

**SEALED PROPOSAL:  
RFQ 2023-1  
Architectural Services to Remodel Appraisal District**

**SEALED RFQ SHALL BE RECEIVED NO LATER THAN:**

**DATE: June 1, 2023**

**TIME: 2:00 P.M.**

**PLACE: McLennan County Appraisal District  
315 South 26<sup>th</sup> Street  
Waco, Texas 76710**

**Proposals should be marked with the company name, address, and  
“RFQ 2023-1 – Architectural Services to Remodel Appraisal District  
Attn: Jim Halbert”**

**Proposals will be opened shortly after 2:00 p.m. on June 1, 2023, in  
the McLennan County Appraisal District Conference Room at the  
address listed above.**

**RFQ 2023-1**  
**Architectural Services to Remodel Appraisal District**

I. Instructions - McLennan County Appraisal District (CAD) plans to remodel to allow for a larger public lobby and to consolidate the conference room and Appraisal Review Board rooms into multipurpose room with dividers. Accordingly, the CAD is seeking to contract with a qualified Architectural Firm to interview interested parties, prepare all preliminary and final design plans and specifications, and conduct all necessary interim and final inspections. The nature of this project may require Structural Engineering and I-T expertise to be provided by the selected firm.

The proposals will be evaluated and ranked according to the following criteria:

<u>Criteria</u>	<u>Maximum Points</u>
Experience	60
Work Performance	25
Capacity to Perform	<u>15</u>
Total	100

Instructions. Please submit one (1) original response and two (2) copies of your response for this RFQ. Your statement of qualifications for the proposed services must be submitted in a sealed envelope, clearly marked with your Company Name, Company Address, and “RFQ 2023-1 **Architectural Services to Remodel Appraisal District**”, to the address below:

Jim Halbert  
Deputy Chief Appraiser  
315 South 26th Street  
Waco, Texas 76710

254-755-6991  
[Jhalbert@mcleannacad.org](mailto:Jhalbert@mcleannacad.org)

Sealed Proposals shall be received by the CAD no later than 2:00 pm on Thursday, June 1, 2023. Proposals will be opened shortly after 2:00 p.m. on June 1, 2023, in the McLennan County Appraisal District Conference Room at the address listed above. The CAD reserves the right to negotiate with any and all individuals or firms that submit proposals, as per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards.

The CAD reserves the right to reject all Proposals, and to waive any technicalities for the best interest of the CAD.

Proposals may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by the Respondent to guarantee authenticity. After the official opening, proposals may not be amended, altered, or withdrawn without the recommendation of the Chief Appraiser or Deputy Chief Appraiser. All proposals become the property of McLennan County Appraisal District and will not be returned to the Respondent.

Proposals shall include this RFQ and all additional documents submitted. Proposal shall be placed in a sealed envelope, manually signed in ink by a person having the authority to bind

the firm in a contract, and marked clearly on the outside. Facsimile transmittals shall not be accepted.

Late Proposals received after submission deadline will remain unopened and will be considered void and unacceptable. The CAD is not responsible for lateness of mail, carrier, etc., and time/date stamp clock in Appraisal District Conference Room shall be the official time of receipt.

PROPOSALS WILL BE received and publicly acknowledged at the location, date, and time stated above. Vendors, their representatives, and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing vendors and kept secret during the negotiation/evaluation process.

However, all proposals shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposal so identified by vendor as such.

II. Scope - McLennan County Appraisal District is seeking to enter into an architectural services contract with an architectural firm licensed to practice architecture in the State of Texas. The following outlines this request for qualifications.

A. Scope of Work #1 – The Architectural Firm will interview interested parties to determine the best design to meet the interested party's needs.

Scope of Work #2 – The Architect will encompass all project-related architectural/structural engineering services to McLennan County Appraisal District, including but not limited to the following:

- Preliminary Structural Engineer Report
- Preliminary and final design plans and specifications;
- Preparation of the bid packet;
- Conduct all field testing and inspections (interim and final); and
- Other special services.

Please specify actual tasks to be performed under each of these categories.

B. Statement of Qualifications – McLennan County Appraisal District is seeking to contract with a competent architectural firm or architect, licensed to practice in the State of Texas, that has experience in the following areas:

- Local Government construction projects;
- Have structural Engineering as part of Firm or close relationship with an outside firm
- Licensed and in good standing as a professional engineer per the Texas Engineering Practice Act
- Licensed and in good standing as a professional Architect in the State of Texas
- Projects located in this general region of the state.

As such, please provide within your proposal a list of past local government clients, as well as resumes of all Architects that will or may be assigned to this project if you receive the Architectural

services contract award. Include project contacts, project size, and whether the project came within the estimated budget.

Also, please provide a copy of your current certificate of insurance for professional liability.

If you have any questions regarding this RFQ please contact Jim Halbert. Contact information is listed on prior page.

III. Evaluation Criteria - The proposals received will be evaluated and ranked according to the following criteria:

<u>Criteria</u>	<u>Maximum Points</u>
Experience	60
Work Performance	25
Capacity to Perform	15
<b>Total</b>	<b>100</b>

The evaluation factors are broken down further and can be reviewed in the Engineer/Architect/Surveyor Rating Sheet (see Exhibit E) included in this Request for Qualifications. Please review the information we are looking for in the scoring grid provided. We are looking for experience in like projects, with attention to project schedules and budgetary constraints. We would like pictures of past projects handled by your firm.

IV. For this RFQ, Respondent's qualifications will be evaluated and the most qualified Respondent will be selected, subject to negotiation of fair and reasonable compensation. For costs of architectural/engineering (A/E) professional services, negotiations must occur after the initial selection of the engineer or architect as price cannot be used as a selection factor. (See 2 CFR 200.320(d)(5) and Texas Government Code § 2254.004)

V. Deadline for Submission - The proposals received will be received no later than 2:00 pm on Thursday, June 1, 2023, at the following address:

Jim Halbert  
Deputy Chief Appraiser  
315 South 26th Street  
Waco, Texas 76710  
[Jhalbert@mclennanacad.org](mailto:Jhalbert@mclennanacad.org)

VI. Vendor Responsibility - It is the responsibility of each service provider before submitting a proposal:

- A. To examine thoroughly the documents and other related data identified in the proposal documents.
- B. To consider federal, state, and local laws and regulations that may affect costs, progress, performance, or furnishing of the work.
- C. To study and carefully correlate vendor's knowledge and observations with the documents and such other related data.
- D. To promptly notify the Deputy Chief Appraiser of all conflicts, errors, ambiguities, or discrepancies which vendor has discovered in or between the contract documents and such other related documents.

- E. All insurance requirements, including Worker’s Compensation, as outlined in Texas State Statutes must be met by the successful Offeror prior to any delivery and must remain in effect during the life of this contract. Failure to provide the required certificates upon submission of the proposal could result in the offer being declared non-responsive.

## VII. GENERAL CONTRACT TERMS AND CONDITIONS

### A. CONTRACT

A contract when properly executed, this proposal, submitted documents, and any negotiations, when properly accepted by the CAD, shall constitute a contract equally binding between the successful proposer and the CAD. No different or additional terms will become a part of this contract with the exception of a Change Order.

### B. CONFLICT OF INTEREST

Chapter 176 of the Local Government Code creates a new filing requirement for persons who contract or are seeking to do business with local government entities to make financial and business disclosures.

A vendor or other person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local government entity, or is an agent of a vendor or person who is seeking to contract with the CAD must file a Conflict Disclosure Questionnaire <https://www.ethics.state.tx.us/forms/CIQ.pdf> within 7 business days of:

- Beginning contract discussions or negotiations,
- Or submitting an application, response to a request for proposal or bid,
- Or other communication related to a potential contract.
- Failure to file a questionnaire is a class C misdemeanor.

Note: As part of this bid or proposal packet, please mark “Not Applicable” on any questions that do not apply to your affiliation or business relationship with a CAD officer and return with the response package.

### **Please submit the Conflict of Interest Questionnaire with your proposal.**

If you do not have access to the links provided above please contact Jim Halbert at 254-755-6991 or [jhalbert@mclellacad.org](mailto:jhalbert@mclellacad.org) and we will send by mail or email the list of Appraisal District Officers that must be considered in the Conflict Disclosure and the Conflict Disclosure Questionnaire.

C. SUSPENSION AND DEBARMENT

The "Vendor" certifies, to the best of its knowledge and belief, that the "Vendor" and/or any of its Principals:

- (a) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (b) Are not listed on the Excluded Parties List System (EPLS) maintained by the General Service Administration (GSA). Note: McLennan County Appraisal District will check the Excluded Parties List before award of any contract.
- (c) Have not, within a 3-year period preceding this offer, 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) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;
- (d) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated above.
- (e) The Vendor has not, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

\_\_\_\_\_  
Printed Name / Title

\_\_\_\_\_  
Signature

STATE OF TEXAS DEBARRED VENDOR LIST

The Offeror certifies that they are not in the list of vendors debarred from doing business with the State of Texas.

\_\_\_\_\_  
Printed Name / Title

\_\_\_\_\_  
Signature

#### D. CERTIFICATE OF INTERESTED PARTIES

House Bill 1295 creates a new filing requirement for persons who contract with local government entities. This may be found in Chapter 2252 of the Government Code

The CAD may not enter into a contract with a business entity unless the business entity submits a disclosure of interested parties to the CAD at the time the business entity submits the signed contract to the CAD. This applies to a contract of the CAD that requires an action or vote by the governing body of the CAD before the contract may be signed. The McLennan County Appraisal District Board of Directors must approve every contract submitted to the CAD.

The disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission <https://www.ethics.state.tx.us/forms/1295.pdf>.

**Note: The disclosure of interested parties form does not have to be filled out and submitted with the bid or proposal. It will need to be completed after a contract has been tendered and the contract will not be considered complete until this form has been completed.**

E. CERTIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2270.001

By signing below, Company hereby certifies the following:

1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

**PRINT COMPANY NAME:** \_\_\_\_\_

**SIGNED BY:** \_\_\_\_\_

**Print Name & Title:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

The following definitions apply to this state statute:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

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

**State law requires certification from a Company for contracts (which includes contracts formed through purchase orders) involving goods or services regardless of the amount.**

F. CERTIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2252.151

By signing below, Company hereby certifies the following:

1. Company does not do business with Iran, Sudan, or a foreign terrorist organization; and
2. Company will not do business with Iran, Sudan, or a foreign terrorist organization during the term of the contract.

**PRINT COMPANY NAME:** \_\_\_\_\_

**SIGNED BY:** \_\_\_\_\_

**Print Name & Title:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

The following definitions apply to this state statute:

- (1) "Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.; and
- (2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

**State law requires certification from a Company for contracts (which includes contracts formed through purchase orders) involving goods or services regardless of the amount.**

G. CONFIDENTIALITY

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

H. OWNERSHIP OF INFORMATION

All information (documents, drawings, plats, and other work products of the vendor) produced under this agreement with the qualified Architectural Firm shall be owned by the CAD.

I. ADDENDA

Any interpretations, corrections, or changes to this RFQ will be made by addenda. Sole issuing authority of addenda shall be vested in Deputy Chief Appraiser. Addenda will be e-mailed, as well as placed on the CAD website, to all who are known to have received a copy of this Request for Proposal. Please check the CAD website periodically for any updates/addenda to our bids/proposals  
<https://mclennan cad.org/general-info-and-public-notice s/>

J. CHANGE ORDERS

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

This proposal represents to the best of our ability, the services that the CAD will need over the term of the contract, but with our best efforts, we realize that additional services may be omitted. If additional services fit the scope of the original proposal come up during the contract period or any extension thereof, the CAD will request a quote from the contract holder and include this change as part of the contract.

K. ASSIGNMENT

The successful vendor shall not sell, assign, transfer, or convey any contract resulting from this RFQ, in whole or in part, without the prior written consent of the CAD Board of Directors.

L. VENUE

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

M. SUBMITTAL OF CONFIDENTIAL MATERIAL

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

N. SUCCESSFUL VENDOR SHALL

Successful vendor shall defend, indemnify and save harmless the CAD and all its officers, 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 received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful vendors shall pay any judgment with cost which may be obtained against the CAD growing out of such injury or damages.

O. PROPOSALS/VENDORS MUST COMPLY WITH:

All federal, state, county, and local laws governing or covering this type of service.

**P. TERMINATION OF CONTRACT**

This contract shall remain in effect until contract expires, completion and acceptance of services, or default. The CAD reserves the right to terminate the contract immediately in the event the successful vendor fails to:

1. Meet delivery or completion schedules, or
2. Otherwise perform in accordance with the accepted proposal.

Breach of contract or default authorizes the CAD to award to another vendor, purchase elsewhere and charge the full increase cost to the defaulting vendor.

Either party may terminate this contract with a thirty (30) day written notice prior to the either party stating cancellation. The successful vendor must state therein the reasons for such cancellation. Prior written notice must be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid, and properly addressed to the other party at the address on the affidavit for the contractor or to the CAD Deputy Chief Appraiser, 315 South 26th Street, Waco, Texas 76710.

**Q. PERFORMANCE OF CONTRACT**

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

**R. INVOICES**

Invoices shall be mailed directly to:

McLennan County Appraisal District  
ATTN: Lisa Gonzalez  
315 South 26th Street  
Waco, Texas 76710

The invoices shall show:

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

Invoices shall be based upon actual services rendered and actual hours of performance and/or products delivered.

**S. PAYMENT**

Payment will be made upon receipt and acceptance by the CAD of all completed services and/or products ordered and receipt of a valid invoice, in accordance with the Texas Government Code, Chapter 2251.

**T. INSURANCE**

Before commencing work, the successful vendor shall be required, at his own expense, to furnish the CAD within ten (10) days of notification of award with evidence showing errors and omissions insurance providing a prudent amount of coverage for the willful or negligent acts or omissions of any officers, employees or agents of the proposer.

## STATEMENT OF COMPLIANCE

With respect to the CAD, the following statement must be signed and submitted as part of your proposal response:

We hereby acknowledge receipt of the Request for Qualifications (RFQ) to provide the following services to the CAD:

### **Architectural Services to Remodel Appraisal District**

Respondents to this RFQ must comply with the proposal requirements. Failure to do so may result in disqualification from the proposal process. A complete copy of this signed proposal must accompany your proposal response.

In submitting a response to this RFQ we demonstrate our full understanding of the requirements of prospective respondents and offer the services of our firm as capable of meeting the specified needs of the CAD.

Submittals must include the following:

- Information that might be used for evaluations
- Conflict of Interest
- The Suspension and Debarment for Federal and Texas
- The Form that you are not boycotting Israel
- The Form that you are not doing business with Iran, Sudan, or other foreign terrorist organization

We hereby certify that our proposal conforms to the RFQ except as specifically detailed below:

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**The undersigned affirms that they are duly authorized to execute this proposal on behalf of their company and, that this proposal has not been communicated to any other vendor prior to the official opening of this RFQ.**

**All unsigned proposals will be disqualified**

**Signature** \_\_\_\_\_

**Printed Name and Title** \_\_\_\_\_

**Firm** \_\_\_\_\_

**Telephone** \_\_\_\_\_

**Email** \_\_\_\_\_