

# Firms shall maintain records of principal work layout lines, elevations of the bottom of footings, floor levels, and key site elevations to include utility layouts (complete with depth of burial), and as-built construction drawings certified by a licensed surveyor or Engineer as applicable.

* + 1. Firms shall document all communications with homeowners regarding the construction status and any other issues.
    2. Firms shall maintain records of all events that occur at the job site or elsewhere, which affect, or may be expected to affect the quality, scope, or progress of the services.

5.10.5 All records shall be retained for a period of five (5) years following the close out of GLO’s federal grant with HUD. Firms will be notified of its closure.

5.10.6 Thee selected Firms will upload documentation, enter, maintain, and update information related to the program requirements in the County system of record (provided by the County) daily, in accordance with the Program timelines, procedures, and CDBG-DR recordkeeping requirements.

# Data Reports

* + 1. Project Status Report: Firms shall be responsible for entering all relevant information into the County’s system of record that is needed to monitor the progress of all assigned projects. This report shall contain information about weekly activities, project status, project delays and corrective actions implemented; and any other information requested by the County. The County will provide format and frequency of the reports.
    2. Section 3 Report: Firms shall submit this report to the County’s Auditor in accordance to HUD Section 3 reporting requirements. Failure to provide these reports as requested and required by the County may result in delay of payments.
    3. The Firms shall support and assist the County during activities pertaining to close out of the federal grant, including financial reconciliation, reporting, recordkeeping, and achievement of the HUD National Objective.

# Environmental, Health, and Safety Plan (EHSP)

5.12.1 The Firms shall develop a comprehensive EHSP for all construction phases performed on this RFQ.

* + 1. The EHSP shall include detailed procedures addressing environmental risks, safety hazards, and provide mitigation methods. Depending on changes in work environment, locations, and conditions, the EHSP shall be updated on a monthly basis or as deemed necessary by the County throughout the lifecycle of the contract.
    2. The Plan shall also identify all Personal Protective Equipment (PPE) required for performing services included in this RFQ.
    3. All health and safety complaints must be addressed immediately and the County must be notified of the complaints and proposed resolutions within 24 hours.
    4. Investigation, removal, and disposal of all LBP and ACM shall be addressed in accordance with all applicable construction/environmental and any other federal, state, and local laws and regulations.
    5. All construction activities shall be performed in compliance with applicable Occupational Safety and Health Administration (OSHA) safety regulations and other applicable laws.

# Closeout

* + 1. Firms shall obtain a Final Inspection and provide a copy to the homeowner, the County, and retain the inspection report in the County’s system of record.
    2. Firms shall transfer all operations and maintenance manuals, keys, warranty information and similar submittals required by the Contract Documents to the homeowner and/or the County as directed.
    3. Firms shall provide all preconstruction and construction records and files to the County in the County’s prescribed format within seven (7) calendar days of the approved final inspection.
  1. **Work Orders**

During the term of any contract awarded under this RFQ, the County may request the Firm to perform certain tasks as described in the scope, subject to a specific work order authorization. All work authorizations shall be in writing, signed by all parties, and shall include a scope of services, a list of tasks to be performed by Firm, a time schedule, a list of deliverables and such other information or special conditions as may be necessary for the work requested

* 1. **Invoices**

Firm shall submit an invoice upon completion of each deliverable. Deliverables will be considered complete only upon written acceptance by County. Each invoice shall include deliverable(s) completed and the price for each. No charges may be billed to County unless such costs are explicitly included in the agreement.

* 1. **Payments for Construction Services**

Firms will be provided with a scope of work to perform construction activities on each eligible homeowner’s home. Once all requirements are satisfied and the final scope is agreed upon, the selected Firms will be eligible to submit a payment/draw request on each home once the construction reaches 50% completion and upon final inspection. The County will be performing a program compliance inspection at each of these milestones as described below:.

5.16.1 **33% Construction Completed (Reconstruction/New Construction only)**

The 33% inspection consists of inspection of foundation to verify that the subfloor is installed in accordance with approved plans and that the height of the subfloor is installed in accordance with construction elevation certification. Inspection is also performed to verify that construction is performed in accordance with approved plans and all applicable construction codes, standards, and specifications. A complete final description of this inspection will be included in the policies and procedures.

5.16.2 **50% Construction Completed and Payment (Reconstruction, New Construction and Rehabilitation**)

The selected Firms will be eligible for this payment once the construction has passed the 50% progress inspection performed by the County. As rehabilitation projects are different from each project to the other, 50% inspection will be site-specific to each rehabilitation project.

The 50% inspection consists of verification of Frame and mechanical, electrical, and plumbing (MEP) Rough-In Inspections and the work has been passed by the local municipality, electrical box and rough wiring of the home is secured and complete and the work has been passed by local municipality, exterior surfaces of the home, doors, and windows are installed without visible flaws in workmanship, roofing work is complete, mechanicals such as HVAC system are installed, and all municipal inspections and the engineer’s inspection requirements of the Selected Firms applicable to the home are completed and approved.

For the purposes of this RFQ, in general, a 50% progress inspection can be assumed complete if tasks pertaining to 50% of the construction value has been completed in-place. Payment will not be released for incomplete or uninstalled work, or for work that requires a code inspection and the code inspection has not been completed and approved by the County. In the event of a required elevation, the total construction value will include both rehabilitation and elevation costs. As described in Section 5.7, a ten percent (10%) retainage will be withheld on each payment that would be reimbursed. The description of this inspection is for the Respondent(s) to estimate approximate payment points. A complete final description of this inspection will be included in the policies and procedures.

5.16.3 **33% Construction Complete (Mobile Home Units (MHUs) Only)**

The 33% inspection consists of verification of removal and/or demolition of the existing MHU, site preparation to include any required clearing, grading, foundation preparation and utilities to facilitate the installation of the new MHU, as well as any required permitting. A complete final description of this inspection will be included in the policies and procedures.

5.16.4 F**inal Construction Payment**  **(Rehabilitation, Reconstruction, and New Construction)**

The selected Firms are eligible for this payment once a Final Inspection is completed and the construction passes the final inspection performed by the County. The final inspection is complete when all items on the damage assessment/work order has been completed, all mechanical systems are working properly, all interior and exterior electrical systems are working, all plumbing systems are working and draining, and all other systems or appurtenances installed or repaired as part of this scope are working or completed. As described in Section 5.7, a ten percent (10%) retainage will be withheld on each payment that would be reimbursed. The description of this inspection is for the Respondent(s) to estimate approximate payment points. A complete final description of this inspection will be included in the policies and procedures.

5.16.5 **Final Construction Payment (MHUs)**

The selected Firms are eligible for this payment once the new MHU is fully installed, including but not limited to all utilities, access, mechanicals, anchor systems, and plumbing. Additionally, the MHU must be certified as Ready for Occupancy (RFO) by appropriate authorities. As described in Section 5.7, a ten percent (10%) retainage will be withheld on each payment that would be reimbursed. The description of this inspection is for the Respondent(s) to estimate approximate payment points. A complete final description of this inspection will be included in the policies and procedures.

5.16.6 **Retainage Payment**

The selected Firms are eligible for their 10% retainage payment thirty (30) days after passing final inspection and completion of all punch list items.

**5.17 Bond Capability**

Firm(s) shall provide proof of bonding capacity in a statement addressed to the County of Newton from a certified bonding company, authorized to do business in the State of Texas. **The letter must clearly state the amount of Firm’s bonding capacity to be reserved for Newton County, Texas projects**. Firm shall carry a bonding capacity of **$5 Million** (minimum) upon execution of the Contract. A larger scope may be available to those firms with higher bonding capacity; however, allocation of scope will also depend on the Firm’s performance. The bond(s) must be made payable to Newton County, Texas.

**5.18 Builder’s Risk Insurance**

Firm(s) will be required to carry builder’s risk insurance for each assigned project in an amount sufficient to ensure completion of the project scope. Firm(s) will be required to provide evidence of builder’s risk coverage for each project prior to work order.

**5.19 Insurance Requirements**

Selected respondent(s) shall furniture certificates of insurance to the County evidencing compliance with the insurance requirements hereof for the duration of the project. Certificates shall indicate name of Contractor, name of insurance company, policy number, term of coverage, and limits of coverage

Insurance shall be placed with insurers having an A.M. Best’s rating of no less than A. Such insurance must be issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from loss or damage that may arise to any person or property by reason of services rendered by Contractor.

Insurance required herein shall be maintained in full force and effect during the life of this contract and shall be issued on an occurrence basis. Contractor shall require that any and all subcontractors that are not protected under the Contractor’s own insurance policies take and maintain insurance of the same nature and in the same amounts as required of Contractor and provide written proof of such insurance to Contractor. Proof of renewed/replacement coverage shall be provided upon expiration, termination, or cancellation of any policy. Contractor shall not allow any subcontractor to commence work on the subcontract until such insurance required for the subcontractor has been obtained and approved.

In the event that the insurance is renewed during the duration of the contract, Contractor shall furnish certificate of insurance to the County evidencing renewal of policy within 30 days of renewal. Contractor shall provide County with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement.

Certificates of Insurance, fully executed by a licensed representative of the insurance company written or countersigned by an authorized Texas state agency, shall be filed with the County Judge within ten (10) business days of issuance of notification from the County Judge to Respondent that the contract is being activated as written proof of such insurance and further provided that Respondent shall not commence work under this contract until it has obtained all insurance required herein and provided written proof as required herein.

**Waiver of Subrogation:** All policies of insurance shall waive all rights of subrogation against Newton County, its officers, employees, and agents.

**Additionally Insured:**  Further, on vendor’s certificate of insurance supplied to Newton County, Newton County shall be listed as additionally insured with the exception of workers compensation insurance.

**5.20 Project Budget**

Pursuant to County policy concerning the administration and control of project funds, the initial budget for this project is established at **$4,000,000.00** is defined in the contract as “Agreed Estimate”.

**5.21** **Financial Stability**

If Respondent is an entity that is required to prepare audited financial statements, Respondent shall submit an annual report that includes:

1. Last two years of audited accrual-basis financial statements, including an income statement, cash flow statement, and balance sheet;
2. If applicable, last two years of consolidated statements for any holding companies or affiliates;
3. An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and
4. A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent’s financial ability to perform this contract.

If Respondent is a privately-owned entity or sole proprietorship for which audited financial statements are not required, Respondent shall submit an annual report that includes:

1. Last two years of un-audited accrual-basis financial statements, including an income statement, cash flow statement, and balance sheet;
2. An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and
3. A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent’s financial ability to perform this contract;

OR

1. Other financial information sufficient for the County, in its sole judgement, to determine if Respondent is financially solvent or adequately capitalized.

**6.0** **KEY PERSONNEL**

The Firm shall identify the key personnel that will be committed to the project. The County reserves the right to reject any key personnel proposed if it is determined in the County’s best interest. All key personnel must be committed to the project at all applicable times. Qualifications and experience of key proposed personnel shall be factored into the evaluation process; therefore, key personnel shall not be replaced without the approval of the County. Any approved substitutions for personnel shall be of equal or better qualifications as agreed upon by the County.

**7.0 ATTACHMENTS**

The following documents are provided as an aid in responding to this solicitation:

Attachment A - *Texas General Land Office GLO-CDR Housing Design Standards (Single-Family)*

Attachment B - *Newton County Design Standards for Reconstruction and New Construction Summary*

**PART IV – STANDARD TERMS AND CONDITIONS**

###### NEWTON COUNTY STANDARD TERMS AND CONDITIONS

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

1. **DELIVERY:** Items ordered from this offer may require delivery to various locations throughout Newton County, as specified in this offer or at time of order. All delivery and freight charges (F.O.B. Newton County designated location) are to be included in the offer price (when requested from Selected Respondents) except as noted herein.
2. **AWARD OF CONTRACT:** Newton County reserves the right to reject any or all offers, and to select any part or parts thereof without accepting the entire offer. All solicitations may be compared with contracts available to the County through other sources such as Interlocal Agreements and other appropriate sources. Newton County may purchase through the source that provides the best value to the County. The successful Respondent will be notified of award as promptly as a thorough analysis of responses will permit, and shall have ten (10) calendar days following date of notification of award in which to supply bonds and certificate of insurance as may be required **herein.**
   1. Newton County hereby notifies Respondents (hereinafter called Contractors) that pursuant to Texas Local Government Code §262.0276 (effective September **l,** 2003) Newton County is prohibited from entering into a contract or other transaction which requires approval by the Commissioners Court with an individual, sole **proprietorship, corporation, non-profit corporation, partnership joint venture, limited corporation** or other entity which is indebted to the County. Further, that this Contract may be terminated and payment withheld if awarded Contractor becomes indebted to the County during the term of the Contract.
3. **EQUAL EMPLOYMENT:** All contracts will be awarded by Newton County without consideration as to race, religion, sex, national origin or disability of bidder. Successful Contractors are required to adhere to the provisions of 42 USCA Sec. 12101 et seq., Americans with Disabilities Act.
4. **CONTRACT:** The Contract consists of the Instructions to Contractors, Specifications/Statement of Work, Standard Terms & Conditions, all well as all other documents included in the Request for Qualifications and other specifications, as well as addenda issued prior to execution of the Contract, other documents listed in the Contract, and modifications issued after execution of the Contract. The Contract represents the entire and integrated agreement between the **parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. No** invoices will be paid prior to acceptance of Contract by Newton County. No different or additional terms will become a part of this Contract, except as agreed upon by all parties hereto.

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1. **INTERLOCAL PARTICIPATION:** It is hereby made a precondition of any offer for a Contract for supplies or services and a part of these specifications, that the submission of any offer in response to this request constitutes an offer made under the same conditions, for the same price, and for the same effective period as this offer, to any other governmental entity having an interlocal agreement with Newton County.
   1. It is further understood, that any other governmental entity that elects to use a Newton County semi-annual or annual award will issue its own Contracts or purchase orders and will require separate billing.

**7**. **DEFAULT OF RESPONDENT:** If successful Contractor defaults by failing to supply bonds and/or certificate of insurance within the ten (I0) day period allotted, award shall pass to the next Contractor who provides the best value to Newton County upon the approval of Commissioners' Court.

7.1 Contractor, in submitting this offer, agrees that Newton County shall not be liable for damages in the event that the County declares the Contractor in default.

1. **ADDENDA:** Any interpretations, corrections or changes to these Contract documents and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Newton County Auditor. Addenda will be mailed to all that are known to have received a copy of the offer package and/or Contract. Contractors shall acknowledge receipt of all addenda.
2. **SALES TAX:** Newton County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. However, all construction to be performed under this project by selected firms is subject to Texas Sales Tax and Federal Excise Tax.
3. **ETHICAL CONDUCT:** The Contractor shall not offer or accept gifts or anything of value, nor enter into any business arrangement with any employee or official of Newton County. No public official shall have interest in this Contract, in accordance with Texas Local Government Code Annotated Title 5, Subtitle C, Chapter 171.

10.1 The Contractor affirms that the only person or parties interested in this offer as principals are those **named herein, and that this offer is made without collusion with any other person, firm, or corporation.**

1. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE RESPONDERS:** A prospective Respondent must affirmatively demonstrate Contractor’s responsibility. A prospective Contractor must meet the following requirements:
   1. Have adequate financial resources, or the ability to obtain such resources as required;
   2. Be able to comply with the required or proposed delivery schedule;
   3. Have a satisfactory record of performance;
   4. Have a satisfactory record of integrity and ethics;

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* 1. Be otherwise qualified and eligible to receive an award.
  2. Newton County may request representation and other information sufficient to determine Contractor's ability to meet these minimum standards listed above.

1. **REFERENCES:** During an analysis of all offers, Newton County may request Contractor to supply a list of three (3) references to which like services or materials have been supplied by Contractor. If requested, references should include name of firm, address, telephone number and name of representative.
2. **INSURANCE:** Prior to acceptance of contract by Newton County, the successful Contractor must furnish a **Certificate of Insurance from an approved insurance carrier for the coverage indicated.**
3. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications contained as a part of this package as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
4. **INDEMNIFICATION:** The successful Contractor shall defend, indemnify, and save harmless Newton County and all its officers, Directors, officials, agents, and employees **from all suits, actions, or other claims of any character, name, and description brought for or on account of any** injuries or damages of any negligent act or fault of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because **of any act of omission, neglect, or misconduct of said Contractor; or because any claims or amount recovered** from any infringements of patent, trademark, or copyright; or from any claims or amounts arising recovered **under the Worker's Compensation Act, or any other law, ordinance, order, or decree; or of any Director, employee, subcontractor, or supplier in the execution of, or performance under, any Contract which may result** from award of bid/offer.
   1. Further, Contractor indemnifies and will indemnify and save harmless Newton County from **liability, claim or demand on their part, their Directors, servants, customers, employees, subcontractors, or any employees or agents of subcontractors, whether such liability, claim, or** demand arise from event or casualty happening within the job site itself or elsewhere. Contractor shall pay any judgment with costs which may be obtained against Newton County growing out of such injury or damages.
   2. Money due the Contractor under and by virtue of his Contract *as* may be considered necessary by the County for such purpose may be retained for the use of the County, or in case no money is **due his surety may be held until such suit or suits action or actions, claim or claims for injuries or** damages as aforesaid shall have been settled and suitable evidence to the effect furnished to the County, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage **insurance.**

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1. **THIRD PARTY BENEFICIARY CLAUSE:** It is specifically agreed between the parties executing the Contract that it is not intended by any of the provisions of any part of the Contract to create with the public or any member thereof a third-party beneficiary or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.
2. **PURCHASE ORDERS REQUIRED:** All orders for materials or work must be authenticated by a purchase order issued by the Newton County Purchasing Department. Invoices not bearing a purchase order number will not be paid.
3. **TESTING:** All materials being used in fulfillment of this Contract are subject to inspection or test at any time during their preparation, delivery, or use. At the option of the County Purchasing Director, they may be sampled and tested in order to determine compliance with the governing specifications. Materials not conforming to the requirements of these specifications shall not be used in fulfillment of this Contract with Newton County. The County reserves the right to immediately terminate any Contract found not to be in compliance with governing specifications as a result of testing by the County.
4. **WAGES:** Contractor shall pay or cause to be paid, without cost or expense to Newton County, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees; and all such employees shall be paid wages and benefits as required by Federal and/or State law. Contracts involving construction work or supply of materials in place shall abide by the provisions of Article 5159d Texas Revised Civil Statutes Annotated.
5. **TERMINATION OF CONTRACT:**

**Termination with Cause:**

"Upon written notice to the Contractor of a defect or breach of this Agreement, Contractor has five (5) business days to cure any defect(s) or breach(es) cited in said notice. If Contractor fails to cure the defect(s) or breach(es) within the five (5) business days allowed, Newton County may terminate this Agreement. Nevertheless, Newton County reserves the right to provide written notice to the Contractor that this Agreement shall continue if Contractor has in good-faith commenced efforts to cure said defect(s) or breach(es) and Contractor agrees, in writing, to continue to act without undue delay to cure said defect(s) or breach(es).

**Termination Without Cause:**

This contract may be terminated by either the County or the Contractor at any time, without cause, by providing the other Party at least thirty (30) calendar days' prior written notice.

1. **DELIVERY OF NOTICES:** Any notice provided by this Contract (or required by law) to be given to the Contractor by Newton County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Newton, Texas, by Registered or Certified mail with sufficient postage affixed thereto, addressed to the Contractor at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

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1. **DELIVERY TICKETS:** Delivery tickets shall accompany each order shipped, and shall show Contractor's name and address, delivery location, Newton County purchase order number and descriptive information *as* to item and quantity delivered.
2. **HAZARDOUS SUBSTANCES:** State law requires that shipments of hazardous substances shall include MATERIAL SAFETY DATA SHEETS (MSDS). MSDS must be supplied with the first order shipped under any contract, and at any time MSDS is revised.
3. **PAYMENT**: Payment shall be made upon receipt and/or acceptance in accordance with the terms of this Contract by the County of items(s) ordered, and receipt of a valid invoice in accordance with Texas Government Code chapter 2251. Contractor is required to pay subcontractors within ten (10) days.
4. **CONTRACTOR' S LIABILITY**: The Contractor shall be responsible for all damage or injury to property of any character during the execution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, including the Contractor's agents, employees, subcontractors, and any employees or agents of subcontractors, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.
   1. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, including the Contractor's agents, employees, subcontractors, and any employees or agents of subcontractors, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as he may be directed, or he shall make good such damage or injury in an acceptable manner.
5. **DEFECTIVE MATERIALS**: Unless otherwise stated herein, items supplied under this Contract shall be subject to the County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the Contractor at the next service day at no expense to the County. If item is not picked up within one (1) week after notification, the item will become a donation to the County for disposition.
6. **WARRANTY**: Contractor shall warrant that all items and services shall conform to the proposed specifications, all warranties as stated in the Uniform Commercial Code, and be free from all defects in material, workmanship and title. Contractor and the County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code. Further, Contractor shall provide additional warranty requirements as defined in the Scope of Work attached. Respondents must provide all warranty terms and conditions in response package.

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1. **ASSIGNMENT**: Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of Newton County.
2. **GOVERNING LAW**: Contractor is advised that these requirements shall be fully governed by the laws of the State of Texas and that Newton County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements. All disputes arising out of this agreement will be resolved in Newton County, Texas.

All documents are subject to the Public Information Act requirements.

1. **DRAWINGS**: All drawings, plans, and specifications are hereby attached and made a part of this Contract.
2. **RIGHT TO AUDIT**: At any time during the term of this Contract and for a period of five (45 years after the close-out of the Newton County CDBG-DR grant program, the State of Texas, Newton County, and/or other federal, State and local agencies which may have jurisdiction over this contract and/or purchase order, at reasonable times and at its expense reserve the right to audit successful bidder's records and books. If needed for audit, original or independently certified copies of off-site records will be provided to auditors at successful respondent's expense within two (2) weeks of written request.
3. **BID BOND**: *If marked on the "Request for Qualifications Package Checklist" as an applicable component,* all respondents must submit, with proposal, a cashier's check or certified check for at least five percent (5%) of the total proposal price, if the proposal exceeds $100,000 in Contract price or if the Contract includes construction of public work. Such cashier's check shall be payable to the order of Newton County, or a Bid Bond in the same amount issued by a surety, acceptable to Newton County, authorized to do business in the State of Texas, as a guaranty that the respondent will enter into a contract with Newton County (as outlined in the Instructions/Specifications/Statement of Work and attachments) and that offer will furnish the requisite performance and payment bonds as may be required. (See *Package Checklist.)*
4. **PERFORMANCE AND PAYMENT BONDS**: (Public Works Contract or as Required by Commissioner's Court) *If marked on the "Request for Proposal Package Checklist" as an applicable component,* in the event the total accepted proposal price exceeds $25,000 the successful respondent must provide to the office of the County Purchasing Director, a payment bond, and if the price exceeds $100,000 the successful respondent must also provide a performance bond, each in the amount of one hundred percent (100%) of the total contract sum within ten (10) calendar days after receipt of notification of bid/proposal award. Such bonds shall be executed by a corporate surety or corporate sureties in accordance with Article 7.19-1, Vernon's Texas Insurance Code. Such corporate surety/sureties shall be duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue fidelity and surety bonds

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with a Best Rating of "A" or better and have a bonding capacity adequate for the prescribed amount. Newton County reserves the right to accept or reject any surety company proposed by the respondent. In the event Newton County rejects the proposed surety company, the respondent will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Newton County. *(See Package Checklist.)*

1. **APPLICABLE LAW**: All applicable laws and regulations of the State of Texas and ordinances and regulations of Newton County shalt apply.
2. **COMPLIANCE WITH APPLICABLE LAWS**: Respondent shall at all times observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the services contracted to be provided by respondent hereunder or which in any manner affect this Contract.
3. **FORCE MAJEURE:** Neither the County nor the successful respondent shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to, acts of God, civil or military authority, acts of public enemy, war riots, rebellions, accidents, fires, explosions, earthquakes, floods, or catastrophic failure of public transportation; provided however, that in the event of strikes or labor disputes, an inability to procure raw materials, equipment, power or supplies, or the enactment of any law, order, proclamation, regulation, ordinance, demand, or other requirement of any governmental agency or intergovernmental body, which prevents, restricts, interferes or delays with the performance of this Contract, the party so affected, upon giving notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, delay or interference, so long as the party so affected shall use reasonable efforts under the circumstance to avoid or remove such causes of nonperformance, and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.
4. **SEVERABILITY:** If any provision of this Contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect any other provision contained herein, and the remainder of the Contract shall remain in full force and effect, and enforceable in accordance with its terms.
5. **QUANTITIES:** Newton County requests purchase prices for the items identified in this offer, and in accordance with the specifications provided herein. The quantities provided are given as a guideline only for the purpose of offer preparation. These quantities shall not be construed as the total number of purchases for the Contract. This estimated figure may increase and/or decrease throughout the year. No guarantee is expressed or implied as to the total quantity of items to be purchased under this Contract.
   1. Newton County reserves the right to add or delete like or related items at any time during the term of this Contract. The additions or deletions shall be incorporated into the contract in the form

**Initials \_\_\_\_\_**

of an addendum. Additional items shall be priced in accordance with this contract with appropriate discounts being applied.

1. **PURCHASE FROM OTHER SOURCES**: Newton County reserves the right to purchase goods and/or services specified herein, or of equal or like kind, through contracts established by other governmental agencies or thorough separate procurement actions due to the unique or special needs of Newton County. Further, the County reserves the right to obtain such goods and/or services from others without penalty or prejudice to the County or the respondent and such action shall not invalidate in whole or in part this Contract or any rights or remedies Newton County may have hereunder.
2. **REMEDIES:** "If the bidder/vendor fails to comply with the terms and conditions of this Agreement, Newton County may take one or more of the following actions, as appropriate to the circumstance:
   1. Temporarily withhold payments pending the bidder/vendor commencing in good-faith **corrective action to cure the deficiency;**
   2. Permanently withhold payments; and/or
   3. Take any and all other remedies that may be legally available.
3. **OTHER REQUIREMENTS**
4. *Clean Air Act and Federal Water Pollution Control Act "Clean Air Act*
5. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U,S,C. § 7401 et seq.
6. The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of grantee), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office,
7. The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.
8. *Federal Water Pollution Control Act*
9. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.*
10. The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of grantee), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office
11. The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA."

**Initials \_\_\_\_\_**

*III. Debarment and suspension "Suspension and Debarment”*

(1) The contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R, § 180.935).

1. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
2. This certification is a material representation of fact relied upon by Newton County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Newton County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
3. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in **its lower tier covered transactions."**
4. *Byrd Anti-Lobbying*

The undersigned [Contractor] certifies, to the best of his or her knowledge, 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 an 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 contract, the making 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 Form to Report Lobbying," in accordance with its instructions.**
3. The undersigned shall require that the language of this certification be included in the award documents for 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.

**Initials \_\_\_\_\_**

**PART V – SELECTION PROCESS**

1. **EVALUATION COMMITTEE**

An evaluation committee shall evaluate Respondents’ submissions in accordance with the evaluation criteria listed in Part V. Upon completion of the evaluation, the committee may develop a short list of Respondent(s) meeting the technical competence requirements.  The shortlisted Respondent(s) may be scheduled for a structured oral presentation, demonstration, interview and negotiations. Following these County-to-Respondent(s)’ meetings, the evaluation committee will summarize their findings and recalculate their scores, if needed.  However, the evaluation committee reserves the right to issue letter(s) of clarification when deemed necessary to any or all Respondent(s).  The oral presentations, demonstrations and/or interviews may be recorded and/or videotaped.

**2.0 INTERVIEWS/ORAL PRESENTATIONS/DEMONSTRATIONS**

The County reserves the right to request that Respondent(s) provide a final presentation handout of its Proposal at their scheduled meeting. No Respondent or subcontractor of any Respondent may attend presentations of any other Respondent. If necessary, Respondents may be scheduled for more than one presentation, demonstration, or interview

**3.0 SELECTION OF RESPONDENT (S)**

The County intends to select Respondents(s) that best meet the needs of the County and that provide the best overall value. The County reserves the right to check references on any projects performed by the Respondent, whether provided by the Respondent or known by the County. Upon review of all information provided by Respondents, the evaluation committee will make a recommendation for selection to County officials.

**4.0 CONTRACT AWARD**

The County reserves the right to award **multiple** contracts from a finalist pool of successful Respondent(s). Upon approval of the selected Respondent(s), the appropriate County officials shall execute contracts.

**PART VI – EVALUATION CRITERIA**

**1.0 RESPONSIVENESS OF PROPOSAL Pass/Fail**

Proposal shall be responsive to all material requirements that shall enable the evaluation committee to evaluate responses in accordance with the evaluation criteria to make a recommendation to County Officials.

1. **TECHNICAL COMPETENCE REQUIREMENTS 80 Points Total**

Extent to which proposed solution meet the needs of the County, including but not limited to the program requirements, compliance guidelines and successful outcomes as expressed in this RFQ.

2.1 **Qualifications (30 points)**

This criterion considers the organization’s track record, qualifications, and knowledge of the services being requested. This includes key personnel assigned to successfully perform the technical requirements, with regards to being qualified in affordable and disaster recovery repairs and new construction. In addition, the consideration of the Firm’s number of years in relevant business field and resources to provide the required services as required in this RFQ.

* + 1. Relevant Qualifications
    2. Contractors/Subcontractors
    3. Organizational Chart/Staffing Plan
    4. Key Personnel/Resumes

2.2 **Experience (40 points)**

This criterion considers the specialized experience and prior work history of the Firm(s) to provide construction services for CDBG-DR programs, evidenced by the successful delivery of requirements as in this RFQ, on previous projects similar in population and magnitude as the County.

2.2.1 Scattered Site History

2.2.2 HUD CDBG-DR Program Experience

2.2.3 Prior Project Description

2.2.4 Professional References

* 1. **Proposed House Plans and Design (10 points)**

This criterion considers the quality and comprehensiveness of the Firm(s) proposed house plans in accordance with the Newton County Minimum Property Standards for Rehabilitation, Reconstruction & New Construction.

2.3.1 Proposed House Plans

2.3.2 Material Selection

2.3.3 Upgrade Options

2.4 **Capacity to Perform (20 points)**

This criterion considers the level of details provided by the Respondent(s) to describe the proposed approach to deliver the scope of work services requested in this RFQ, evidenced by way of financial and bonding capacity, demonstrated construction schedules, and performance measures of key work activities performed.

2.4.1 Work Capacity

2.4.2 Project Approach

2.4.3 Quality Control Plan

2.4.4 Bond Capability

2.4.5 HUD Section 3 Plan

1. **THIRD-PARTY WARRANTY Pass/Fail**

This criterion considers the quality of the Respondent(s) example of the third-party warranty that is intended to be provided, to include workmanship and materials.

**4.0 FINANCIAL STABILITY OF RESPONDENT Pass/Fail**

Financial stability of the Respondent to successfully undertake the project and the ability to ensure performance over the duration of the contract.

**5.0 SCHEDULES OF CONSTRUCTION SERVICES**

**There is NO fee schedule being requested for this RFQ process.** Unit pricing will be requested as described in Exhibits VIII 1-5 from firms selected under this RFQ and negotiated based on composite pricing information and the cost reasonableness analysis performed by the County.

* Exhibit X-1 - New Home Construction Page 66
* Exhibit X-2 - Elevation and Demolition Page 67
* Exhibit X-3 - Mobile Home Units Page 68
* Exhibit X-4 - Unit Items Page 69
* Exhibit X-5 - Typical Upgrade Items Page 72

**Rehabilitation: Contractor mark-ups for Xactimate pricing for rehabilitation work will be negotiated with selected Firms to establish a Program-wide mark-up.**

|  |  |
| --- | --- |
| **EVALUATION CRITERIA** | **Score** |
| Responsiveness of Proposal | Pass/Fail |
| Qualifications | 30 |
| Experience | 40 |
| Proposed House Plans and Design | 10 |
| Capacity to Perform | 20 |
| Third-Party Warranty | Pass/Fail |
| Financial Stability | Pass/Fail |
| **TOTAL SCORE** | **100** |

**PART VII – SUBMISSION INSTRUCTIONS TO RESPONDENT(S)**

1. **GENERAL INSTRUCTIONS** 
   1. Number of Copies. Respondent shall submit five (5) hard copies of the proposal, in addition, include one (1) hard copy marked as ‘Original’ with a **printed, signed and notarized** **Submittal** form, **Exhibit I-A in** **blue ink.** Respondents shall submitalong with the proposal submission, **five (5)** **NON-PASSWORD PROTECTED** electronic thumb drives of the proposal submission in a sealed envelope bearing the assigned solicitation number, located on the first page of this RFQ solicitation document.

(5 copies of proposal submission plus one original proposal submission equals a total of 6 documents to be submitted)

**Send labeled response documents to the following address:**

SANDRA K. DUCKWORTH

NEWTON COUNTY CLERK

115 COURT STREET

P.O. BOX 454

NEWTON, TEXAS 75966

Newton County shall bear no responsibility for submitting responses on behalf of any Respondent. Respondent(s) may submit their submission to the County Secretary’s Office any time prior to the stated deadline.

1.2 Time for Submission. Submissions shall be submitted no later than the date and time indicated for submission within this RFQ. Late submittals shall not be considered and shall be returned, unopened.

1.3 Format. Submission shall be left-bound with information presented on double-sided pages. Material shall be organized to mirror the sequential order of the submission requirements as instructed in Part VII Submission Requirements for Proposals and separated by labeled tabs. Expensive paper and binders are discouraged since submitted materials shall not be returned.

1.4 Complete Submission. Respondents shall carefully review all requirements and submit all documents and information as instructed within this RFQ. Incomplete submissions may result in submissions being deemed non-responsive, and may not be considered for further evaluation. Respondent shall use the Proposal Requirements Checklist, **Exhibit I** as a guide.

1.5 Packaging and Labeling. Respondent’s Technical Proposal package shall clearly indicate name of Respondent, title and number of RFQ, and a due date and time for submission deadline. All listed submission requirements shall be included within the submitted response. The Fee Schedule shall be submitted in a separate sealed envelope. The envelope shall clearly identify the content as “Fee Schedule.” The Financials shall be submitted in a separate sealed envelope. The envelope shall clearly identify the content as “Financials.” Do not include pricing or Financials on the thumb drives. Again, thumb drives shall be submitted in yet another sealed envelope and marked accordingly. All other submission requirements shall be included with the Respondent’s Technical Proposal.

* 1. Timely Delivery of Submissions. The Respondent’s submission with their signed Offer and Submittal Form shall be delivered by hand or to the address shown on the cover sheet of this RFQ. (Include the RFQ number on all packages delivered.) If using an express delivery service, the Respondent’s package shall be delivered to the designated address listed on page seven (7). Packages delivered by express mail services to other off-site County mailroom locations may not be re-delivered on time to be considered for further consideration.

1.7 Late Submissions. The Respondent is responsible for ensuring that its submission is received at the time, date, place, and office specified on page seven (7). The County assumes no responsibility for any submission not received, regardless of whether the delay is caused by the U.S. Postal Service, a courier delivery service, or by some other act or circumstance.

**PART VIII – SUBMISSION REQUIREMENTS FOR RESPONSES**

This section details the requirements for submitting all required information, to ensure some degree of uniformity in the Technical Proposals submission, please tab sections accordingly and follow the outline listed below.

**1.0** **Statement of Interest:** The statement of interest should be limited to a maximum of two (2) pages and must include a brief introduction, a statement of the Respondent’s understanding of the work to be performed and that the company will comply with the requirements set forth in this RFQ.

**2.0** **Certificate of Authority:**  The certificate of authority statement should list the specific persons who are authorized to execute agreements on behalf of the Respondent’s company; the binding partner must sign the statement.

**3.0** **Table of Contents**: The table of contents shall be organized to mirror the submission requirements in sequential orders.

**4.0 Proposal Requirements Checklist:** The checklist must be completed and included with the technical proposal submission; the Respondent shall use the checklist as a guide for submitting a responsive proposal submission packet. Complete and submit **Exhibit I**, Proposal Requirements Checklist form, provided in this RFQ.

**5.0** **Qualifications:** Respondent shall demonstrate professional qualifications and knowledge in the organization. Minimum submission shall address the following:

(Limit to 8 pages, excluding the organizational chart and resumes of key personnel)

5.1 Relevant Qualifications: Respondent(s) must provide a brief summary to include, total number and types of employees, skills, knowledge and abilities, company background history, federal tax ID, number of years in providing similar services as outlined in this RFQ.

5.2 Contractors/Subcontractors and Trades: Respondent(s) shall include names and locations of their general contractors, subcontractors, and trades, to be utilized. The County shall be notified of any change in general contractors/subcontractors prior to recruiting new firms. Complete and submit **Exhibit II-C**, Subcontractors form, provided in this RFQ.

5.3 Organizational Chart/Staffing Plan: Respondent(s) shall provide an organizational chart and staffing plan/chart showing key personnel proposed for this solicitation. At a minimum, the chart should identify the personnel organization structure, proposed Program Manager, number of proposed staff and their roles and responsibilities, percent of commitment to the County’s project, and anticipated duration of their involvement. Respondent(s) must clearly identify any proposed personnel who are not currently employed by them or their subcontractors included in the proposal.

5.4 Resumes: Respondent(s) shall provide a resume (limit two pages) of each key personnel identified in the organization chart. At a minimum, the resume shall include, education, experience in the residential construction industry, experience and responsibilities on similar projects, any professional registrations and certifications, and references. A limit of 10 resumes may be submitted.

**6.0 Experience:** Respondents shall provide a maximum five (5) page (excluding project descriptions and references) narrative description of their firm’s past performance experience in providing large scale residential scattered site construction activities in CDBG-DR Programs. At a minimum, the narrative should describe the following items:

* 1. Scattered Site Construction History: Respondent(s) shall describe prior work in scattered sites, single-family residential construction history, including, but not limited to, number of years in business, number of units completed, type of construction (rehabilitation, reconstruction, new construction, elevation), average construction time for each construction type, and number of years of experience in residential construction in general and specifically in southeast Texas region.
  2. HUD CDBG-DR Program Experience: Respondent(s) shall describe experience in HUD CDBG-DR Programs, including, but not limited to, number of years of experience in similar CDBG-DR Programs of this magnitude, construction metrics associated with those programs, and services provided (similar programs are defined as those programs providing permanent construction services instead of temporary, emergency repairs).
  3. Prior Project Descriptions: In no more than two (2) pages per project, Respondents shall provide description of at least five (5) projects of similar size and scope to this Program. Projects shall specifically describe construction of multiple homes at scattered sites in Disaster Recovery areas. Projects should include project location, duration and project description and scope of work the Respondent performed. In addition, provide reference information for a person directly involved in the previous projects and who have first-hand knowledge of the performance of the Respondent and its staff/team involved in the project’s completion. Include the name, title, and contact information for the reference. References provided must be verifiable, County will conduct reference checks to verify and validate vendors’ past performances. The County has the right to contact references provided or not to solicit comments.

7.0 **References:** Respondents shall also provide five (5) additional references of key stakeholders (regulatory authorities such as states, municipalities and County officials) where the Respondent performed a similar scope. Include the name, title, contact information, and duration of the project, dollar value, and location of the project. The County has the right to contact references provided or not to solicit comments. Complete and submit **Exhibit II-B**, References form, provided in this RFQ.

8.0  **Proposed House Plans and Design**: The Program will implement a maximum budget of $200,000.00 per home for all reconstruction and new construction homes.  This budget shall cover all necessary site-specific items (such as demolition of damaged home-if present, driveway, walkway, replacement of utility service lines, tree removal, tree placement, etc.) as required for CDBG-DR compliant construction in Newton County, Texas.

* 1. House Plans: Respondent shall provide floor plans, as described below (design nos.1-3), on a 11” x 17” paper for review.  Respondents are encouraged to provide innovative architectural designs which enhance energy saving and reflect resilient construction methods.  Construction activities shall be performed in accordance with applicable Federal, State, local codes, REScheck standards for energy efficiency, and Energy Star compliance.   The three requested elevations for each floor plan can be provided on one 11” x 17” paper.  Based on the requirements, during the implementation of the Program, the County may request additional floor plans or elevations to meet the Program and specific neighborhood requirements.  The Respondents are not required to have these plans fully designed at this time.  The County will not be liable for any costs incurred by any Respondent in preparing any portion of the response to this RFQ.

1. Two bedroom-one bath, area of 1,000 sq.ft – 1,100 sq.ft; three floor plans with three elevations for each plan.
2. Three bedroom-two bath, area of 1,200 sq.ft – 1,300 sq.ft; three floor plans with three elevations for each plan.
3. Four bedroom-two bath, area of 1,400 sq.ft – 1,500 sq.ft; three floor plans with three elevations for each plan.
   1. Material Selections: Respondent shall provide a description of materials and equipment that would be offered to the homeowner. Respondent shall also provide the number of options that would be available to the homeowner for materials for construction such as colors, carpets, flooring, electrical fixtures, etc.
   2. Upgrade Options: This Program may allow owner financed upgrades on selected items such as counter tops, appliances, flooring, and light fixtures. Respondents shall submit a description of upgrade options and pricing in the fee schedule, complete and submit Exhibit VIII-5 provided in the solicitation.

*(\*Proposed upgrade options response must be submitted on* *Exhibit VIII-5, Services No. 5 Typical Upgrade Items)*

**9.0 Capacity to Perform**

Respondent shall provide a detailed description of their proposed approach to the Program’s requirements and how will they perform the key tasks identified. Respondent should state its firm commitment to be fully mobilized and operational within thirty (30) calendar days of contract execution.

9.1 Work Capacity: Respondent shall include the maximum number of housing units the firm can have under construction at any point assuming a 120-calendar day construction schedule from work order to obtaining a Final Inspection for Reconstruction and New Construction homes, and ninety (90) calendar day construction schedule for rehabilitation homes. Respondents shall provide a detailed typical construction schedule to show sequence of key work activities and the number of days to complete each task.

9.2 Respondent(s) shall also provide estimated number of homes the Respondent is planning to assign to each site superintendent.

9.3 Mobilization Plan: Respondent shall provide a mobilization plan, to include establishment of office operations/facilities, schedule, equipment, supplies, and staffing.

* 1. Work Plan: Propose a work plan, to include compliance plan, approach to house design development, personnel training, discussion of anticipated productivity and estimated number of homes the Respondent is planning to assign to each site superintendent, construction monitoring controls, and M/WBE utilization.
  2. Quality Control Program: Respondent shall provide methodology and approach for quality management to control and maintain quality. The Respondent shall also provide their firm’s last year’s safety statistics such as OSHA recordables, etc. and provide firm’s Experience Modification Rate (EMR) values.
  3. Financial Capacity: Provider shall demonstrate financial capacity, to include the proposed pay schedule for subcontractors and suppliers.

* 1. Bonding Capacity: Respondent(s) shall provide proof of bonding capacity in a statement addressed to Newton County, Texas from a certified bonding company, authorized to do business in the State of Texas. The letter must clearly state the amount of Firm’s bonding capacity to be reserved for Newton County projects. Firm shall carry a bonding capacity of $5 Million (minimum) upon execution of the Contract. A larger scope may be available to those firms with higher bonding capacity; however, allocation of scope will also depend on the Firm’s performance. The bond(s) must be made payable to Newton County, Texas.

9.8 Section 3 Compliance: Respondent shall demonstrate how they plan to comply with the HUD Section 3 requirements, to include hiring, training methodologies and contract opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods.  This requirement is a flow-down to all firms contracted to the County and will be included in the Contract Documents.

1. **Third-Party Warranty:** Respondent(s) shall provide a third-party warranty on their construction services. At a minimum, 1-year warranty for workmanship and materials, 2-year warranty for mechanical, electrical, and plumbing systems, 10-year warranty for structure, and appliance warranty from manufacturer shall be provided to homeowner.

**11.0** **Financial Stability:** Respondent shall provide the applicable financial statements.

If Respondent is an entity that is required to prepare audited financial statements, Respondent shall submit an annual report that includes:

1. Last two years of audited accrual-basis financial statements, including an income statement, cash flow statement, and balance sheet;
2. If applicable, last two years of consolidated statements for any holding companies or affiliates;
3. An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and
4. A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent’s financial ability to perform this contract.

If Respondent is a privately-owned entity or sole proprietorship for which audited financial statements are not required, Respondent shall submit an annual report that includes:

1. Last two years of un-audited accrual-basis financial statements, including an income statement, cash flow statement, and balance sheet;
2. An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and
3. A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent’s financial ability to perform this contract;

OR

1. Other financial information sufficient for the County, in its sole judgement, to determine if Respondent is financially solvent or adequately capitalized.

**Please provide financial statements in a separate sealed envelope** **marked “Financials”.**

**12.0 Exceptions to Standard Contract:** Submit any Exceptions to the standard contract and include the rationale for taking those Exceptions. Provide rationale for objecting to each Exception, and propose alternate language for County Legal consideration. When applicable, attach license and maintenance Agreement(s).

1. **Legal Actions:** Provide a list of all pending litigation, and include a brief description of the reason for legal action. (if applicable)
2. **Other:** Submit any information deemed pertinent to demonstrating Respondent’s qualifications to perform the services being requested such as memberships in any professional associations, documents, examples, etc. (If applicable)
3. **Certifications:** Attach any required certifications as requested in this RFQ, where applicable.

**PART IX – ADDITIONAL REQUIRED FORMS WITH SUBMISSION**

The following forms are to be submitted in addition to the proposal submission requirements in section VII. (Exhibits listed below are provided in this RFQ)

**1.0** Affidavit of Ownership or Control (Exhibit IV-A)

**3.0** Anti-Collusion Statement (Exhibit VI)

**4.0** Conflict of Interest Questionnaire (Exhibit VII)

**5.0** Debarment Certification (Exhibit VIII)

**PART X – MISCELLANEOUS**

**1.0** **Work Completion**

The Firms must agree to commence work within seven (7) calendar days after issuance of work order. Also, as included in the scope of work of the work order, the Selected Firms agree to complete reconstruction and new construction activities within one-hundred and twenty (120) calendar days and rehabilitation activities within ninety (90) calendar days of the work order.

**2.0** **Liquidated Damages**

Liquidated damages of ONE HUNDRED DOLLARS ($100.00) per day on each construction project shall be charged to the Selected Firms for construction delays in excess of published required build times and due to the Selected Firms activities. No liquidated damages will be charged for County approved acceptable delays such as impact of change orders, abnormal weather, etc. Additional list of acceptable delays will be included in the County’s policies and procedures.

**3.0 Grant Funds**

United States Department of Housing and Urban Development (HUD) grant funds will be utilized to purchase the services specified in this RFQ. Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor understands that the County has not set aside and County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.

**4.0 Inspections and Testing**

County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a Respondent cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the proposal as inadequate.

**5.0 Certification Regarding Debarment, Suspension Ineligibility, Voluntary Exclusion**

The Contractor certifies by execution of this Contract that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, "Debarment and Suspension." Additionally, contractor warrants and represents by execution of this Contract that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, including but not limited to the following: Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Work Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. The Contractor further agrees to include this certification in all contracts between itself and any subcontractors in connection with the services performed under this Contract. Contractor also certifies that contractor will notify County in writing immediately if contractor is not in compliance with Executive Order 12549 during the term of this contract. Contractor agrees to refund County for any payments made to the contractor while ineligible.

**6.0 Rights and Licenses**

For any information system, URLs, documentation, and technical assets established in the performance of this work order, all rights and licenses to the systems, and all data contained within the systems shall belong to the Newton County, Texas and be transferred to the County upon completion.

**PART XI – COMPLIANCE GUIDELINES AND REFERENCES**

**1.0** Attachment A - *Texas General Land Office GLO-CDR Housing Design Standards (Single-Family)* andAttachment B - *Newton County Design Standards for Reconstruction and New Construction Summary*

**2.0** International Residential Code (IRC) 2012 or the latest edition of the IRC and any applicable code required by the Newton County; International Energy Conservation Code (IECC) 2015 or the latest edition of the Model Energy Code (MEC) and any applicable code required by Newton County, Texas.

**3.0** All newly constructed homes must be constructed in accordance with Energy Star Certified Home standards.

<https://www.energystar.gov/ia/partners/bldrs_lenders_raters/downloads/ES%20NPR%203.1%20v13%202015-12-03_clean_508.pdf>

**4.0** All homes receiving rehabilitation assistance must be repaired in accordance with HUD Community Planning and Development’s (CPD’s) Green Building Retrofit Checklist standards.

<https://www.hudexchange.info/resource/3684/guidance-on-the-cpd-green-building-checklist/>

**5.0** The selected Firms shall follow all applicable federal, state, and local laws and regulations for working with Asbestos Containing Material (ACM) including removal and disposal.

The Lead Based Paint (LBP) regulations as described in 24 CFR, Part 35 for units built before 1978. <https://www.hud.gov/sites/documents/DOC_12311.PDF>

**6.0** **Compliance with Environmental Laws**

The selected Firms shall comply with all laws relating to environmental matters including, without limitation, those relating to fines, orders, injunctions, penalties, damages, contribution, cost recovery compensation, losses or injuries resulting from the release or threatened release of hazardous materials, special wastes or other contaminants into environment and to generation, use, storage, transportation, or illegal disposal of solid wastes, hazardous materials, special wastes or other contaminants including, without limitation, the Comprehensive Environmental Response and Compensation and Liability Act (42 US.C § 9602 et seq.), the Hazardous Material Transportation Act (49 U.SC. § 1801 et seq.), the Resource Conservation and Recovery Act of 1976(42 USC. § 6901 et seq.), the Clean Water Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.SC. § 7401 et seq.) The Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 et seq.), the Safe Drinking Water Act (42 U.S.C. § 300f), the Occupational Safety and Health Act of 1970 (29 U.S.C §& 651 et seq.), the Emergency Planning and Community Right-to-know Act (42 U.S.C § 11001 et seq.), TCEQ (415 ILCS 5/1 through 5/56.6) each as amended or supplemented, and any analogous future or present local, state or Federal statutes, rules and regulation promulgated thereunder or pursuant thereto, and any other present or future law, ordinance, rule regulation, permit or permit condition, order or directive regulating, relating to or imposing liability or standards of conduct concerning any hazardous materials or by Federal government, any state or any political subdivision thereof, or any agency, court or body of the Federal government, any state or any political subdivision thereof, exercising executive, legislative, judicial, regulatory or administrative functions (collectively, “**Environmental Laws**”).

**7.0** **SAM Registration and other Certifications**

Respondent(s) must be eligible to procure this opportunity and subsequently contract with the County. Respondent(s) must provide proof of registration and active status with the System for Award Management (SAM [https://www.sam.gov/portal/SAM/#1](https://www.sam.gov/portal/SAM/%231)) and the United States Treasury’s Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.  Respondent(s) must meet all of the following conditions and certify that  1) the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity; 2) the Respondent is in compliance with the State of Texas statutes and rules relating to procurement; and 3) the Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224 (blocking property and prohibiting transactions with persons who commit, threaten to commit, or support terrorism as amended).  Upon contract award, this provision shall apply and be included in its entirety in Respondent’s contracts.

**8.0 Compliance References**

The Firm(s) shall certify that during the performance of work under this RFQ, and to the extent applicable, the Firm(s) will comply with; all federal, state, and local Laws and policies relating to the CDBG including, but not limited to the references listed below:

* + - 1. 24 CFR Part 570, Subpart I;
      2. 2 CFR Part 200;
      3. Public Law 109-148 (Department of Defense Appropriations Act, 2006);
      4. Public Law 109-234 (Emergency Supplemental Appropriations Act for Defense, the Global War on Terror, and Hurricane Recovery, 2006);
      5. Allocations and Common Application and Reporting Waivers Granted to and Alternative Requirements for CDBG Disaster Recovery Grantees Under the Department of Defense Appropriations Act, 2006; Notice,” 71 Fed. Reg. 7666 (Feb. 13, 2006);
      6. 48 CFR, Part 31 regarding the allowability of costs;
      7. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. Sec. 1701u);
      8. Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Sec. 4831 (b)) and the procedures established by the Department thereunder;
      9. The Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limit the potential activities of employees whose principal employment activities are funded in whole or in part with federal funds, in the performance of the Work;
      10. “Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities,” 24 CFR Part 58, and the laws and authorities specified at 24 CFR Sections 58.5 and 58.6.

**Part XII– EXCEPTIONS TO TERMS AND CONDITIONS**

All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the Respondent clearly cites the specific paragraphs within the RFQ where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting contract unless such exception is specifically referenced by the Chief Procurement Officer or designee, County Attorney, Director(s) or designee in a written statement. The County as a part of any resulting contract will not consider the Respondent’s preprinted or standard terms.

All exceptions that are contained in the Proposal may negatively affect the County’s Proposal evaluation based on the evaluation criteria as stated in the RFQ or result in possible rejection of Proposal.

**Part XIII– SPECIAL CONDITIONS**

1. **No Contact Period**

Neither Respondent(s) nor any person acting on Respondent(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the County, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated County Representative identified on the first page of the solicitation.

With the exception of Respondent’s formal response to the solicitation and written requests for clarification during the period officially designated for such purpose by the County Representative, neither Respondent(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the County, their families, or staff through written or oral means in an attempt to persuade or attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any Respondent from the time of issuance of the solicitation through the pre-award phase and up to the date the County Clerk publicly posts notice of any County Commissioner agenda containing the applicable award. However, nothing in this paragraph shall prevent a bidder from making public statements to Judge or the County Commissioners convened for a regularly scheduled session after the official selection has been made and placed on the County Commission for action, or to a County Commission committee convened to discuss a recommendation regarding the solicitation.

1. **Historically Underutilized Businesses (HUB’s)**

Historically Underutilized Businesses (HUB's) are encouraged to participate in the RFQ processes. Although Newton County does not certify HUB vendors, Newton County recognizes the certifications of other governmental entities. If you are certified by a government entity, please include your certificate in your bid submittal.

Per Code of Federal Regulations, Title 2, § 200.321, "Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms", if awarded vendor is a prime contractor and subcontractors are to be let by prime contractor, the following affirmative steps are required of the prime contractor:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to pen nit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

1. **Protests**

Protests should be filed in accordance with Newton County Housing Assistance Program guidelines. A copy is available upon request.

1. **Cancellation**

Newton County has sole discretion and reserves the right to cancel this RFQ, or to reject any or all Proposals received prior to contract award.

**5.0 Amendments And Informalities** The County reserves the right to alter, amend, or modify any provision of this solicitation, or to withdraw this RFQ, at any time prior to the award, if it is in the best interest of the County. The County reserves the right to waive minor informalities and irregularities in any RFQ response received.

**PART XIV– INSTRUCTIONS TO RESPONDENTS**

1. **Pre-Proposal Conference**

A Pre-Proposal Conference will be held at the date, time, and location as indicated. **Interested Respondent(s) are strongly encouraged to participate** and should plan to attend in person or via conference call. It will be assumed that potential Respondent(s) attending this meeting have reviewed the RFQ and are prepared to bring up any substantive questions not already addressed by Newton County. **To attend via conference call, you may dial number 1-866-844-9419, access code: 30169723.**

1. **Additional Information and Specification Changes**

Requests for additional information and questions should be addressed to the County Auditor, Elizabeth Holloway at telephone: (832) 393-8765, or e-mail (preferred method to): [elizabeth.holloway@newton.co.tx.us](mailto:elizabeth.holloway@newton.co.tx.us) no later than **August 21, 2018 at 2:00 PM CDT.** Newton County shall provide written responses to all questions received in writing before the submittal deadline. Questions received from all Respondent(s) shall be answered and sent to all Respondent(s) who are listed as having obtained the RFQ. Respondent(s) shall be notified in writing of any changes in the specifications contained in this RFQ.

1. **Letter(s) of Clarification**

All Letters of Clarification and interpretations to this Solicitation shall be in writing. Any Letter of Clarification(s) or interpretation that is not in writing shall not legally bind the County. Only information supplied by the County in writing or in this RFQ should be used in preparing Proposal responses. The County does not assume responsibility for the receipt of any Letters of Clarification sent to Respondent(s).

1. **Examination of Documents and Requirements**
   1. Each Respondent shall carefully examine all RFQ documents and thoroughly familiarize themselves with all requirements prior to submitting a Proposal to ensure that the Proposal meets the intent of this RFQ.
   2. Before submitting a Proposal, each Respondent shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and affecting the requirements of this RFQ. Failure to make such investigations and examinations shall not relieve the Respondent from obligation to comply, in every detail, with all provisions and requirements of the RFQ.
2. **Exceptions to Terms and Conditions**

5.1 All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the Respondent clearly cites the specific paragraphs within the RFQ where the Exceptions occur. Any Exceptions not included in such a section shall be without force and effect in any resulting contract unless such Exception is specifically referenced by the County Auditor, Commissioner(s), Judge or designee in a written statement. The Respondent’s preprinted or standard terms will not be considered by the County as a part of any resulting contract.

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5.2 All Exceptions that are contained in the Proposal may negatively affect the County’s Proposal evaluation based on the evaluation criteria as stated in the RFQ, or result in possible rejection of Proposal.

1. **Post-Proposal Discussions with Respondent(s)**

It is the County’s intent to commence final negotiation with the Respondent(s) deemed most advantageous to the County. The County reserves the right to conduct post-Proposal discussions with any Respondent(s).

**PART XV– REQUIRED FORMS TO BE SUBMITTED BY RECOMMENDED VENDOR(S) ONLY**

Required forms shall be supplied to the vendor after award.

1. Insurance Requirements and Sample Insurance Certificate.
2. Drug Compliance Agreement and Drug Policy Compliance Declaration

3.0 Requested information outlined in the scope of work and other additional relevant/supporting information, or alternate Proposal.

**EXHIBIT I**

**PROPOSAL REQUIREMENTS CHECKLIST**

**COMPANY NAME**:

Please check a box on each line, indicating that you have completed and included each of these required forms/materials with your proposal packet. Check N/A if subject does not apply.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **#** | **ITEM** | **Yes** | **No** | **N/A** |
|  | Submit five (5) hard copies of your proposal, include one (1) printed original. (6 total) |  |  |  |
|  | Submit five (5) NON-PASSWORD PROTECTED thumb drives |  |  |  |
|  | Certificate of Authority |  |  |  |
|  | Table of Contents |  |  |  |
|  | Proposal Requirements Checklist (Exhibit I) |  |  |  |
|  | Signed in **BLUE** ink and notarized Submittal Exhibit II-A |  |  |  |
|  | Qualifications- Relevant Qualifications, Contractors/Subcontractors (Exhibit II-C), Organizational Charts/Staffing Plan, Resumes |  |  |  |
|  | Experiences-Scattered Site Construction History, CDBR-DR Program Experience, Prior Project Description (References for Projects), References (Exhibit II-B) |  |  |  |
|  | Proposed House Plans and Designs - Proposed Design Plans for options1-3 |  |  |  |
|  | Capacity to Perform Work Capacity, Number of Proposed Homes, Mobilization, Work Plan, Quality Control Program, Financial Capacity, Section 3 Compliance |  |  |  |
|  | Bonding Capacity Letter (For Newton County Projects) |  |  |  |
|  | Third-Party Warranty |  |  |  |
|  | Financial Stability Documents |  |  |  |
|  | Exceptions to Standard Contract (If applicable) |  |  |  |
|  | Legal Actions (If applicable) |  |  |  |
|  | Other Information (If applicable) |  |  |  |
|  | Certifications (if applicable) |  |  |  |
|  | Exhibit IV-A – Affidavit of Ownership or Control |  |  |  |
|  | Exhibit VI – Anti-Collusion Statement |  |  |  |
|  | Exhibit VII – Conflict of Interest Questionnaire |  |  |  |
|  | Exhibit VIII – Debarment Certification |  |  |  |
|  | Exhibit IX – Insurance Requirements |  |  |  |

**EXHIBIT II-A-C**

**SUBMITTAL, REFERENCES, PROPOSED SUBCONTRACTORS**

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**EXHIBIT II-A**

**SUBMITTAL**

NOTE: PROPOSAL MUST BE SIGNED AND NOTARIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE RESPONDENT, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED.

"THE RESPONDENT WARRANTS THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED OR RETAINED TO SOLICIT OR SECURE THIS CONTRACT UPON AN AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE, OR CONTINGENT FEE, EXCEPTING BONA FIDE EMPLOYEES. FOR BREACH OR VIOLATION OF THIS WARRANTY, THE COUNTY SHALL HAVE THE RIGHT TO ANNUL THIS AGREEMENT WITHOUT LIABILITY OR, AT ITS DISCRETION, TO DEDUCT FROM THE CONTRACT PRICES OR CONSIDERATION, OR OTHERWISE RECOVER THE FULL AMOUNT OF SUCH COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE."

Respectfully Submitted:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Print or Type Name of Contractor – Full Company Name)

County Vendor No. (If already doing business with County): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Federal Identification Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature of Authorized Officer or Agent)

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Address of Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street Address or P.O. Box \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

County – State – Zip Code\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone No. of Contractor: (\_\_\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature, Name and title of Affiant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Notary Public in and for)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County, Texas

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_\_\_\_\_\_

**EXHIBIT II-B**

**REFERENCES**

1. Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract Award Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contract Completion Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract Name/Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Described Services: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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2. Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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3. Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Email:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Described Services: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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4. Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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## EXHIBIT II-C

**GENERAL CONTRACTOR/SUBCONTRACTORS/AND TRADES UTILIZATION**

Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**EXHIBIT II-C CON’T**

**GENERAL CONTRACTOR/SUBCONTRACTORS/AND TRADES UTILIZATION**

Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Location: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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# EXHIBIT III

# CONTRACTOR DISCLOSURE AGREEMENT

CONTRACTOR SUBMISSION LIST DISCLOSURE

By submitting a bid or proposal to the Newton County, Texas for a Contract in excess of $50,000 or for which a request is presented to the Judge and County Commissioner for approval, all respondents agree to comply with the following disclosure.

It is unlawful either for any contractor to contribute or offer any contribution to a candidate, or for any candidate to solicit or accept any contribution from a contractor for a period commencing at the time of posting of the County Commissioners Meeting Agenda including an item for the award of the Contract and ending upon the 30th day after the award of the Contract by the County Commissioners, or a determination by the County Commissioners that the contract will not be awarded to a contractor.

The term “contractor” means any person who has received the award of a contract, has submitted a bid or proposal in any form for the award of a contract, or has been proposed to be awarded the contract in an item placed upon the County Commission agenda, including any other person who seeks the award of the contract and is contesting, appealing, or protesting the award of the contract as proposed.

This list is submitted under the disclosure provisions issued by Newton County, Texas in connection with the attached Bid/Proposal of:

Firm or Company Name:

Firm or Company Address:

The firm/company is organized as indicated below. Check one as applicable and attach additional pages if needed to supply the required names and addresses.

[ ] SOLE PROPRIETOR

Name

Proprietor Address

[ ] A PARTNERSHIP

LIST EACH PARTNER HAVING EQUITY INTEREST OF 10% OR MORE OF PARTNERSHIP (IF NONE STATE “NONE”)

Name

Partner Address

Name

Partner Address

[ ] A LIMITED LIABILITY COMPANY

LIST EACH MEMBER OR MANAGER (IF NO MEMBERS) HAVING EQUITY INTEREST OF 10% OR MORE IN THE LIMITED LIABILITY COMPANY (IF NONE, STATE “NONE”)

Name

Member/Manager Address

Name

Member/Manager Address

Name

Member/Manager Address

[ ] A CORPORATION

LIST ALL DIRECTORS OF THE CORPORATION (IF NONE STATE “NONE”)

Name

Director Address

Name

Director Address

Name

Director Address

LIST ALL OFFICERS OF THE CORPORATION (IF NONE STATE “NONE”)

Name

Officer Address

Name

Officer Address

Name

Officer Address

LIST ALL INDIVIDUALS OWNING 10% OR MORE OF OUTSTANDING SHARES OF STOCK OF THE CORPORATION (IF NONE STATE “NONE”)

Name

Owner Address

Name

Owner Address

Name

Owner Address

I certify that I am duly authorized to submit this list on behalf of the firm, that I am associated with the firm in the capacity noted below, and that I have knowledge of the accuracy of the information provided herein.

Signature

Printed Name

Title

Note: This list constitutes a government record as defined by § 37.01 of the Texas Penal Code.

# EXHIBIT IV

# CONTRACTOR OWNERSHIP DISCLOSURE

**County Commissioners requires knowledge of the identities of the owners of entities seeking to Contract with the County in order to review their indebtedness to the County prior to entering Contracts. Therefore, all respondents to this Invitation to Bid must certify and provide an "Affidavit of Ownership or Control,"**  **to Newton County with this submission, a disclosure of owners of entities bidding on, proposing for or receiving County contracts. Provisions of this certification are provided in part in the paragraphs that follow.**

Contracting entity means a sole proprietorship, corporation, non-profit corporation, partnership, joint venture, limited liability company, or other entity that seeks to enter into a contract requiring approval by the County Commissioners but excluding governmental entities.

A contracting entity must submit at the time of its Bid or Proposal, an affidavit listing the full names and the business and residence addresses of all persons owning five percent or more of a contracting entity or, where a contracting entity is a non-profit corporation, the full names and the business and residence addresses of all officers of the non-profit corporation.

Completion of the **"Affidavit of Ownership or Control,"** included herein, and submitted with the Official Bid or Proposal Form will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Proposal.

# EXHIBIT IV-A

# AFFIDAVIT OF OWNERSHIP OR CONTROL

**INSTRUCTION:** Entities using an assumed name should disclose that fact to avoid rejection of this affidavit. The following format is recommended: *Corporate/Legal Name dba Assumed Name*.

**STATE OF**  \_\_\_\_\_\_**§**

**§**

**COUNTY OF**  **§**

**AFFIDAVIT OF OWNERSHIP OR CONTROL**

BEFORE ME, the undersigned authority, on this day personally appeared [***full* *name***] (the “Affiant”), [***state title/capacity with Contracting Entity***] of [***Contracting Entity’s corporate/legal name***] (”Contracting Entity”), who being by me duly sworn on oath stated as follows:

**1.** Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

**2.** Contracting Entity seeks to do business with the County in connection with

[***describe project or matter***] which is expected to be in an amount that exceeds $50,000.

**3.** The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

**4.** Contracting Entity is organized as a business entity as noted below (check box as applicable).

**FOR PROFIT ENTITY**: **NON-PROFIT ENTITY**:

[ ] SOLE PROPRIETORSHIP [ ] NON-PROFIT CORPORATION

[ ] CORPORATION [ ] UNINCORPORATED ASSOCIATION

[ ] PARTNERSHIP

[ ] LIMITED PARTNERSHIP

[ ] JOINT VENTURE

[ ] LIMITED LIABILITY COMPANY

[ ] OTHER (Specify type in space below)

**5.**  The information shown below is true and correct for the Contracting Entity; and

**6.** All owners of 10% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer, *i.e.*, president, vice-president, secretary, treasurer, etc. ***[Note: In all cases, use full names, local business and residence addresses and telephone numbers. Do not use post office boxes for any address. Inclusion of e-mail addresses is optional, but recommended. Attach additional sheets as needed.]***

**Contracting Entity**

Name:

Business Address *[****No./Street****]*

*[****County/State/Zip Code****]*

Telephone Number (\_\_\_\_\_)

Email Address ***[OPTIONAL]***

Residence Address *[****No./Street****]*

*[****County/State/Zip Code****]*

Telephone Number (\_\_\_\_\_)

Email Address ***[OPTIONAL]***

**10% Owner(s) or More (if none, state “none.”)**

Name:

Business Address *[****No./Street****]*

*[****County/State/Zip Code****]*

Telephone Number (\_\_\_\_\_)

Email Address ***[OPTIONAL]***

Residence Address *[****No./Street****]*

*[****County/State/Zip Code****]*

Telephone Number (\_\_\_\_\_)

Email Address ***[OPTIONAL]***

**7**. ***Optional Information***

Contracting Entity and/or [***name of owner or non-profit officer***] is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against [***Contracting Entity, owner or non-profit officer***] as follows:

Name of Debtor:

Tax Account Nos.

Case or File Nos.

Attorney/Agent Name

Attorney/Agent Phone No. (\_\_\_\_\_)

Tax Years

Status of Appeal *[****Describe****]*

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant’s knowledge and belief.

Affiant

**SWORN TO AND SUBSCRIBED** before me this day of , 20 .

(Seal)

Notary Public

**NOTE:**

This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

**EXHIBIT V**

**NEWTON COUNTY**

**CERTIFICATE OF AUTHORITY**

**RFQ #2018-6**

*This sheet must be completed, signed, and returned by Respondent*

*NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS OF AWARD NOTIFICATION MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.*

1. Respondent affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this response in collusion with any other responder, and that the contents of this offer as to prices, terms or conditions of said response have not been communicated by the undersigned nor by any employee or director to any other person engaged in this type of business prior to the official opening of this RFQ.
2. Respondent hereby assigns to purchase any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seg.
3. Pursuant to §262.076 (a) of the Texas Local Government Code and subject to Newton County Court Order No. 36 of October 28, 2003, Respondent, hereby affirms that Respondent:

Does not own taxable property in Newton County.

Does not owe any ad valorem taxes to Newton County or is not otherwise indebted to Newton County.

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\* If any additional information is required regarding these requirements, please contact The Newton County Auditor PRIOR to execution.

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\* Respondent Company Name Responder (Signature) Date \_ Responder (Print Name)

Position with Company ---------------------------------

Signature of Company Official

Authorizing the Response D. ate \_

Company Official

(Printed Name)

Official's Position ----------------------------------

*Corporate Vendors Shall Furnish the Following Information:*

Where Incorporated. Charter Number \_ Sole Owner's SSN

# EXHIBIT VI

# ANTI-COLLUSION STATEMENT

The undersigned, as Respondent, certifies that the only person or parties interested in this Proposal as principals are those named herein; that the Respondent has not, either directly or indirectly entered into any Agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the award of this Contract.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Respondent Signature

# EXHIBIT VII

# CONFLICT OF INTEREST QUESTIONNAIRE

**CONFLICT OF INTEREST QUESTIONNAIRE:**

Chapter 176.006 of the Local Government Code (“the code”) requires a Vendor/Contractor to file a Conflict of Interest Questionnaire (CIQ) with the County.

**NOTE:** Vendors/Contractors or Agents should **not** complete the CIQ if a conflict, as described below, **does not exist. Only Vendors/Contractors or Agents that actually have a conflict, as described below, must file a CIQ.**

**Who must file a CIQ?**

A Vendor/Contractor or Agent of a Vendor/Contractor does not have to file a CIQ unless they intend to enter or is considering entering into a contract with the County or:

1. has an employment or other business relationship with the Local Government Officer/Family Member; or
2. has given the Local Government Officer/Family Member one or more gifts with the aggregate value exceeding $250.00.

**When must the Vendor/Contractor or Agent file a CIQ?**

The completed CIQ must be filed with the County Chief Procurement Officer not later than the 7th business day after the date the Vendor/Contractor or Agent:

1. begins discussions or negotiations to enter into a contract with the County;
2. submits an application to the County in response to a request for proposals or bids, correspondence, or any other writing related to a potential contract with the County;
3. becomes aware of an employment or other business relations with the Local Government Officer/Family Member;
4. becomes aware that he/she has given one or more gifts to the Local Government Officer/Family Member that exceeds $250.00; or
5. an event that would make the CIQ incomplete or inaccurate.

**What is a business relationship?**

Under Chapter 176, business relationship means a connection between two or more parties based on the commercial activity of one of the parties. The term does not include:

1. a transaction that is subject to a rate or fee regulation by a governmental entity;
2. a transaction conducted at a price and subject to terms available to the public; or
3. a purchase or lease of goods or services from a person who is chartered by a state or federal agency and is subject to regular examination and reporting to that agency.

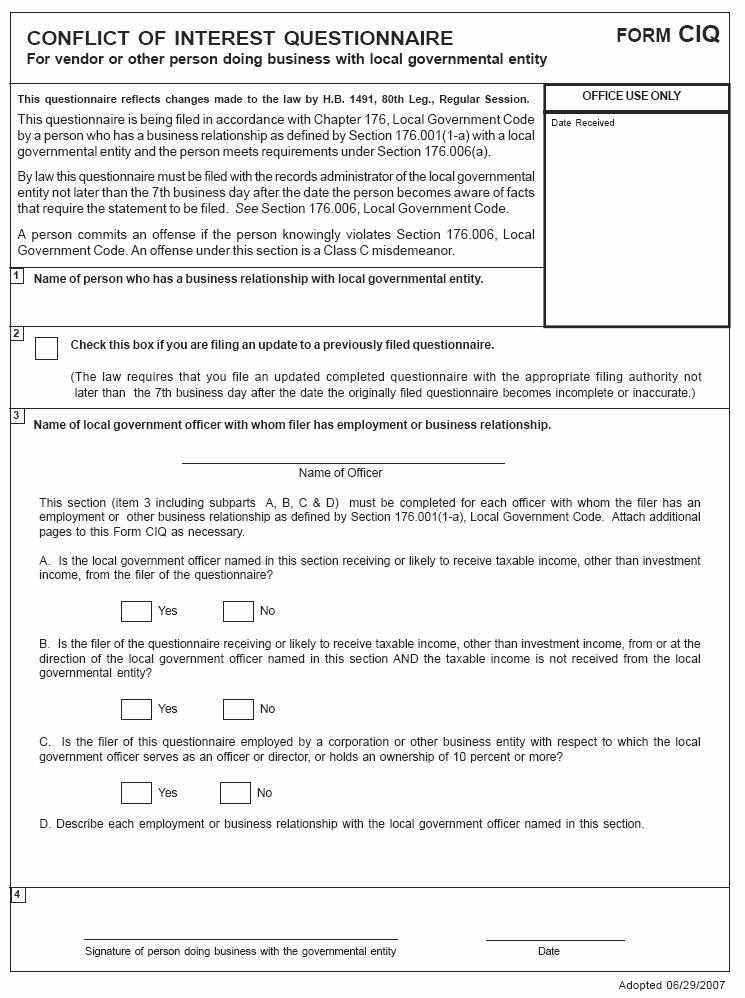
The Conflict of Interest Questionnaire is available for downloading from the Texas Ethics Commission’s website at <http://www.ethics.state.tx.us/forms/CIQ.pdf>.

The Original Conflict of Interest Questionnaire shall be filed with the County Auditor, Elizabeth A. Holloway, 110 Court Street, Room 308 (P.O. Box 296), Newton, Texas 75966

Vendors and Contractors required to file shall include a copy of the form as part of the BID/Proposal package**. Any questions about filling out this form should be directed to your attorney.**

**EXHIBIT VII**

**CONFLICT OF INTEREST QUESTIONNAIRE**



**EXHIBIT VIII**

**DEBARMENT CERTIFICATE**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The undersigned certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
2. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen prope1ty;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph (b) of this ce1tification; and
4. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this ce1tification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000.00 or imprisonment for up to five (5) years, or both.

Type Name & Title of Authorized Representative

Signature of Authorized Representative

Date

**I am unable to certify to the above statements. My explanation is attached.**

###### EXHIBIT IX

###### NEWTON COUNTY INSURANCE REQUIREMENTS

**RFP# 2018 - 6**

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

INSURANCE: Prior to acceptance of contract by Newton County, the successful Respondent(s) must furnish a Certificate of Insurance together with a receipt showing the time period for which premium has been paid, from an approved insurance carrier for the coverage indicated below.

FOR STANDARD PURCHASES CONTRACTS, THE FOLLOWING COVERAGES AREREOUIRED:

1. Statutory workers compensation in accordance with the State of Texas requirements.
2. Comprehensive general liability including owners and contractors protective liability insurance for bodily injury, death, or property damages in the following amounts:

|  |  |  |
| --- | --- | --- |
| **COVERAGE** | **PER PERSON** | **PER OCCURENCE** |
| Premises and product liability | $1,000,000 | $1,000,000 |
| Aggregate policy limits | $1,000,000 | |

1. Comprehensive automobile and truck liability insurance (covering owned, hired and non-owned vehicles):

|  |  |  |
| --- | --- | --- |
| **COVERAGE** | **PER PERSON** | **PER OCCURENCE** |
| Bodily injury (including death) | $1,000,000 | $1,000,000 |
| Property Damage | $1,000,000 | $1,000,000 |
| Aggregate policy limits | $1,000,000 | |

All policies must provide, by endorsement to the policy, that thirty (30) days prior written notice of cancellation or material change in coverage be given to the Newton County Judge. Such insurance when accepted by the County in writing will become acceptable and shall remain unmodified until final acceptance of the work. Coverage provided **must be on an occurrence basis.**

No policy submitted shall be subject to limitations, conditions, or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by the successful bidder. The decision of Newton County thereon is final. All policies shall be written through a company duly entered and authorized to transact that class of insurance in the State of Texas.

Neither approval by Newton County of any insurance supplied by the successful bidder, nor a failure to disapprove that insurance, shall relieve the successful bidder of full responsibility of liability, damages and accidents as set forth **herein.**

No additional payment shall be made for any insurance that the successful bidder may be required to carry.

**Initials\_\_\_\_\_**

**EXHIBIT X-1**

|  |  |  |  |
| --- | --- | --- | --- |
| **Construction Services No. 1: New Home Construction** | | | |
| Provide floor plans for new house construction for Respondent-provided plans as described below. All requested plans include design, permitting, construction, construction management, site-specific geo-tech services, replacement of service lines, inspections, and all appurtenances, including all utility connections and all related activities necessary to complete the tasks identified in this RFQ. Pier and Beam should include construction up to 3 feet above grade and underpinning. **As a guide to design standards,** **please reference Attachment A-1, Newton County *Design Standards for Reconstruction & New Construction*.** | | | |
| **Item No.** | **Plan # or Name** | **Actual Sq Ft** | **Item Description** |
| 1 | \_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_ Sq Ft | 1,000 - 1,100 Square Feet (sq. ft.) house plan no. 1 (with 3 different elevations), with 2 bedrooms and 1 bathroom |
| 2 | \_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_ Sq Ft | 1,000 - 1,100 sq. ft. house plan no. 2 (with 3 different elevations), with 2 bedrooms and 1 bathroom |
| 3 | \_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_ Sq Ft | 1,200 - 1,300 sq. ft. house plan no. 1 (with 3 different elevations), with 3 bedrooms and 2 bathrooms |
| 4 | \_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_ Sq Ft | 1,200 - 1,300 sq. ft. house plan no. 2 (with 3 different elevations), with 3 bedrooms and 2 bathrooms |
| 5 | \_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_ Sq Ft | 1,400 - 1,500 sq. ft. house plan no. 1 (with 3 different elevations), with 4 bedrooms and 2 bathrooms |
| 6 | \_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_ Sq Ft | 1,400 - 1,500 sq. ft. house plan no. 2 (with 3 different elevations), with 4 bedrooms and 2 bathrooms |

**EXHIBIT X-2**

|  |  |  |  |
| --- | --- | --- | --- |
| **Construction Services No. 2: Elevation and Demolition** | | |  |
| Items 16-20 are a Modifier for the plans described in Services No. 1. | |
| **Item No.** | **Descriptions** |
| 7 | Construct finished floor 1.0-4.0 Vertical Feet (VF) to the required elevation 2 ft above the FEMA BFE or as specified by prevailing code for Respondent’s 2 bedroom/1 bathroom plans (Item Nos 1-2) |
| 8 | Construct finished floor 1.0-4.0 Vertical Feet (VF) to the required elevation 2 ft above the FEMA BFE or as specified by prevailing code for Respondent’s 3 bedroom/2 bathroom plans (Item Nos 3-4) |
| 9 | Construct finished floor 1.0-4.0 Vertical Feet (VF) to the required elevation 2 ft above the FEMA BFE or as specified by prevailing code for Respondent’s 4 bedroom/2 bathroom plans (Item Nos 5-6) |
| 10 | Construct finished floor 4.1-7.0 Vertical Feet (VF) to the required elevation 2 ft above the FEMA BFE or as specified by prevailing code for Respondent’s 2 bedroom/1 bathroom plans (Item Nos 1-2) |
| 11 | Construct finished floor 4.1-7.0 Vertical Feet (VF) to the required elevation 2 ft above the FEMA BFE or as specified by prevailing code for Respondent’s 3 bedroom/2 bathroom plans (Item Nos 3-4) |
| 12 | Construct finished floor 4.1-7.0 Vertical Feet (VF) to the required elevation 2 ft above the FEMA BFE or as specified by prevailing code for Respondent’s 4 bedroom/2 bathroom plans (Item Nos. 5-6) |
| Demolition and Disposal in accordance with local, state, and federal requirements, and includes attached structures, appurtenances, permits, certifications and related activities necessary to complete the task in accordance with applicable rules and regulations. | |
| **Item No.** | **Descriptions** |
| 13 | Demolition and dispose of existing house with a footprint of up to 1,000 Square Feet (sq. ft.). |
| 14 | Demolition and dispose of existing house with a footprint of up to 1,001 to 1,500 sq. ft. |
| 15 | Demolition and dispose of existing house with a footprint of up to 1,501 to 2,000 sq. ft. |
| 16 | Demolition and dispose of existing house with a footprint of up to 2,001 to 2,500 sq. ft. |
| 17 | Demolition and dispose of existing house with a footprint of up to 2,501 to 3,000 sq. ft. |
| 18 | Demolition and dispose of existing house with a footprint of up to 3001 to 3500 sq. ft. |
| 19 | Demolition and dispose of existing house with a footprint of 3500+ sq. ft. |
| 20 | Demolition and dispose of existing house above first floor |

**EXHIBIT X-3**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Construction Services No. 3: Mobile Home Units** | | | |  |
| New house construction for Respondent-provided Mobile Home plans. All requested plans include design, permitting, construction, construction management, installation, inspections, and all appurtenances, including all utility connections and all related activities necessary to complete the tasks identified in this RFQ. Pier and Beam construction should include construction up to 3 ft. above grade. | | | | |
| **Item No.** | **Plan # or Name** | **Actual Sq Ft** | **Item Description** | |
| 21 | \_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_ Sq Ft | Standard 2 bedroom/1 bathroom, Plan No. MHU 1 (provide a typical elevation) | |
| 22 | \_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_ Sq Ft | Standard 2 bedroom/1 bathroom, Plan No. MHU 2 (provide a typical elevation) | |
| 23 | \_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_ Sq Ft | Standard 3 bedroom/2 bathroom, Plan No. MHU 3 (provide a typical elevation) | |
| 24 | \_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_ Sq Ft | Standard 3 bedroom/2 bathroom, Plan No. MHU 4 (provide a typical elevation) | |

**EXHIBIT X-4**

|  |  |
| --- | --- |
| **Construction Services No. 4: Unit Items** | |
| **Unit Item No.** | **Descriptions** |
| UB1 | Construction of minimum of 420 SF **off-street parking** utilizing all weather surfacing material consisting of 3/8” crushed stone or shell (homeowner’s choice), spread compacted to a minimum 4” thick for two (2) automobiles on homeowner’s lot in accordance with applicable local codes and regulations to match and join existing driveway approach at the ROW, including all appurtenances and related activities necessary to complete the work. |
| UB2 | Construction of minimum of 420 SF **concrete off-street parking** for two (2) automobiles on homeowner’s lot in accordance with applicable local codes and regulations to match and join existing driveway approach at the ROW, including all appurtenances and related activities necessary to complete the work. |
| UB3 | When required by homeowner and approved by the Program, construct a minimum 420 SF concrete **Parking Space** with reference to the UFAS Section 4.6.3 with concrete specifications that meet jurisdictional code. |
| UB4 | Complete installation of residential **water well** for domestic use, installed by Licensed Texas Water Well Driller, meeting all applicable codes and regulations, including testing and all appurtenances and related activities necessary to complete the work. |
| UB5 | Install properly sized **aerobic septic system with surface application** in accordance with all applicable codes and regulations, including all appurtenances (such as night spray component when required by lot size) and related activities necessary to complete the work. |
| UB6 | Install properly sized **aerobic septic system with drip irrigation** in accordance with all applicable codes and regulations, including all appurtenances and related activities necessary to complete the work. |
| UB7 | Furnish, place, and compact **extra select backfill** |
| UB8 | Furnish, place, and compact **extra granular backfill** |
| UB9 | Furnish and place **Class B (3,000 psi) concrete** |
| UB10 | Install additional **1” water supply line**, as necessary, the additional distance from the original point of service (well head or public system service tap) to a new point of service. |
| UB11 | Install additional **4”sewer line**, as necessary, the additional distance from the original point of service (septic system connection or public system sewer connection) to a new point of service. |
| UB12 | Install **underground electrical service line (100 or 125 amp service)** from the point of utility company service to house, when required by ordinance or established rule. |
| UB13 | Install **underground electrical service line (150 or 200 amp service)** from the point of utility company service to house, when required by ordinance or established rule. |
| UB14 | Removal and proper disposal of **encroaching tree less than 6”** in diameter (measured at 4 feet from ground) with permission of the homeowner and approval of the Program, including all appurtenances and related activities necessary to complete the work. |
| UB15 | Removal and proper disposal of **encroaching tree greater than 6” up to 12"** in diameter (measured at 4 feet from ground) with permission of the homeowner and approval of the Program, including all appurtenances and related activities necessary to complete the work. |
| UB16 | Removal and proper disposal of **encroaching tree greater than 12” up to 24"** in diameter (measured at 4 feet from ground) with permission of the homeowner and approval of the Program, including all appurtenances and related activities necessary to complete the work. |
| UB17 | Removal and proper disposal of **encroaching tree greater than 24”up to 36"** in diameter (measured at 4 feet from ground) with permission of the homeowner and approval of the Program, including all appurtenances and related activities necessary to complete the work. |
| UB18 | Removal and proper disposal of **encroaching tree greater than 36”** in diameter (measured at 4 feet from ground) with permission of the homeowner and approval of the Program, including all appurtenances and related activities necessary to complete the work. |
| UB19 | Install live oak tree with a minimum of 2" caliper |
| UB20 | When required by homeowner and approved by the Program, install a residential vertical **Platform Lift** **with standard lifting height of up to 96”**, including electrical installation requirements to jurisdictional code, maintenance-free operation and 24V DC battery backup with reference to the UFAS Section 4.11. |
| UB21 | When required by homeowner and approved by the Program, install a residential vertical **Platform Lift** **with standard lifting height of up to 168”**, including electrical installation requirements to jurisdictional code, maintenance-free operation and 24V DC battery backup with reference to the UFAS Section 4.11. |
| UB22 | When required by homeowner and approved by the Program, construct a 36” wide concrete **Accessible Route** up to 25 feet in length from the edge of the parking space to the lift/ramp/entrance platform at the house with reference to the UFAS Sections 4.3.3, 4.3.7, 4.3.8 and 4.5 with concrete specifications that meet jurisdictional code (and handrails, when required, to be constructed of pressure-treated lumber). |
| UB23 | Installation of all-weather surfacing material consisting of 3/8” crushed stone or shell (homeowner’s choice), spread and compacted to a minimum width of 12’ and a minimum of 4” thick on homeowner’s lot in accordance with applicable local codes and regulations, to **match and join existing driveway approach** at ROW, including all appurtenances and related activities necessary to complete the work. |
| UB24 | When required by the homeowner and approved by the Program, install elevated **Water Closet** adjacent to a wall with safety bars in one (1) designated bathroom with reference to the UFAS Section 4.26. (American Standard, or approved equal, minimum 16.5” height elongated bowl and Moen chrome safety bars, or approval equal). The lump sum price shall reflect only the increase in price above the base price of the item(s) included in the plans. |
| UB25 | When required by the homeowner and approved by the Program, install handicap accessible **Bathtub**, with safety bars, and drop down seat in one (1) designated bathroom with reference to the UFAS Section 4.34.5.4 (Koral Model HTS 731LH/736 RH or approved equal); and install entry and interior doors and door hardware to and within all locations of the unit with reference to UFAS Section 4.13. The lump sum price shall reflect only the increase in price above the base price of the item(s) included in the plans. |
| UB26 | When required by the homeowner and approved by the Program, install handicap accessible **Shower**, (1) designated bathroom with reference to the UFAS Section 4.34.5.5 (One-piece 60” fiberglass ADA Handicap shower with over-flow barrier or approved equal). The lump sum price shall reflect only the increase in price above the base price of the item(s) included in the plans. |
| UB27 | When required by the homeowner and approved by the Program, install **Kitchen per UFAS** Section 4.34.6 (includes cooktop (Frigidaire 30” cooktop with front-end knobs or approved equal) and wall oven (Frigidaire 24” single wall oven or approved equal), installed lavatory, mirrors, and medicine cabinets (one designated bathroom) per UFAS Section 4.34.5.3, installed Storage per UFAS Section 4.25. The lump sum price shall reflect only the increase in price above the base price of the item(s) included in the plans. |
| UB28 | When required by a homeowner with visual or hearing impairment and approved by the Program, installed Emergency Alarms for visual/hearing impaired occupants for all floor plans (per UFAS Section 4.28) as an upgrade to IRC required alarm system. The lump sum price shall reflect only the increase in price above the base price of the item(s) included in the plans. |
| UB29 | When required by a homeowner and approved by the Program, **all Vinyl Flooring throughout unit** (12 mil Armstrong Cambray grade or approved equal) The lump sum price shall reflect only the increase in price above the base price of the item(s) included in the plans. |
| UB30 | When required by a homeowner with medical conditions and approved by the Program, **upgrade electrical wiring components** to accommodate electrical connections to medical equipment, typical assumption would be a 20 amp dedicated circuit containing a hospital grade receptacle. The lump sum price shall reflect only the increase in price above the base price of the item(s) included in the plans. |
| UB31 | **Attached Garage** – (For cities or subdivisions where each residential dwelling unit is required to have a garage permanently affixed to the land) The minimum floor space for the garage shall be two hundred fifty (250) square feet of 3000 psi concrete, must be constructed with the required anchoring system per state and local jurisdictional requirements, including tire stop, and the floor area used for vehicular parking must be sloped to facilitate the movement of liquids toward the main vehicle entry door. Exterior finish must match that of new home and interior finish must be enclosed with gypsum board and must be paint ready. |
| UB32 | **Detached Garage** - (For cities or subdivisions where each residential dwelling unit is required to have a garage permanently affixed to the land) The minimum floor space for the garage shall be two hundred fifty (250) square feet of 3000 psi concrete, must be constructed with the required anchoring system per state and local jurisdictional requirements, including tire stop, and the floor area used for vehicular parking must be sloped to facilitate the movement of liquids toward the main vehicle entry door. Exterior finish must match that of the new home. |

**EXHIBIT X-5**

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| **Construction Services No. 5: Typical Upgrade Items** | |
| **Unit Item No.** | **Descriptions** |
| UG1 | Bathroom - Solid Surface Vanity top |
| UG2 | Bathroom - Enameled steel tub with ceramic tile shower surround |
| UG3 | Bathroom - Designer Faucet set |
| UG4 | Flooring - upgraded carpet and pad |
| UG5 | Flooring - ceramic tile |
| UG6 | Flooring - wooden floor |
| UG7 | Kitchen - Solid Surface Countertops |
| UG8 | Kitchen - Cabinets and hardware (no layout modifications allowed) |
| UG9 | Kitchen - Designer sink double bowl |
| UG10 | Kitchen - Designer faucet |
| UG11 | Kitchen - Upgrade appliance manufacturer and/or model (if same size, fuel and power requirements) |
| UG12 | Kitchen - Dishwasher (base cabinet modification required - reconstruction) |
| UG13 | Kitchen - Dishwasher (unit replacement - rehabilitation only) |
| UG14 | Other - Finished interior wood trim |
| UG15 | Other - Mini-blind window package |
| UG16 | Other- solid core interior doors |
| UG17 | Other - Designer exterior lights (replacement location only) |

**ATTACHMENT A**

**TEXAS GENERAL LAND OFFICE**

**GLO-CDR HOUSING DESIGN STANDARDS**

**(SINGLE-FAMILY)**

**ATTACHMENT B**

**NEWTON COUNTY DESIGN STANDARDS FOR**

**RECONSTRUCTION AND NEW CONSTRUCTION SUMMARY**