



CALDWELL COUNTY

REQUEST FOR QUALIFICATIONS

Project Title: Master Development Services

Solicitation Number: RFQ26CCP01Q

Statement of Qualifications

must be received before:

2:00 p.m. central time

October 1st, 2026

110 S. Main Street, Room 302, Lockhart, TX 78644

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GENERAL

Caldwell County, Texas seeks to enter into an agreement with a qualified Individual, Firm or Corporation (Proposer) with substantial and relevant experience and expertise to provide **Master Development Services** in connection with proposed improvements and/or expansion of the county facilities.

DEFINITIONS

The following definitions shall be used to identify terms throughout this Request for Qualifications:

A. AGREEMENT/CONTRACT

A mutually binding legal document obligating the Firm to furnish the professional services specified within this solicitation and obligating the County to pay for the professional services provided.

B. PROPOSAL/RESPONSE/OFFER

A complete, properly signed response to this solicitation that, if accepted, would bind the Respondent to perform the resulting contract.

C. PROPOSER/RESPONDENT/OFFERER

The Individual, Firm or Corporation (Proposer) that considers themselves qualified to provide the services specified herein and are interested in making an offer to provide the services to the County.

D. COUNTY

Caldwell County, Texas.

E. COMMISSIONER'S COURT

The elected officials of the County, given the authority to exercise such powers and jurisdiction of all County business as conferred by the state constitution and laws.

F. FIRM

The successful Proposer of this request for proposal.

G. PURCHASE ORDER

A purchase order records the financial obligation of the County to pay for services properly received; therefore, a purchase order is also required for all contracts with an expenditure of funds entered into by the County.

H. REQUEST FOR QUALIFICATIONS (RFQ)

This Solicitation document issued by the County, containing terms, conditions, and request for qualifications for the services to be procured.

I. STATEMENT OF QUALIFICATIONS (SOQ)

A Firm's response to this solicitation

J. VENDOR/CONTRACTOR

Person or business enterprise providing professional services to the County as fulfillment of obligations arising from an agreement pursuant to this request for qualifications.

NOTICE to PROPOSERS

A. NOTICE

Statement of Qualifications are due at **2:00 p.m. on October 1st, 2026** after which time all qualified responses will be opened and acknowledged at 110 S. Main Street, Room 302, Lockhart, Texas 78644. Proposals received after the specified deadline will be returned unopened.

Sealed SOQs shall be clearly marked with the RFQ number and title and addressed to the County. Proposals shall be delivered using one of the following:

Hand delivered/Mailed/Shipped To:

110 S. Main Street, Room 302, Lockhart, Texas 78644

Electronically To:

www.bidnetdirect.com//caldwellcounty

Potential Respondents may receive notice of solicitations from the County from a variety of channels. Approved methods of dissemination include: County website or the County's purchasing director. The receipt of solicitations through any other means may result in the receipt of incomplete specifications or addenda which could ultimately render your proposal non-compliant. County accepts no responsibility for the receipt or notification of solicitations through any other source.

B. QUESTIONS and INQUIRIES

Questions and inquiries about this Solicitation shall be submitted in writing to the following individual:

Dominique Esquivel

Email: dominique.esquivel@co.caldwell.tx.us

The deadline for written questions is **September 24th, 2026 at 2:00 p.m.** central time. This deadline has been established in order to provide adequate time for County staff to prepare responses to questions from Proposers.

Proposers shall not attempt to contact County Officials or Employees directly during the pre-proposal or post-proposal period. The County intends to respond to all appropriate questions or concerns; however, the County reserves the right to decline to respond to any question or concern. All material modifications, clarifications or interpretations will be incorporated into an addendum which will be publicly posted. All addenda issued prior to the due date and time for responses are incorporated into the RFQ and must be acknowledged in the SOQ response. Only written information provided shall be binding. Oral or other interpretations shall not be binding and are held without legal effect.

C. SCHEDULE OF IMPORTANT DATES

The County will generally comply with the following schedule for the selection process, subject to changes necessary to ensure fairness and to accommodate unanticipated events:

Release RFQ

August 27th, 2026

Deadline for Questions and Inquiries

2:00 PM CST

September 24th, 2026

Proposals Closing and Opening of bids
Earliest Award by County

2:00 PM CST

October 1st, 2026
October 8th, 2026

D. PRE-PROPOSAL CONFERENCE

Not applicable to this RFQ.

E. CERTIFICATION

This Solicitation includes a certification page. Respondent must:

1. Furnish complete name, mailing address, telephone number and email of the individual duly authorized to execute contractual documents on behalf of the Respondent.
2. Furnish name of individual(s), along with respective telephone numbers and email addresses, who will be responsible for answering all questions.
3. Certify that they have not conspired with any other potential Respondents in any manner to attempt to control competitive pricing.
4. Certify that they are duly qualified, capable and otherwise qualified business entity not in receivership or contemplating same, and has not filed bankruptcy.

F. EXCEPTIONS

Any deviations from terms, conditions or request for qualifications contained herein must be clearly indicated in the Response to this Solicitation in writing at or before the due date and time. Any deviations or exceptions are subject to review by the County and may deem the Response disqualified or non-responsive. If no exceptions are stated, it will be understood that all general terms and conditions and specific requirements will be complied with, without exception.

G. DISCLOSURE OF INTERESTED PARTIES

Contracting hereunder may require compliance with §2252.908 Texas Government Code/Disclosure of Interested Parties for contracts that (1) require an action or vote by the Commissioner's Court before the contract may be signed; or (2) has a value of at least \$1 million. The law provides that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity or state agency.

The process as implemented by the Texas Ethics Commission ("TEC") is as follows:

1. The disclosure of interested parties must be performed using the [Texas Ethics Commission's electronic filing application](#) listing each interested party of which the business entity is aware on Form 1295, obtaining a certification of filing number for this form from the TEC, and printing a copy of it to submit to the County.
2. The copy of Form 1295 submitted to the County must contain the unique certification number from the TEC. The form must be filed with the County pursuant to §2252.908 Texas Government Code, "at the time the business entity submits the signed contract" to the County.

The County, in turn, will submit a copy of the disclosure form to the TEC not later than the 30th day after the date the County receives the disclosure of interested parties from the business entity.

STANDARD TERMS and CONDITIONS

A. ADDENDA

If it becomes necessary to revise any part of this Solicitation, prior to the due date and time, a written addendum will be provided clarification to all known interested Respondents. The County is not bound by any oral representations, clarifications, or changes made in the Request for Qualifications by the County's employees, unless such of change is provided to Respondents in written addendum form from the County.

Addenda will be transmitted to all that are known to have received a copy of the Request for Qualification. However, it shall be the sole responsibility of the Respondent to verify issuance of any addenda and to check all avenues of document availability prior to the opening date and time. Respondent shall provide written acknowledgment of all addenda.

B. ADVERTISING and PUBLICITY

Firm shall not advertise or otherwise publicize, without the County's prior written consent, the fact that the County has entered into the Agreement, except to the extent required by applicable law.

C. ASSIGNMENTS

The Agreement shall be binding upon and inure to the benefit of the County and the Firm, and their respective successors and assignees, provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Firm without the prior written consent of the County. Any attempted assignment or delegation by the Firm shall be void unless made in conformity with this Paragraph. The Agreement is not intended to confer any rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there is no third-party beneficiaries to the Agreement.

D. BUSINESS PRACTICES

Minority business enterprises and/or historically underutilized businesses will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.

E. CANCELLATION or TERMINATION

1. Non-Appropriation:

The resulting Agreement is a commitment of the County's current revenues only. It is understood and agreed that the County shall have the right to terminate the Agreement if, for any reason, funds are not appropriated to continue this Agreement.

2. Cancellation:

The County reserves the right to cancel the Agreement for default for all or any part of the delivered portion of the deliverables if the Firm breaches any term including warranties or becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which the County may have in law or in equity.

F. CLAIMS

If a claim, demand, suit or other action is asserted against the Firm which arises under or concerns the Agreement, or which could have a material adverse effect on the Firm's ability to perform

thereunder, the Firm shall give written notice to the County within ten (10) calendar days after receipt of notice by the Firm. Such notice to the County shall state the date of notification of any such claim, demand, suit or other action; the names and address of the claimant(s); the basis thereof; and the name of each person against whom such claim is asserted. Such notice shall be delivered to the 110 S. Main Street Lockhart, Texas 78644.

G. CODES, PERMITS, LICENSES

Firm shall comply with all federal, state and local standards, codes and ordinances, as well as other authorities that have jurisdiction pertaining to the products delivered and their application. None of the terms or provisions of the Agreement shall be construed as waiving any rules, regulations or requirements of these authorities. Firm shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations to the County.

H. COLLUSION

Advanced disclosures of any information to any particular Respondent which gives that particular Respondent any advantage over any other interested Respondent in advance of the due date, whether in response to advertising or an informal request for proposals, made or permitted by a member of the governing body or an employee or representative thereof, will cause to void all responses to that particular solicitation or request.

I. COMMUNICATION

To insure the proper and fair evaluation of this Proposal, the County prohibits ex parte communication (e.g., unsolicited) initiated by the Respondent to the County Official or Employee evaluating or considering the Responses prior to the time an award has been made. Communication between Respondents and the County will be initiated by the appropriate County Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Statement(s) of Qualification. Ex parte communication may be grounds for disqualifying the offending Respondent from consideration or award, or any future Solicitation.

Unless otherwise specified, all requests for clarification or questions regarding a Solicitation must be directed as provided herein.

J. CONFIDENTIALITY

In order to provide the deliverables to the County, Firm may require access to certain of the County's and/or its licensors' confidential information (including, but not limited to, inventions, employee information, trade secrets, confidential know-how, confidential business information and other information which the County or its licensors consider confidential) (collectively, "Confidential Information"). Firm acknowledges and agrees that the Confidential Information is the valuable property of the County and/or its licensors, and any unauthorized use, disclosure, dissemination or other release of the Confidential Information will substantially injure the County and/or its licensors. The Firm (including its employees, subcontractors, agents or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate or otherwise use the Confidential Information without the prior written consent of the County, or in a manner not expressly permitted under the Agreement, unless the Confidential Information is required to be disclosed by law or as a result of an order of any court or other governmental authority with proper jurisdiction, provided the Firm promptly notifies the County prior to disclosing such information so as to permit the County reasonable time to seek an appropriate protective order. The Firm agrees to use protective measures no less stringent than the Firm uses within its own business to protect its own most valuable information,

which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

K. DEFAULT

Firm shall be in default under the Agreement if the Firm (a) fails to fully, timely and faithfully perform any of its material obligations under the Agreement, (b) fails to fully, timely and faithfully perform any of its material obligations under any agreement Firm has with the County, (c) fails to timely pay any fees or taxes owed to the County, (d) becomes insolvent or seeks relief under the bankruptcy laws of the United States, or (e) makes a material misrepresentation in Respondent's Proposal, or in any report or deliverable required to be submitted by Firm to the County.

L. DELAYS

The County may delay scheduled deliveries or other due dates by written notice to the Firm if the County deems it is in its best interest. If such delay causes an increase in the cost of the work under the Agreement, the County and the Firm shall negotiate an equitable adjustment for costs incurred by the Firm in the Agreement price and execute an amendment to the Agreement. The Firm must assert its right to an adjustment within ten (10) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution Process specified herein. However, nothing in this provision shall excuse the Firm from delaying the deliveries as notified.

M. DISCLOSURE

At the due date and time there will be no disclosure of contents of any Proposal to competing Proposers, and all Proposals will be kept confidential during the negotiation process. Except for trade secrets and confidential information which the Firm identifies as proprietary, all Proposals will be open for public inspection after the contract award.

N. DISCLOSURE OF PENDING LITIGATION:

Each Respondent shall include in its proposal a complete disclosure of any material civil or criminal litigation or pending investigation which involves the Respondent or in which the Respondent has been judged guilty.

O. DISPUTE RESOLUTION

If either the Firm or the County has a claim, dispute or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under the Agreement, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with, the Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties in accordance with the Arbitration Rules of the American Arbitration Association or other applicable rules governing mediation then in effect. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute.

P. FORCE MAJEURE

Neither party shall be liable for any default or delay in the performance of its obligations under the Agreement if, while and to the extent such default or delay is caused by acts of God, fire, riots,

civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond reasonable control. In the event of default or delay in performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

Q. FRAUD

Fraudulent statements by the Respondent in the Proposal or in any report or deliverable required to be submitted by the Firm to the County shall be grounds for termination of the Agreement for cause by the County and may result in legal action.

R. GRATUITIES

The County may, by written notice to the Firm, cancel the Agreement without liability if it is determined by the County that gratuities were offered or given by the Firm or any agent or representative of the Firm to any officer or employee of the County with the intent of securing the Agreement or securing favorable treatment with respect to awarding or amending or the making of any determinations with respect to performance of the Agreement. In the event the Agreement is cancelled by the County pursuant to this Section, the County shall be entitled, in addition to any other rights and remedies, to recover the benefits or payments to the Firm, as a result of the gratuities.

S. INDEPENDENT CONTRACTOR

Nothing in this Request for Qualifications is intended to be construed as creating an employer/employee relationship, a partnership or joint venture. The Firm's services shall be those of an independent contractor. The Firm agrees and understands that the Agreement does not grant any rights or privileges established for employees of the County. Firm shall not be within protection or coverage of the County's Worker Compensation Insurance, Health Insurance, Liability Insurance or any other insurance that the County, from time to time, may have in force.

T. INDEMNITY

FIRM SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY THE CONTRACTOR UNDER THE CONTRACT.

U. INSURANCE REQUIREMENTS

Upon request, Firm shall provide a copy of its insurance policies to the County.

V. INTERPRETATION

The Agreement is intended by both parties as the final, complete and exclusive statement of the terms of their Agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Agreement. Although the Agreement may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner fair to both parties, reading no provision more strictly against one party of the other. Whenever a term defined by the Uniform Commercial Code (the "UCC"), as enacted by the State of Texas, is used in the Agreement, the UCC definition shall control unless otherwise defined in the Agreement.

W. INVALIDITY

The invalidity, illegality or unenforceability of any provision of the Agreement shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace the stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is the essence of the Agreement be determined to be void.

X. LIABILITY

Any person, firm or corporation party to the Agreement shall be liable for all damages incurred while in the performance of the Agreement. Firm assumes full responsibility for the terms contained herein and hereby releases, relinquishes, and discharges the County, its officers, agents and employees from all claims, demands and causes of action of any nature including the cost of defense thereof, for any injury to, including death of, any person whether that person be a third party, supplier or an employee of either of the parties hereto, and any loss of or damage to property, whether the same be that of either of the parties, caused by or alleged to have been caused by, arising out of or in connection with the issuance of the Agreement to the Firm and the negligence of the Firm, whether or not said claims, demands and causes of action in whole or in part are covered by insurance. Certificates of insurance may be required for, but not limited to, Commercial General Liability, Business Auto Liability, Workers Compensation and Professional Liability Insurance.

Y. LIENS

Firm shall defend, indemnify and hold the County harmless from and against any and all liens and encumbrances for all services delivered under this Agreement. At the County's request, the Firm or its subcontractors shall provide a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the County.

Z. MANAGEMENT

Should there be a change in ownership or management, the Agreement may be canceled unless a mutual Agreement is reached with the new owner to continue the Agreement with its present terms, conditions and pricing. The Agreement is nontransferable by either party.

AA. NOTICES

Unless otherwise specified, all notices, requests or other communications required or appropriate to be given under the Agreement shall be in writing and deemed delivered three (3) business days after postmarked if sent by US Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, fax, or other commercially accepted means. Notices to the Firm shall be sent to the address specified in the Firm's Statement of Qualifications or at such other address as a party may notify the other in writing. Notices to the County shall be addressed to: 110 S. Main Street Lockhart, Texas 78644 and marked to the attention of Dominique Esquivel.

BB. PAYMENT TERMS

1. Tax Exempt Status:

The County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. The County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates

are furnished upon request. Firm will not charge for such taxes. If billed, the County will not remit payment until a corrected invoice is received.

Under Ruling No. 9, Repairment and Contractor (amended April 3, 1962) Limited Sales, Excise and Use Tax Rules and Regulations, Comptroller of Public Accounts, State of Texas, tangible personal property (materials) becoming a part of improvements and structures and incorporated in such, under lump sum contracts, are not subject to sales tax when the cost of such materials is segregated from the cost of skill, labor, and all other materials not becoming a part of the improvement of structure. Under the interpretation of this ruling, contract will state not only the lump sum but also the value of materials and value of skill, labor, etc. Proposals are to be tendered in lump sum only.

2. Invoicing Requirements:

Unless otherwise specified, all invoices shall be submitted to 110 S. Main Street Lockhart, Texas 78644 and issued as required by the Purchase Order or Agreement. ***Each invoice must reference the unique Purchase Order number, and include the Firm's complete name and remit to address.*** If applicable, transportation and delivery charges must be itemized on each invoice.

3. Payment Terms:

All payments will be processed in accordance with Texas Prompt Payment Act, *Texas Government Code*, Subtitle F, Chapter 2251. The County will pay Firm within thirty days after acceptance of goods or services delivered, or the day of receipt of a correct invoice, whichever is later. The Firm may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for payments not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by the County in the event: (a) there is a bona fide dispute between the County and Firm concerning the goods or services delivered, that causes the payment to be late; (b) the terms of a federal agreement, grant, regulation or statute prevents the County from making a timely payment with Federal funds; (c) there is a bona fide dispute between the Firm and a subcontractor and its suppliers concerning deliveries made, which caused the payment to be late; or (d) the invoice is not mailed to the County in strict accordance with instructions on the Purchase Order or Agreement, or other such contractual agreement.

4. Firm Pricing:

The price shall remain firm for the duration of the Agreement, or any extension period, unless expressly approved in writing. No separate line item charges shall be permitted for any extraneous charges. Firm further certifies that the cost proposal has been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other Respondent or with any competitor.

5. Price Warranty:

The Firm warrants the prices quoted are not materially higher than the Firm's current prices on services provided to others for like deliverables under similar terms of purchase. In addition to any other remedy available, the County may deduct from any amounts owed to the Firm, or otherwise recover, any amounts paid for services materially in excess of the Firm's current prices on services to others for like deliverables under similar terms of purchase.

6. Travel Expenses:

All travel, lodging and/or per diem expenses associated with providing the services specified must be included in the Agreement. All travel expenses are subject to review by the County and documentation of actual itemized expenses may be requested. No reimbursement will be made without prior authorization, or for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed.

CC. PERSONAL INTEREST

No employee of County may have any financial interest, directly or indirectly, in any proposed or existing agreement, purchase, work, sale or service to, for, with or by the County.

DD. PRIORITY OF DOCUMENTS

In the event there are inconsistencies between the general provisions and special (or other) terms and conditions contained herein, the latter will take precedence.

EE. PUBLIC INFORMATION

All Responses are subject to release as public information unless the Response or specific parts of the Response can be shown to be exempt from the Texas Public Information Act. Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The County assumes no obligation or responsibility for asserting legal arguments on behalf of potential Respondents.

If a Respondent believes that a Response or parts of a Response are confidential, then the Respondent shall specify. The Respondent shall stamp in bold red letters the term "**CONFIDENTIAL**" on that part of the Response, which the Respondent believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. All Responses and parts of Responses that are not marked as confidential will be automatically considered public information.

FF. EQUAL EMPLOYMENT OPPORTUNITY. All Responses shall be in compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in the Department of Labor Regulations (41CFR Part 60). No individual shall be excluded from participating in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of, or in connection with, any such program because of race, color, religion, sex, national origin, age, handicap, or political application or belief.

GG. REIMBURSEMENTS

There is no expressed or implied obligation for the County to reimburse responding Firms for any expenses incurred in preparing SOQs in response to this Request for Qualification and the County will not reimburse responding Firms for these expenses, nor will the County pay any subsequent costs associated with the provision of additional information or presentation, or to procure a contract for these goods or services.

HH. REPRESENTATIONS and RESPONSIBILITIES

By submitting a SOQ in response to this RFQ, Proposer represents that it has carefully read and understands all elements of this RFQ; has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the work; and has full knowledge of the scope, nature, quality and quantity of services to be performed.

The failure or omission of Proposer to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with existing conditions or other details shall in no way relieve any Proposer from any obligations with respect to its proposal or to the contract.

II. RESERVATIONS

The County reserves the right to request clarification or additional information specific to any response after all Responses have been received and the solicitation due date has passed. Additionally, the County reserves the right to accept or reject all or part of any Response, waive any formalities or technical inconsistencies, delete any portion of the Scope of Work, or terminate the Solicitation when deemed to be in County's best interest.

JJ. RESPONSES BECOME PROPERTY OF THE COUNTY

Submissions received in response to this Request for Qualification become the sole property of the County.

KK. RIGHT TO ASSURANCES

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

LL. SEVERABILITY

The invalidity or unenforceability of any provision herein shall not affect the validity or enforceability of any other provision.

MM. STATE LAW REPRESENTATIONS

To the extent the Agreement is considered a contract for goods or services for which a written verification is required, the Firm, for purposes of sections 2252.152, 2271.002, 2274.002, and 2276.002, Texas Government Code, as amended, hereby verifies that the Firm and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- 1) Do not boycott energy companies and will not boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code.
- 2) Do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.
- 3) Do not boycott Israel and will not boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code.
- 4) Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization, are not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under section 2252.153 or section 2270.0201 of the Texas Government Code.

NN. SURVIVABILITY OF OBLIGATIONS

All provisions of the Agreement that impose continuing obligations on the parties, including but not limited to the warranty, indemnity and confidentiality obligations of the parties, shall survive the expiration or termination of the Agreement.

OO. FIRM'S OBLIGATION

Firm shall fully and timely provide all deliverables described in this Solicitation, Firm's response must be in strict accordance with the terms, covenants and conditions of the Agreement and all applicable federal, state and local laws, rules and regulations.

PP. VENUE

The Agreement shall be fully performable in County, and the venue for any action related to this Agreement shall be County. All issues arising from the Agreement shall be resolved in the courts of County and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or the ability of the County to seek and secure injunctive relief from any competent authority as contemplated herein and does not waive the County's defense of sovereign immunity.

QQ. WAIVER

No claim or right arising out of a breach of the Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Firm or the County of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Agreement, or an express or implied acceptance of any other existing or future default(s), whether of similar or different character.

RR. WITHDRAWAL

Respondents may request withdrawal of a sealed Statement of Qualifications prior to the scheduled opening time, provided the request for withdrawal is submitted to the County in writing.

BACKGROUND and CURRENT CIRCUMSTANCES

A. CALDWELL COUNTY, TEXAS

With several major developments planned for the area, Caldwell County is poised for continued growth in the tax base over the next several years. Investments in infrastructure will be required as well as a cohesive strategy for managing this growth.

Caldwell County is experiencing the same economic issues that other counties are in the state of Texas with Senate Bill 2 and continued population growth. These two major concerns will have to be taken into consideration when working with the FY 2026-27 budget.

With anticipated growth in the rural areas of Caldwell County there will be significant needs throughout the County.

B. Scope

The County seeks to enter into an agreement with a qualified Individual, Firm or Corporation (Proposer) with substantial and relevant experience and expertise to provide Master Development Services in connection with proposed design and construction of:

1. Administrative Complex
2. New Jail / Jail Expansion
3. Rodeo Arena / Show Barn

4. Animal Shelter
5. Any new or additional county infrastructure plans

SCOPE of WORK

The proposed firm will be required to provide the following services.

A. Needs Assessment

1. Conduct a comprehensive assessment of the county facilities listed in the scope to evaluate current conditions, capacity, and support area needs. This analysis will align with the requirements set forth, ensuring that the evaluation encompasses facility type, capacity, and support areas necessary for compliance with industry best practices.
2. Review current county operations, including staffing levels, and program offerings, to identify areas for improvement and ensure alignment with best practices and compliance standards.
3. Analyze historical and current population data to project future trends. This will inform capacity planning and help determine the need for facility expansion or renovation.
4. Evaluate the facility's adherence to, identify any deficiencies and recommend corrective actions to achieve and maintain compliance.
5. Develop strategic recommendations for expansion or renovation, including conceptual design options that address identified needs and support areas, ensuring they can meet projected demands and compliance requirements.
6. Provide preliminary cost estimates for proposed expansion or renovation options, facilitating informed decision-making regarding capital investments.
7. Engage with County leadership, county departments and employees, and other relevant stakeholders to gather input, ensure alignment with County objectives, and incorporate feedback into the needs assessment and planning process.
8. Compile findings, analyses, and recommendations into a comprehensive final report, serving as a foundational document for subsequent planning, design, and implementation phases.

B. Site, Design, and Development Planning

1. Conduct site visits and attend planning meetings with County representatives
2. Conduct a detailed assessment of the proposed site, including but not limited to title review, boundary/topographical surveys, soil borings and geotechnical testing, landscape drawings, water analysis, civil engineering analysis and/or environmental site assessment.
3. In consultation with the County, prepare preliminary design and/or construction plans and specifications based upon any budget and/or site constraints.
4. Work with the County, their financial advisor, and bond counsel to develop a development financing strategy with the objective of obtaining the lowest cost of capital.

5. Confirming the ability to obtain all necessary governmental approvals and permits for the development and construction of any proposed improvements and/or expansions of the county facilities.
6. Preparation of a detailed development schedule for any proposed improvements and/or expansion of the county facilities.
7. The preparation of a comprehensive guaranteed maximum price (“GMP”) development budget for any proposed improvements and/or expansion of the county facilities.

C. Construction Phase Services

1. Provide full-service construction management for all phases of construction, including coordination of contractors, subcontractors, and vendors
2. Administer and enforce the terms of all construction contracts, including schedule, cost, and quality requirements
3. Conduct regular construction progress meetings with County representatives and project stakeholders
4. Monitor contractor performance to ensure compliance with plans, specifications, and applicable codes and standards
5. Maintain and update a detailed master project schedule, including all phases of construction across project components
6. Coordinate sequencing of multiple facilities to optimize delivery and minimize disruptions to County operations
7. Manage the Guaranteed Maximum Price (GMP) and overall construction budget
8. Review, validate, and process contractor pay applications and invoices
9. Coordinate and oversee commissioning of all building systems, including mechanical, electrical, plumbing, security, and detention systems
10. Provide regular written progress reports to the County, including schedule status, budget updates, and key issues
11. Maintain open communication with County leadership, user groups, and stakeholders throughout construction
12. Coordinate with County staff to minimize operational disruptions during construction activities
13. Manage the substantial completion process, including punch list development and completion
14. Ensure delivery of all closeout documentation, including as-built drawings, warranties, and operation & maintenance manual
15. Provide post-construction support during the warranty period, including coordination of warranty claims and issue resolution

SUBMISSION REQUIREMENTS

The County will not accept oral proposals, or proposals received by telephone or FAX machine. **Only hand delivered and electronic proposals will be accepted.** Proposals must be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet all requirements and specifications of this RFQ. Emphasis should be focused on completeness, clarity of content and responsiveness to all requirements of this RFQ.

Hand delivered SOQ's must be submitted in hard copy. Proposer shall submit 1 original and 1 copy of the entire proposal (copy may be on a thumb drive).

Electronic SOQ's must be submitted to www.bidnetdirect.com//caldwellcounty

The County requires responses to every section within this RFQ. To facilitate the review of the responses, Respondents shall follow the described format. The intent of the proposal format is to expedite review and evaluation. It is not the intent to constrain Respondents with regard to content, but to assure that the specific requirements set forth in this RFQ are addressed in a uniform manner amenable to review.

Any SOQ that does not meet all of the minimum requirements contained herein will be considered non-responsive and will not be evaluated. These minimum requirements are considered pass or fail criteria and includes:

1. SOQ must be received by the due date and time;
2. Certification must be signed and returned with SOQ; including acknowledgement of any addenda issued.

SOQ's that pass the minimum requirements listed above will be evaluated, rated, and ranked, in accordance with the criteria provided below. The County may request additional information, site visits, interviews, or presentations from the Firm as part of the evaluation process.

A. Respondent's Statement of Qualifications and Availability to Undertake the Services

1. Provide a statement of interest including a narrative describing the firm's qualifications and availability.
2. Provide a brief history of the firm including all office location(s), legal status and officers.
3. Address the firm's ability to perform the Master Development Services described above.
4. Identify key personnel who will negotiate for the firm and who will be assigned to manage an agreement and describe their respective roles and locations.
5. Provide a resume for each individual identified to demonstrate their relevant experience to fulfill requirements under an Agreement.
6. Provide the firm's organization chart to demonstrate how project personnel will be organized to fulfill requirements under an agreement.
7. Provide evidence that the firm is legally authorized to perform the Services in Texas.

8. Provide a list, description and qualifications of all entities (including general contractor, architect, and engineer(s)) that may be entering into agreements with Respondent or to provide the services to Respondent.

B. Respondent's Previous Development Experience

List a minimum of four (4) examples of relevant, previous projects undertaken by the firm that best demonstrates the firm's capacity and expertise to fulfill the required Pre-Development Services requested herein. Each example should be well organized and identify key personnel who worked on the example project. List the projects in order of priority, with the most relevant project listed first. Provide the following information for each project listed:

- Project name, location, and description.
- Color images (photographic or machine reproductions)
- Final construction cost, including change orders.
- Final Project size in gross square feet.
- Type of construction (new, renovation, or expansion).
- Actual start and finish dates for construction.
- Description of services the firm provided for the project (design, financing, construction, management, maintenance, etc.).
- Name and phone number of the project manager or the firm's individual responsible for the overall success of the project.
- Key subcontractors (financial partner, architect, general contractor, manager, etc.)
- The owner/tenant's name and representative(s) who would be most familiar with the construction and management phases of the project, including telephone number.
- Describe the financing strategy and structure used to finance the projects and how your firm assisted with the development and implementation of the financing strategy and structure.

References shall be considered relevant based on specific project participation by the Respondent. County may contact references during any part of this process. County reserves the right to contact any other references at any time during the RFQ process.

Note: Past experience in the State of Texas and demonstrated knowledge and understanding of Texas markets is also preferred. Demonstrated experience with a variety of building and construction types is also useful.

EVALUATION and SELECTION PROCESS

The County has attempted to provide a comprehensive Request for Qualifications through this solicitation for the work contemplated. Written proposals must present Proposer's qualifications and understanding of the work to be performed. Respondents are asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals must be as thorough and detailed as possible so that the County may properly evaluate capabilities to provide the requested services.

The County will first select the most highly qualified provider for the services on the basis of demonstrated competence and qualifications; and then attempt to negotiate with that provider a contract at a fair and reasonable price. If a satisfactory contract cannot be negotiated with the most highly qualified provider for the services, the County will formally end negotiations with that provider; select the next most highly qualified provider; and attempt to negotiate a contract with that provider at a fair and reasonable price. The County will continue this process to select and negotiate with providers until a contract is entered into.

Clarity and Quality of Proposal

Firms must provide comprehensive responses to every section within this RFQ in the described format. It is not the intent of the County to constrain Firms with regard to content, but to assure that the specific requirements set forth in this RFQ are addressed in a uniform manner amenable to review and evaluation. Failure to do so may result in your Proposal being disqualified from further review and consideration.

By submission of a proposal, Proposer acknowledges acceptance of the evaluation process, scope of work, approach and methodology, and all other terms and conditions set forth in this RFQ. Further, Firms acknowledge that subjective judgements must be made by the County during this process.

The County makes no guarantees or representations that any award will be made and reserves the right to cancel this solicitation for any reason, including:

- Reject any and all SOQs received as a result of this RFQ.
- Waive or decline to waive any informality and any irregularities in any proposal or responses received.
- Negotiate changes in the Scope of Work or services to be provided.
- Withhold the award of contract(s).
- Select Proposer(s) it deems to be most qualified to fulfill the needs of the County.
- Terminate the RFQ process.

EVALUATION CRITERIA

The County will determine, in its sole discretion, the Respondent or Respondents that are best qualified to perform the required services, based on the following criteria:

Demonstrable recent successful experience in providing the following services for projects similar in type, scope, and complexity as this RFQ.

Total of 50 points

List of key staff that will participate in the following:

- **Planning**

- Construction
- Design

Individuals on Project Team's Experience/Qualifications providing planning, construction and/or design.

Total of 50 points

Project Manager's Experience/Qualifications with similar projects.

Total of 40 points

Availability of Project Manager, task leads, and relevant staff and their previous performance on County projects.

Total of 40 points

Demonstrable recent successful experience in the following:

- Ability to deal effectively with Owners, Contractors and/or Design Professionals.
- Ability to effectively address project disputes, contract delays, design errors, and/or construction defects.

Total of 20 points

TOTAL OF 200 POINTS

*Please ensure your response fully addresses each criterion listed above within your SOQ.

CERTIFICATION and ACKNOWLEDGMENT

The undersigned affirms that they are duly authorized to submit this Proposal, that this Proposal has not been prepared in collusion with any other Respondent, and that the contents of this Proposal have not been communicated to any other Respondent prior to the official opening.

Signed By: _____ Title: _____

Typed Name: _____ Company Name: _____

Phone No.: _____ Fax No.: _____

Email: _____

Bid Address: _____

P.O. Box or Street

City

State

Zip

Order Address: _____

P.O. Box or Street

City

State

Zip

Remit Address: _____

P.O. Box or Street

City

State

Zip

Federal Tax ID No.: _____

DUNS No.: _____

Date: _____

CHAPTER 176 – CONFLICT OF INTEREST QUESTIONNAIRE (Please fill out and sign)

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

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

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

☐ Yes☐ No

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

☐ Yes☐ No

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

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

7_____
Name of signatory_____
Signature_____
Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

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

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

I, _____ (Person name), the authorized representative of (Company or Business name) _____ (hereafter "Company") being an adult over the age of eighteen (18), after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the Company, currently complies¹ with, and will continue to comply with, throughout the term of any awarded pursuant to the Request for Bids, the following provisions of Title 10, Subtitle F of the Texas Government Code:

- **Section 2252.152:** Company does not engage in business with Iran, Sudan, or any Foreign Terrorist Organization;
- **Section 2252.153:** Company does not engage in business with any entity listed by the Texas Comptroller of Public Accounts as a Foreign Terrorist Organization;
- **Section 2271.002:** Company does not boycott Israel;
- **Section 2274.002:** Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
- **Section 2276.002:** Company does not boycott energy companies.

I understand the obligations imposed by these sections and agree that Company will adhere to all applicable requirements as specified therein. I acknowledge that failure to comply with these provisions may result in penalties, including but not limited to, termination of the contract and legal action.

I affirm that the information provided in this statement is true and correct to the best of my knowledge and belief.

Signature: _____

Date: _____

Name: _____

Company Name: _____

Title: _____

On _____, this instrument was acknowledged before me by the above-named individual, an authorized individual of the Company.

[Seal]

Notary Public, State of _____

My commission expires: _____

PLEASE ENSURE THIS SWORN STATEMENT IS COMPLETED AND SIGNED AND SUBMITTED WITH YOUR BID. FAILURE TO INCLUDE A PROPERLY EXECUTED STATEMENT MAY RESULT IN DISQUALIFICATION FROM THE BIDDING PROCESS

¹ Compliance means either adhering to or abstaining from an applicable activity as specifically defined by the enumerated sections. If no specific definition is provided therein, the term shall have the meaning assigned by the Texas Government Code.

CALDWELL COUNTY, TEXAS

MASTER DEVELOPMENT SERVICES AGREEMENT

RFQ No. RFQ26CCP01Q

Draft for Contract Negotiation

This Master Development Services Agreement (the “Agreement”) is entered into by and between Caldwell County, Texas, a political subdivision of the State of Texas (“County”), and _____ (“Firm”), a _____ [Texas entity type/state of organization], collectively the “Parties.”

Effective Date: _____

Contract Term: _____ through _____, unless earlier terminated in accordance with this Agreement.

County Project/Program: Master Development Services for County facilities and infrastructure.

RECITALS

A. County issued Request for Qualifications No. RFQ26CCP01Q, titled “Master Development Services” (the “RFQ”), seeking a qualified individual, firm, or corporation with substantial and relevant experience to provide master development services in connection with proposed improvements and/or expansion of County facilities.

B. The RFQ identifies potential projects including an Administrative Complex, New Jail/Jail Expansion, Rodeo Arena/Show Barn, Animal Shelter, and other County infrastructure plans.

C. County selected Firm based on the qualifications and evaluation process described in the RFQ, and the Parties desire to establish the terms under which Firm may provide the services described in this Agreement and its Exhibits.

D. The Parties intend that this Agreement govern the professional services actually authorized by County. No project, phase, task, or expenditure is authorized unless approved in accordance with County requirements and an applicable Purchase Order, task authorization, or amendment.

ARTICLE 1 — INCORPORATED DOCUMENTS AND ORDER OF PRECEDENCE

1.1 Incorporated Documents. The following documents are incorporated into and made part of this Agreement by reference:

- The RFQ, RFQ No. RFQ26CCP01Q, including all addenda issued before the proposal deadline;
- Firm’s Statement of Qualifications and all representations, commitments, and clarifications accepted by County;
- This Agreement and its Exhibits;

- Written task authorizations, work authorizations, or amendments executed by authorized representatives of the Parties; and
- Any applicable Purchase Order issued by County.

1.2 Order of Precedence. In the event of a conflict, the following order shall control, unless a later written amendment expressly states otherwise: (a) executed amendments; (b) this Agreement; (c) executed task/work authorizations; (d) applicable Purchase Orders, solely as to administrative/payment details; (e) the RFQ and addenda; and (f) Firm's SOQ. No provision of Firm's SOQ shall expand County's obligations unless expressly accepted in writing by County.

1.3 No Automatic Construction Authorization. The Parties acknowledge that the RFQ contemplates services spanning planning, design/development planning, financing coordination, and construction-phase services. This Agreement does not, by itself, authorize Firm to commence construction, bind County to any construction contract, or obligate County to proceed with any project.

ARTICLE 2 — SCOPE OF SERVICES

2.1 General. Firm shall provide Master Development Services in accordance with the RFQ, this Agreement, and written authorizations issued by County. Services may include the following, as specifically authorized:

2.2 Needs Assessment

- Comprehensive assessment of County facilities identified in the RFQ, including current conditions, capacity, and support-area needs.
- Review of County operations, staffing levels, and program offerings to identify improvements and alignment with applicable best practices and compliance standards.
- Analysis of historical and current population data and future trends for capacity planning.
- Evaluation of facility compliance and identification of deficiencies and recommended corrective actions.
- Strategic recommendations for expansion or renovation, including conceptual design options.
- Preliminary cost estimates for proposed expansion or renovation options.
- Engagement with County leadership, departments, employees, and other stakeholders.
- A comprehensive final needs-assessment report containing findings, analysis, and recommendations.

2.3 Site, Design, and Development Planning

- Site visits and planning meetings with County representatives.
- Assessment of proposed sites, including, as applicable, title review, boundary/topographical surveys, soil borings, geotechnical testing, landscape drawings, water analysis, civil engineering analysis, and environmental site assessment.
- Preparation of preliminary design and/or construction plans and specifications in consultation with County and subject to budget and site constraints.
- Coordination with County, its financial advisor, and bond counsel concerning development financing strategy, with the objective of obtaining a cost-effective capital structure.
- Coordination regarding governmental approvals and permits required for proposed improvements or expansions.
- Preparation and maintenance of a detailed development schedule.
- Preparation of a comprehensive Guaranteed Maximum Price ("GMP") development budget when authorized and appropriate.

2.4 Construction Phase Services

- Full-service construction management for authorized construction phases, including coordination of contractors, subcontractors, and vendors.
- Administration and monitoring of construction contracts for schedule, cost, quality, and compliance.
- Regular construction progress meetings with County representatives and project stakeholders.
- Monitoring contractor performance for compliance with plans, specifications, applicable codes, and standards.
- Maintenance and updating of a detailed master project schedule.
- Coordination of sequencing among multiple facilities and project components.
- Management of the authorized GMP and overall construction budget.
- Review, validation, and processing recommendations concerning contractor pay applications and invoices.
- Coordination and oversight of commissioning of building systems, including mechanical, electrical, plumbing, security, and detention systems, as applicable.
- Regular written progress reports addressing schedule status, budget, and key issues.
- Communication with County leadership, user groups, and stakeholders.
- Coordination with County staff to minimize operational disruptions.
- Management of substantial completion and punch-list activities.
- Coordination of closeout documentation, including as-built drawings, warranties, and operation and maintenance manuals.
- Post-construction support during applicable warranty periods, including coordination of warranty claims and issue resolution.

2.5 Task Authorization

County may authorize services in phases or discrete tasks. Each task authorization shall identify, as applicable, the project, scope, deliverables, schedule, compensation method, not-to-exceed amount, reimbursable expenses, and responsible County representative. Firm shall not perform work outside an authorized scope or exceed an authorized amount without prior written authorization and an executed amendment or task authorization.

ARTICLE 3 — COUNTY RESPONSIBILITIES

- Designate a County representative to coordinate the Agreement and authorized projects.
- Provide reasonably available County records, information, and access necessary for authorized services.
- Coordinate access to County facilities and personnel, subject to operational and security requirements.
- Review submissions and deliverables within a reasonable time.
- Coordinate County decisions and approvals through the appropriate County authority.
- Issue Purchase Orders and other financial authorizations required by County policy.

ARTICLE 4 — STANDARD OF CARE AND PROFESSIONAL RESPONSIBILITY

4.1 Firm shall perform professional services with the degree of care, skill, and diligence ordinarily exercised by professionals providing comparable services under similar circumstances in Texas.

4.2 Firm shall comply with applicable federal, state, and local laws, regulations, codes, ordinances, permit requirements, and professional licensing requirements.

4.3 Firm shall promptly notify County of material conditions, errors, omissions, conflicts, schedule risks, cost risks, or other matters that could materially affect an authorized project.

4.4 Firm shall be responsible for the professional services performed by its employees, agents, consultants, and subcontractors to the extent provided by applicable law and this Agreement.

ARTICLE 5 — COMPENSATION AND PAYMENT

5.1 Compensation shall be established by executed task authorization(s) and/or the compensation schedule attached as Exhibit B. No fee is earned for work not authorized by County.

5.2 The Parties shall select one or more compensation methods for each authorized task, such as lump sum, fixed fee, hourly rates with a not-to-exceed amount, or another method permitted by applicable law and approved by County.

5.3 The initial negotiated compensation schedule is: _____.

5.4 Firm shall submit invoices to County at P.O. Box 98, Lockhart, Texas 78644, unless otherwise directed. Each invoice shall include the applicable Purchase Order number, task/project identification, description of services performed, billing period, amount due, and sufficient supporting documentation.

5.5 Payment shall be made in accordance with the Texas Prompt Payment Act, Texas Government Code Chapter 2251, subject to applicable statutory conditions and bona fide disputes.

5.6 County is exempt from applicable sales and use taxes to the extent provided by Texas law. Firm shall not charge taxes from which County is legally exempt.

5.7 Travel, lodging, per diem, and other reimbursable expenses shall be included in the negotiated compensation unless specifically authorized otherwise. Reimbursement requires prior County authorization and documentation of actual, reasonable, and necessary expenses.

ARTICLE 6 — TERM

6.1 The Agreement begins on the Effective Date and continues through the Contract Term stated above, unless earlier terminated.

6.2 Any extension must be in a written amendment executed by authorized representatives of both Parties and remains subject to applicable County appropriation and contracting requirements.

6.3 No provision of this Agreement obligates County to authorize a minimum amount of work or to proceed with any contemplated capital project.

ARTICLE 7 — PROJECT CONTROLS, BUDGET, AND GMP

7.1 Firm shall maintain current project schedules and budgets for authorized projects.

7.2 A GMP shall be used only when expressly authorized. Unless otherwise stated in the applicable project documents, a GMP is a project control/budgeting mechanism and does not by itself constitute a construction contract or guarantee by Firm of the construction cost.

7.3 Firm shall promptly identify anticipated cost overruns, schedule delays, change-order risks, design issues, construction defects, and other material project risks.

7.4 Firm shall not approve a change that increases County's contractual obligation without authorization from the County official or body having authority to approve the change.

ARTICLE 8 — CONSTRUCTION MANAGEMENT

8.1 For authorized construction-phase services, Firm shall coordinate contractors and project participants and monitor compliance with approved plans, specifications, schedules, budgets, and contract requirements.

8.2 Firm shall review contractor pay applications for conformity with observed progress and applicable contract requirements and provide recommendations to County. County retains responsibility for final payment approval.

8.3 Firm shall maintain project records sufficient to document schedule, cost, change orders, pay applications, inspections, meeting minutes, decisions, and closeout.

8.4 Firm shall coordinate punch-list, substantial completion, final completion, commissioning, and closeout activities as authorized.

ARTICLE 9 — SUBCONTRACTORS AND CONSULTANTS

9.1 Firm shall identify proposed subcontractors, consultants, architects, engineers, general contractors, financial partners, and other entities as required by the RFQ or applicable task authorization.

9.2 Firm shall obtain County's prior written approval before substituting a key consultant or subcontractor identified in the accepted SOQ when such approval is required by the Agreement or task authorization.

9.3 Firm remains responsible for the performance of its subcontractors and consultants to the extent required by law and the applicable agreement.

9.4 No subcontracting arrangement shall relieve Firm of its obligations to County.

ARTICLE 10 — INSURANCE

10.1 Upon request and before commencing applicable services, Firm shall furnish certificates of insurance and, when requested, copies of policies. Coverage shall be maintained for the duration required by the Agreement and applicable task authorizations.

10.2 Required coverage may include Commercial General Liability, Business Automobile Liability, Workers' Compensation/Employer's Liability, and Professional Liability/Errors and Omissions insurance, as appropriate to the services.

10.3 Minimum limits and additional-insured requirements, if any, shall be stated in Exhibit C or an applicable task authorization and shall be reviewed by County's legal counsel/risk management before execution.

10.4 Failure to maintain required insurance may constitute a material breach.

ARTICLE 11 — INDEMNIFICATION AND LIABILITY

11.1 To the fullest extent permitted by Texas law, Firm shall indemnify, defend, and hold harmless County, its officers, agents, and employees from claims, losses, damages, causes of action, suits, expenses, court costs, and reasonable attorney's fees arising out of or connected with Firm's performance of the services, to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Firm or persons for whom Firm is legally responsible.

11.2 Nothing in this Agreement shall be construed to waive or limit any immunity, defense, limitation, or other protection available to County under Texas law.

11.3 Nothing in this Agreement requires Firm to indemnify a party for that party's own negligence or other conduct to the extent prohibited by applicable Texas law.

ARTICLE 12 — CONFIDENTIALITY AND PUBLIC INFORMATION

12.1 Firm shall protect County information identified as confidential and shall use such information only as necessary to perform the Agreement.

12.2 Firm acknowledges that County is subject to the Texas Public Information Act and other laws governing governmental records. Confidentiality provisions shall not be construed to require County to withhold information that must be disclosed by law.

12.3 If Firm receives a request or legal demand concerning County information, Firm shall promptly notify County to the extent permitted by law and cooperate with County's response.

ARTICLE 13 — RECORDS, AUDIT, AND OWNERSHIP OF DELIVERABLES

13.1 Firm shall maintain complete records supporting invoices, project costs, services, decisions, and deliverables for the period required by applicable law and County requirements.

13.2 County and its authorized representatives may inspect records relating to the Agreement upon reasonable notice, subject to applicable confidentiality and legal restrictions.

13.3 Final reports, schedules, studies, drawings, specifications, and other deliverables specifically created for County under an authorized task shall be delivered to County in the format(s) specified in the task authorization. Ownership and licensing of professional instruments of service shall be governed by applicable law and the project/task documents.

13.4 Firm may retain copies of project records for archival and legal purposes, subject to confidentiality and public-information requirements.

ARTICLE 14 — INDEPENDENT CONTRACTOR

Firm is an independent contractor and not an employee, partner, joint venturer, or agent of County. Firm is solely responsible for its personnel, payroll, taxes, benefits, and employment obligations. Firm's personnel are not entitled to County employee benefits.

ARTICLE 15 — CONFLICTS OF INTEREST AND ETHICS

15.1 Firm shall comply with applicable Texas conflict-of-interest, ethics, disclosure, and procurement laws and County policies applicable to the services.

15.2 Firm shall disclose any actual or potential conflict of interest promptly upon discovery.

15.3 Firm shall not offer or provide gratuities, gifts, or other things of value to County officers or employees for the purpose of securing or influencing the Agreement or any decision relating to it.

15.4 Firm shall complete and maintain any certifications or disclosures required by law, including, when applicable, Texas Ethics Commission Form 1295 and conflict-of-interest disclosures.

ARTICLE 16 — TEXAS GOVERNMENT CODE VERIFICATIONS

To the extent applicable to this Agreement, Firm represents and verifies compliance with the Texas Government Code provisions identified in the RFQ, including Sections 2252.152, 2252.153, 2271.002, 2274.002, and 2276.002, as amended. Firm shall provide required certifications in the form and manner required by law.

ARTICLE 17 — ASSIGNMENT

Firm shall not assign this Agreement or delegate its material obligations without County's prior written consent. Any permitted assignment shall not relieve Firm of obligations unless County expressly agrees in writing. The Agreement is not intended to create third-party beneficiary rights.

ARTICLE 18 — DEFAULT, CURE, AND TERMINATION

18.1 Events of Default. Firm shall be in default if it materially fails to perform, fails to meet material schedule or quality obligations, becomes insolvent, makes a material misrepresentation, or otherwise materially breaches the Agreement.

18.2 Cure. Except where immediate termination is permitted by law or the circumstances require otherwise, County shall provide written notice of material default and a reasonable opportunity to cure.

18.3 Termination for Cause. County may terminate for material default if Firm fails to cure within the stated period.

18.4 Termination for Convenience. County may terminate all or part of the Agreement or an authorized task for convenience upon written notice. County shall pay Firm for authorized services satisfactorily performed through the effective termination date and approved reimbursable expenses actually incurred, subject to applicable law and appropriations.

18.5 Non-Appropriation. The Agreement is a commitment of County's current revenues only. County may terminate or decline to continue the Agreement to the extent funds are not appropriated or otherwise legally available for continued performance.

18.6 Effect of Termination. Firm shall promptly deliver all completed and partially completed deliverables, project records, and other County property and shall cooperate in an orderly transition.

ARTICLE 19 — DELAYS AND FORCE MAJEURE

19.1 County may adjust schedules by written notice when in County's best interest. If an authorized delay demonstrably increases Firm's cost, the Parties may negotiate an equitable adjustment through a written amendment.

19.2 Neither Party shall be liable for delay caused by events beyond its reasonable control, including acts of God, fire, riots, civil commotion, labor disruptions, sabotage, or sovereign conduct, provided the affected Party provides prompt notice and takes reasonable steps to mitigate the effects.

ARTICLE 20 — DISPUTE RESOLUTION

20.1 The Parties shall first attempt in good faith to resolve disputes through written notice and direct discussions between authorized representatives.

20.2 The disputing Party shall provide written notice describing the dispute and the relief sought. The Parties shall meet or confer within ten (10) business days after receipt of the notice.

20.3 If the dispute is not resolved within sixty (60) days after notice, the Parties may, by written agreement, submit the matter to non-binding mediation.

20.4 Nothing herein waives either Party's rights or remedies available under Texas law, including County's governmental immunity and statutory defenses.

ARTICLE 21 — NOTICES

21.1 Notices to County shall be in writing and delivered to:

Caldwell County, Texas
110 S. Main Street
Lockhart, Texas 78644
Attn: Dominique Esquivel

21.2 Notices to Firm shall be delivered to the address stated below or to another address designated by Firm in writing:

Firm: _____
Address: _____
City/State/ZIP: _____
Attn: _____

21.3 Notices shall be deemed delivered upon receipt when delivered by hand or commercially accepted delivery service, or as otherwise provided by applicable law.

ARTICLE 22 — COMPLIANCE WITH LAWS; PERMITS

Firm shall obtain and maintain licenses, permits, registrations, and professional credentials required for its services. Firm shall comply with applicable federal, state, and local laws and regulations, including requirements applicable to public works, professional services, construction management, and County facilities.

ARTICLE 23 — NONDISCRIMINATION AND EQUAL OPPORTUNITY

Firm shall comply with applicable equal-employment and nondiscrimination requirements and shall provide qualified subcontractors and vendors equal opportunity consistent with applicable law and County requirements.

ARTICLE 24 — PUBLICITY

Firm shall not advertise or publicize the County's engagement of Firm, use County's name or logo, or issue public statements concerning the Agreement without County's prior written consent, except as required by law.

ARTICLE 25 — LIENS

Firm shall defend and indemnify County against liens or encumbrances arising from Firm's services or amounts owed by Firm to its subcontractors or suppliers, to the extent provided by applicable law. Upon request, Firm shall provide appropriate lien releases or satisfactory evidence of freedom from liens.

ARTICLE 26 — NO WAIVER; SEVERABILITY; SURVIVAL

26.1 Failure to enforce any provision shall not constitute a waiver of future enforcement.

26.2 If any provision is held invalid or unenforceable, the remaining provisions shall remain in effect to the fullest extent permitted by law.

26.3 Provisions that by their nature should survive termination, including confidentiality, indemnity, records, payment obligations, and dispute-related provisions, shall survive termination or expiration.

ARTICLE 27 — GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue for actions arising from or related to this Agreement shall be in the appropriate court in Caldwell County, Texas, subject to applicable jurisdictional requirements and County's governmental immunity.

ARTICLE 28 — ENTIRE AGREEMENT; AMENDMENTS

This Agreement and its incorporated documents constitute the complete agreement of the Parties concerning the subject matter. No amendment, change in scope, compensation, term, or material obligation shall be effective unless documented in writing and executed by authorized representatives of the Parties, except for administrative actions expressly authorized by the Agreement.

ARTICLE 29 — AUTHORITY

Each person signing this Agreement represents that he or she is authorized to bind the Party on whose behalf the person signs. The County's obligations are subject to the authority granted to County officials under applicable law and to lawful appropriation of funds.

ARTICLE 30 — SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates shown below.

CALDWELL COUNTY, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

FIRM

By: _____

Name: _____

Title: _____

Date: _____

DRAFT

EXHIBIT A — SCOPE OF SERVICES

The services in this Exhibit are derived from the Scope of Work in RFQ26CCP01Q. The applicable task authorization shall identify which services are authorized for each project.

Needs Assessment

- Facility condition, capacity, and support-area assessment.
- Operations, staffing, and program review.
- Population and future-trend analysis.
- Compliance evaluation and corrective recommendations.
- Expansion/renovation strategies and conceptual options.
- Preliminary cost estimates.
- Stakeholder engagement.
- Comprehensive final report.

Site, Design, and Development Planning

- Site visits and planning meetings.
- Site assessment, surveys, geotechnical, environmental, water, title, and related analyses as authorized.
- Preliminary plans/specifications.
- Financing strategy coordination with County, financial advisor, and bond counsel.
- Governmental approvals and permitting coordination.
- Detailed development schedule.
- GMP development budget.

Construction Phase Services

- Construction management and contractor/subcontractor/vendor coordination.
- Construction contract administration and enforcement/monitoring.
- Progress meetings.
- Contractor performance monitoring.
- Master project schedule.
- Facility sequencing.
- GMP and construction budget management.
- Pay application and invoice review.
- Commissioning coordination.
- Written progress reporting.
- Stakeholder communication.
- Operational disruption mitigation.
- Substantial completion and punch-list management.
- Closeout documentation.
- Warranty-period support.

EXHIBIT B — COMPENSATION SCHEDULE / TASK AUTHORIZATION FORM

The Parties shall complete this Exhibit before services are authorized.

Project / Task	Compensation Method	Fee / Rate	Not-to-Exceed
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Authorized Reimbursables: _____

Payment Schedule/Milestones: _____

Purchase Order No.: _____

County Project Manager: _____

Firm Project Manager: _____

EXHIBIT C — INSURANCE REQUIREMENTS

Final insurance requirements should be completed by County's risk management/County Attorney before execution based on the services and project-specific risk. At minimum, the RFQ identifies Commercial General Liability, Business Automobile Liability, Workers' Compensation, and Professional Liability as potential required coverages.

Coverage	Minimum Limit	Additional Insured	Notes
Commercial General Liability	\$1 million per occurrence	TBD	Per County requirements
Business Automobile Liability	\$1 million CSL	TBD	Per County requirements
Workers' Compensation / Employer's Liability	\$1 million	TBD	Per County requirements
Professional Liability / E&O	\$1 million per claim	TBD	Per County requirements

EXHIBIT D — PROJECTS / FACILITIES

Potential projects identified in the RFQ include:

- Administrative Complex
- New Jail / Jail Expansion
- Rodeo Arena / Show Barn
- Animal Shelter
- Any new or additional County infrastructure plans.

Nothing in this Exhibit obligates County to proceed with any listed project.

DRAFT