



**DALLAS COUNTY
PURCHASING DEPARTMENT**

Records Building, 500 Elm Street, Suite 5500
Dallas, Texas 75202

**Michael Frosch
Purchasing Director**

September 10, 2025

**ADDENDUM #3
RFQ 2025-056-7081 ROAD & BRIDGE #3 - DESIGN BUILD SOLICITATION**

Whereas,

By the way of this addendum, Dallas County Purchasing will incorporate a revised solicitation document dated September 10, 2025. The revision can be found in paragraph 3.3 as seen below:

- Contractors are required to submit Resumes with **3 letters of reference** for each of the four Key Personnel (shown below). Resumes should address educational background, work experience, and professional affiliations.

The Project Manager
The Pre-Construction Services Lead
The Site Superintendent
The Design Services Lead

Except as provided herein/above, all other specification requirements of the original solicitation referenced shall remain unchanged in full force and effect. This addendum should be signed and returned with your Solicitation package on or before 9/18/2025, @ 2 PM (CST).

Solicitation Number No.: 2025-056-7081 Pre-Qualification Meeting Date: August 21, 2025
Project Title: Design-Build Construction Project for the Road & Bridge (R&B) District 3 Site
Qualification Due Date: September 18, 2025



**TWO-STEP
REQUEST FOR QUALIFICATION/REQUEST FOR PROPOSAL
Design-Build Construction Project
for the Road & Bridge (R&B) District 3 Site**

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I. Introduction, Purpose and Intent

The County Commissioners of Dallas County (“County”) is requesting Qualifications for Design-Build firms interested in providing Design and Construction services for redevelopment of the Road & Bridge (R&B) District 3 site to house County functions, pursuant to the applicable provisions of Government Code, Chapter 2269. Subchapter G.

The scope of this project is the redevelopment of a 31-acre site located at 1506 E. Langdon Rd., Hutchins, TX to accommodate new R&B facilities. The primary function of this property will be to provide R&B administrative spaces, a paint shop, a facility for mosquito testing, and a facility for animal control. Currently, there are five existing buildings at the site of approximately 38,000 total square feet (SFT). The currently existing five buildings will remain active and must be torn down only when the new facility is complete and ready for occupancy. The layout of these new buildings is key to the function and operations of the Service Center, and how the adjacent property can be utilized to support the new layout and facilities, and service District 3 better. The square footage of the new buildings are an estimated 150,000 SFT, of which an estimated 60,000 SFT will be gross conditioned space and the remaining square footage is going to be for covered fleet parking to house dump trucks, heavy construction equipment, and commercial vehicles.

The new buildings will be located on a previously developed site, which is on the same campus site of the current buildings on Langdon Road in the City of Hutchins, Texas. It is imperative to note that the development activities with this new construction, cannot impact the daily operations of the County buildings that exist on site. Close coordination between the county and the contractor will be essential to prevent any conflicts with the County operations and the re-development activities.

The Design-Build Firm will be contracted with Dallas County in delivering the project design and construction including all professional services, supervision, labor, materials, tools, equipment and perform all operations required to construct and deliver a finished site with building that meets the requirements listed in the Bridging Documents, prepared by the Owners Design Consultant. The Bridging Documents are provided in a separate document as Exhibit A.

II. Contract Award Process

- 2.1.1 An award to one Respondent for the project for the services specified herein will be made following a two-step procedure as described in more detail in this request for qualifications/request for proposal (RFQ/RFP). The award will be made based on the overall best value to the County (as outlined in this solicitation).
- 2.1.2 In Step-One, the County will evaluate the respondents’ submitted qualifications on the basis of established selection criteria as a process to rank each submittal. The highest ranked respondent will advance to step two of the RFQ/RFP process.
- 2.1.3. In Step-Two, the highest ranked respondent will be asked to submit additional information for the project, as described in the following sections. Further information will be provided regarding the information required for Step-two but generally includes: submission of a written project plan, fees and estimated general conditions costs, and participation in interviews with the evaluation committee. The County will evaluate the Respondent and begin clarifications during this stage. Information about Step-Two is included for reference only. Do not submit step two materials with your proposal.
- 2.1.5. The County will begin negotiations with the highest ranked respondent for the project. If the County and highest ranked respondent cannot reach an agreement, negotiations will be terminated, and the County will begin negotiations with the next highest ranked respondent. Upon the conclusion of successful negotiations, staff will recommend an award of the project to Commissioners Court.

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- 2.1.5. The RFQ/RFP Coordinator shall manage the proposal evaluation process and maintain proposal evaluation records. An Evaluation Committee will independently evaluate each proposal, and selection will be made according to the highest score based on the evaluation criteria outlined in the solicitation.
- 2.1.6. All responses shall be reviewed by the RFQ/RFP Coordinator to determine compliance with basic requirements as specified in this RFQ/RFP.
- 2.1.7. Submission of qualifications indicates respondent's acceptance of the evaluation techniques and the recognition that judgments must be made by the County during the evaluation process.
- 2.1.8. Dallas County reserves the right, at its sole discretion, to request clarification or conduct discussions for the purpose of clarification with any or all respondents. The purpose of any such discussions shall be to ensure full understanding of the proposal. If clarifications are made as result of such discussion, the respondent shall put such clarifications in writing. All communication (written or oral) with the Evaluation Committee will be coordinated by the Purchasing Department. Respondents are prohibited from contacting the Evaluation Committee members directly.
- 2.1.9. Contract award shall be subject to the contract approval of all appropriate officials in accordance with applicable State laws and regulations.

III. Evaluation Criteria (Step One)

3.1. Selection Process

- 3.1.1. The Evaluation Committee will evaluate specific criteria for all responsive qualifications (including the Qualification Statement, the Risk Assessment Plan, and the Value Assessment Plan).

3.1.2. Evaluation Criteria for Step One

Qualifications submitted in response to this RFQ/RFP will be evaluated by an evaluation committee based on the following criteria and weighted points:

| Criteria | Points |
|--|---------------|
| Qualification Statement (no more than 30 pages total) | 15 |
| Risk Assessment Plan | 15 |
| Value Assessment Plan | 15 |
| Past Performance/Experience Information (Design-Build Firm) | 15 |
| Past Performance/Experience Information (Project Manager) | 10 |
| Past Performance/Experience Information (Pre-Construction Services Lead) | 10 |
| Past Performance/Experience Information (Site Superintendent) | 10 |
| Past Performance/Experience Information (Design Services Lead) | 10 |
| Past Performance/Experience Information (SBE) | 0 |

Total **100**

3.2. Proposal Requirements & Format (Step One)

- 3.2.1. Each Respondent shall submit one (1) submittal package. Any submittal package that does not adhere to the requirements in this RFQ/RFP (including page limits) may be deemed non-responsive and rejected.

Attachment 1A – Submittal Form

Attachment 2B - Certification Regarding Lobbying

Attachment 1C – Qualifications Statement

Attachment 1D – Risk Assessment Plan

Attachment 1E – Value Assessment Plan

3.2.4. Attachment Templates

This RFQ/RFP contains Attachments, which must be used by the Respondent to submit their qualifications. Respondent shall not re-create these attachments, create their own attachments, or edit the format of the attachments (page sizing, font type, font size, color, etc.) An electronic copy of the complete package and

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each attachment is posted online <https://www.bidnetdirect.com/>. The Respondent must download, complete, and submit each attachment with their submittal.

3.2.5. Responsive and Responsible

3.2.5.1. The County will only consider and evaluate qualifications from responsive and responsible Respondent.

3.2.5.2. To be considered responsive, at a minimum, the Respondent must complete and submit all of the required information that is requested in this RFQ/RFP and its attachments.

3.2.5.3. To be considered responsible, at a minimum, Respondent must be presently engaged in providing the services similar to those required in this RFQ/RFP, must have appropriate licenses, and must be capable of performing the services required outlined in this RFQ/RFP. The County, in its sole discretion, may reject any proposal in which the Respondent:

- Has unsatisfactorily performed work for the County in the past.
- Has a current contract with the County which is not in good standing.
- Has had a contract terminated by the County for non-performance.
- Is engaged in unresolved disputes or is in litigation with the County.
- Has been or is presently debarred, suspended, proposed for debarment, or declared ineligible for award of a contract by any public entity.
- Had judgments rendered against them for fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or tax evasion.

3.2.6. The County reserves the right to contact any respondent to clarify any information in its submittal, to request additional information from the Respondent, or to conduct additional investigation about the Respondent not outlined in this RFQ/RFP. -

3.3. Submittal Form (Attachment 1A)

The Respondent must complete all information requested in this Attachment. This document requests information on the following items:

- Contact information of the Respondent, including a valid email address
- Acknowledgement of all addenda
- Signature of the person authorized to contractually obligate the Respondent/Organization.
- Completion of all certification statements
- Identification of the critical project team (shown below). These individuals shall be used by Respondent for the duration of the Contract resulting from this RFQ/RFP. These individuals cannot be removed or replaced, unless requested or approved to do so by the County. All staff of the successful Respondent will have to submit and pass a Dallas County Sheriff's Department criminal background check.
- Contractors are required to submit Resumes with 3 letters of reference for each of the four Key Personnel (shown below). Resumes should address educational background, work experience, and professional affiliations.
- **The Project Manager:** This individual shall be the daily single-point-of-contact for the County for the entire duration of the project. This person will be the County's point of contact to resolve any issues, clarify cost, clarify schedule, and answer any questions. This individual will be the project lead for the execution of this project for the entire duration of the project.
- **The Pre-Construction Services Lead:** this individual shall be the daily single-point-of-contact for the County for the entire duration of pre-construction services (time of contract award, until the time that the construction shall begin). This person will be the County's point of contact to resolve any issues, clarify costs, clarify schedule, and answer any questions. This individual cannot be removed or replaced during the pre-construction services (or at any point prior to beginning construction).
- **The Site Superintendent:** this individual shall be the primary person that will manage the site on a daily basis. This individual will be on the jobsite every day for the entire duration of the project.

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- **The Design Services Lead:** This individual shall be the primary person responsible to oversee and guide the team of designers leading and managing, providing design coordination for all disciplines through the construction phase. The Design Services Lead facilitates communication and coordination between the design team, contractors, and other stakeholders, minimizing potential conflicts and delays to provide cost effective design solutions while ensuring quality per Dallas County standards.
- Provide information regarding the Respondents Experience Modification Rating [EMR] for the past 3 years.

3.4. Evidence of insurability and Bonding Capacity

Disclosure of Litigation: List all performance related legal claims, litigation, demands, contracts terminated due to non-performance, lawsuits filed, threatened, pending and settlements involved over the last five (5) years and identify adverse actions sanctioned by any regulatory authorities over the last five (5) years.

3.5. Qualification Statement (Attachment 1C)

This information will be evaluated to confirm the experience of the Construction Manager with similar projects. The Respondent is responsible for selecting its team and for the performance of the team. The following will be evaluated:

3.5.1. Construction Manager Experience

Briefly discuss 3 projects completed in the last 7 years that best represent your firm's ability to successfully manage this project to completion, on time and in budget. As a minimum, for each project, provide a brief description, current client reference information on the including names and contact information), date services performed, specific services your firm performed, size of the project, original scheduled completion date and actual completion date, the original guaranteed maximum price (GMP) and the final cost of construction. All 3 projects must be Design Build construction projects. If your firm has several branch offices, highlight the projects on the list managed by the office that will manage the Dallas County project and any members of your proposed team which were involved in any of the 3 projects. Dallas County prefers to see projects of similar size and scope of Dallas County.

3.5.2. Project Approach

Describe, in detail, what methods and procedures your firm will use to perform the tasks listed below. The description should elaborate how you will function as a part of the Dallas County Project Team and include Dallas County in the Design Build process.

1. Cost and Quality Control during the Design and Construction Phases.
2. Scope Optimization and Value Engineering
3. Constructability
4. Schedule Management during the Design and Construction Phases.
5. GMP Development (Scope Definitions, Qualification submittals, Qualification Openings, Scoping Sessions, Qualification Evaluations & Sub Selection)
6. Change Management
7. Other Tasks Unique to Your Firm

3.5.3. Additional Information

1. Describe 3 past projects which involved major demolition site work. If not performed by your firm, name the site work subcontractor and your involvement in the work.
2. Provide the firm's experience with formal commissioning programs.
3. Provide a record, including dates, of claims and/or litigation involving owners, subcontractors, and/or design professionals during the last 7 years.

3.6. Risk Assessment Plan (Attachment 1D):

The Respondent must complete all information requested in this Attachment. The Risk Assessment Plan should address risks that may impact the successful delivery of this project, considering all expectations as described in this RFQ/RFP. The Respondent should list and prioritize major risk items that are unique and

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applicable to this project. This includes areas that may cause the project to not be completed on time, not finished within budget, generate any change orders, or may be a source of dissatisfaction for the County. The Respondent should rely on and use their past experience and knowledge of completing similar projects to identify these potential risks.

Each risk should be described in non-technical terms and should contain enough information to describe to a reader why the risk is a valid risk. The Respondent must also explain how it will avoid or minimize the risks from occurring. If the Respondent has a unique method to minimize the risk, the Respondent should explain it in non-technical terms. The Risk Assessment Plan gives the opportunity for the Respondent to differentiate its capabilities based on its ability to visualize, understand, and minimize risk to the County and the risk to a successful outcome of the project. The Risk Assessment Plan is broken down into two subparts: Assessment of Controllable Risks and Assessment of Non-Controllable Risks.

- 3.6. Assessment of Controllable Risks: This includes risks, activities, or tasks that are controllable by the Respondent, or by entities/individuals that are contracted to by the Respondent. This includes things that are part of the technical scope of what the Respondent is being hired to do. This may also include risks that have already been minimized before the project begins due to the Respondent's expertise (i.e. risks that are no longer risks due to the Respondent's expertise in delivering this type of project).
- Assessment of Non-Controllable Risks: This includes risks, activities, or tasks that are not controllable by the Respondent. This may include risks that are controlled by County, County personnel, risks that are caused by other agencies, or completely uncontrollable risks. These can also be areas/risks that can contribute to contingency. Although these risks may not be controlled by the Respondent, the Respondent should identify a strategy that can be followed or used to mitigate these risks. All non-controllable risks and strategies to mitigate them must not be included in the Respondent's base proposal cost or schedule.

The Risk Assessment Plan must not identify the Respondent's Cost or Fee for this project.

A Risk Assessment Plan template is provided in this document and must be used by all the respondents. respondents are NOT allowed to re-create, re-format, or modify the template (cannot alter font size, font type, font color; add colors, pictures, diagrams, etc.) The Risk Assessment Plan should be brief and concise. The Risk Assessment Plan must NOT exceed 4 pages (front side of page only) (2 pages for the Assessment of Controllable Risks, 2 pages for the Assessment of Non-Controllable Risks). Any plan that contains names or fails to meet all of the formatting requirements mentioned above, may be marked as nonresponsive and eliminated from the evaluation process. At the County's option, the Risk Assessment Plan may become part of the final contract (if Respondent is selected for award).

The criteria on which the Risk Assessment Plan will be evaluated is the capability of the respondent to visualize, understand, and minimize risk to the County and the risk to a successful outcome of the County's Road and Bridges (R&B) Service Center for District 3.

3.7. Value Assessment Plan (Attachment 1E):

The Respondent must complete all information requested in this Attachment. The purpose of the Value Assessment Plan is to provide Respondents with an opportunity to identify any value-added options or ideas that may benefit the County, the project, or the service. If the Respondent can include more scope or service within the constraints of the County, the Respondent should provide an outline of potential value-added options. This may include ideas or suggestions on alternatives in implementation timelines, project scope, project cost, goals, deliverables, methodologies, etc.

The Value Assessment Plan must **not** identify the respondent's cost or fee for this project.

A Value Assessment Plan template is provided in this document and must be used by all the Respondents. Respondents are NOT allowed to re-create, re-format, or modify the template (cannot alter font size, font type, font color; add colors, pictures, diagrams, etc.) The Value Assessment Plan should be brief and concise. The Value Assessment Plan must NOT exceed 1 page (front side of page only). Any plan that contains names or fails to meet all of the formatting requirements mentioned above, may be marked as nonresponsive and eliminated from the evaluation process. The criteria on which the Value Assessment Plan will be evaluated is the capability of the Respondent to identify any value-added options or ideas that

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may benefit the County and the Dallas County Road and Bridges (R&B) Service Center project for District 3.

3.8. Past Performance Information

Past Performance Information (PPI) will be used to assist the County in identifying customer satisfaction on previous projects. The Respondent is responsible for selecting their team and for the performance of the team. The County will analyze past performance information on each of the entities listed below:

- Entity #1: The Design-Build Firm (Firm)
- Entity #2: The Project Manager (Individual)
- Entity #3: The Pre-Construction Services Lead (Individual)
- Entity #4: The Site Superintendent (Individual)
- Entity #5: The Design Services Lead (Individual)

IV. Step Two - For highest ranked firm only – (Do Not Complete Until Requested by The County)

4.1. Selection Process

This section provides a general overview of ‘Step-Two’ activities and requirements and only applies to Respondent that is the highest ranked firm at the conclusion of ‘Step-One’. During Step-Two, the respondent shall be requested to submit a project plan, a cost and schedule proposal, and participate in interviews. Do not provide any of this information at this time.

4.1.1. Step Two will begin with notification of the highest ranked firm.

4.1.2. For Step-Two, the response to the owner’s request for proposal will be evaluated by an evaluation committee based on the following criteria and weighted points:

| Criteria | Points |
|--|------------|
| Financial Stability | Pass/Fail |
| Cost/Fee | 15 |
| Project Plan/Schedule | 10 |
| Interview of Key Personnel (Project Manager, Pre-Construction Services Lead, Site Superintendent & Design Services Lead) | 45 |
| Conceptual Design | 15 |
| SBE | 15 |
| Total | 100 |

4.2. Proposal Requirements & Format (Step Two)

4.2.1. The respondent shall submit one (1) submittal package.

Attachment S – Small Business Enterprise (SBE) Forms

Attachment 2L* – Project Plan

Attachment 2M – Cost Proposal (Complete Requirements will be provided in Step 2)

4.2.2. Attachment Templates

This RFP contains Attachments, which must be used by the Respondents to submit their qualifications. Respondents shall NOT re-create these attachments, create their own attachments, or edit the format of the attachments (page sizing, font type, font size, color, etc.) An electronic copy of this complete package and each Attachment is posted online <http://www.dallascounty.org/departments/purchasing/currentbids.php>. The Respondent must download, complete, and submit each Attachment in their submittal. Any submittal that does not adhere to these requirements may be deemed nonresponsive and rejected.

4.2.5. Project Plan (Attachment 2L):

The respondent must complete all information requested in this Attachment. The Project Plan consists of the following sections which will be evaluated for reasonableness:

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- Proposal Summary – a brief roadmap that describes, in major activities or tasks, how the respondent will meet the County’s expectations (cost, time, resources, quality, and expectations) as set forth in this RFP. This should be a concise synopsis of the work, schedule, and approach that will be taken to complete this project. This summary should demonstrate to the County that the Respondent can visualize what they are going to do before they do it.
- Scope Assessment – is a tool to assist the County in assessing the strength of their scope-of-work, and to align goals and expectations during the Clarification Phase.
- Project Assumptions – a brief summary of the major assumptions that have been made in preparing the proposal. This should include items/tasks that the respondent has assumed the County will perform, items/tasks required from the County, and items/tasks that have not been included in the proposal (items that the respondent feels are outside the scope of work). This should also include any critical expectations or responsibilities that the Respondent has of the County or County personnel.

A Project Plan template is provided as an attachment and must be used by all Respondents. Respondents are NOT allowed to re-create, re-format, or modify the template (cannot alter font size, font type, font color; add colors, pictures, diagrams, etc.).

The Project Plan must NOT exceed 4 pages (front side of page only; one page for the Proposal Summary, one page for the Scope Assessment, one page for the Project Assumptions, and one page for the Subcontractor Selection Plan).

4.2.6. Cost Proposal

The qualified respondent will be required to provide cost information for preconstruction services, construction services fee, and general conditions.

4.2.7. Interviews

The County will conduct interviews with the Key Personnel. This includes the following individuals (Note: The County may also request to interview additional personnel):

- Project Manager
- Pre-Construction Services Lead
- Site Superintendent
- Design Services Lead

The individuals that will be interviewed must be the same individuals that are identified in Attachment 1-A of the Respondent’s Submittal. No substitutes, proxies, phone interviews, or electronic interviews will be allowed. No other individuals (from the Respondent’s organization) will be allowed to sit in or participate during the interview session.

Interviews are expected to last approximately 20 minutes per individual. The County will interview individuals separately (not as a Respondent team). Interviewees will be prohibited from making any reference to their proposed cost proposal or cost information. Interviewees may not bring notes, presentation materials, or handouts. The County may request additional information prior to interviews.

Interviewees will be evaluated based upon the following criteria:

- Individual past experience on similar projects
- Past experience working as a team on similar projects
- Project/Technical Approach and Plan for the Interviewee’s role in the project
- Risk identification, explanation, solution, and potential impact within the Interviewee’s role in the project

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- Integration of client team, client requirements, and client needs within the Interviewee's role in the project

4.3. Final Prioritization of Respondents

After the respondents has been interviewed, they will be evaluated and scored by the Evaluation Committee.

4.4 Conceptual Design

Engineering or Architectural Conceptual Drawing and Illustration of proposed facility (buildings, offices, space allocation, size, square footage, parking capacity, etc.) A hard copy of the conceptual design will be required as part of the step 2 submissions. Selected firms will additionally be required to present the conceptual design at the interview stage of the Proposal.

V. The Clarification Period

The Clarification Period is carried out prior to the signing of a contract. The intent of this period is to allow the apparent best-value respondent an opportunity to clarify any assumptions, issues, or risks, and confirm that their proposal is accurate. The County's objective is to have the project completed on time, without any cost increases, and with high customer satisfaction. It is the respondent's responsibility to ensure that the respondent understands the County's subjective expectations. It is not the County's responsibility to ensure that the respondent understands what its expectations are. The respondent is at risk, and part of the risk is understanding the County's expectations. The respondent will not be permitted to modify its proposed cost proposal, project durations, or project team (unless through mutual negotiations with the County).

5.1. Required Activities / Deliverables

The Respondent will be required to preplan the project in detail to ensure that there are no surprises. The Respondent will be required to perform the following (including, but not limited to):

1. Verify the Cost Proposal
 - a. Provide a detailed cost breakdown (major areas, phases, components, etc.)
 - b. Clarify any 'big-ticket' items
 - c. Clarify all value-added options (what is accepted or rejected)
 - d. Clarify why the cost proposal may be significantly different from competitors
2. Provide a Project Schedule
 - a. Prepare a high-level schedule of the project (with major milestones or tasks)
 - b. If requested, prepare (or provide a plan to prepare) a detailed milestone schedule
3. Provide a Client Action Item Schedule
 - a. Identify the roles and responsibilities of the County or County personnel
 - b. Prepare a detailed schedule of any/all activities, actions, or decisions needed from the County (including specific due dates and client names responsible for the activities)
4. Align Expectations
 - a. Coordinate with all critical parties (subcontractors, consultants, suppliers, etc.)
 - b. Provide a complete list of all proposal assumptions
 - c. Identify any potential 'deal breakers'
 - d. Identify what is excluded from the proposal (tasks, activities, deliverables, etc.)
 - e. Review any unique technical requirements with the County
 - f. Review statements made during interviews
 - g. Revisit the sites to do any additional investigating
5. Provide All Documentation
 - a. Provide a detailed project/work plan (if requested)

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- b. Acceptance of contract terms and conditions (if requested)
- c. Provide a detailed safety plan (if requested)
- d. Provide a detailed staffing plan (if requested)
- e. Provide a quality control plan (if requested)
- f. Provide a detailed subcontractor plan (if requested)
- g. Provide a commissioning plan (if requested)

6. Risk Mitigation Plan

- a. Identify all risks, activities, or concerns that may be unforeseen or not within the control of the Respondent. This should include everything (realistically) that may prevent you from being successful on this project.
- b. Identify if there are any strategies to mitigate these items
- c. Provide a plan of how unforeseen risks will be managed
- d. Identify what (if anything) concerns you the most, or is very unique about this project

5.2. Meetings

The respondent will be required to conduct and participate in several meetings throughout the Clarification Period. At a minimum, the County will expect a kickoff meeting and a summary meeting as explained below:

Kick-off Meeting

The County will require the respondent to conduct a kickoff meeting at the beginning of the Clarification Period. The Respondent will lead the kickoff meeting and is expected to be prepared to present the following information:

- Description of their plan for project execution and management
- High level schedule for project delivery
- Address any major concerns provided by the County
- Identify and address any major deal breakers
- Address all project assumptions
- Explain why their cost/financial Proposal may be different from the budget and/or competitors
- Identify major risks to project delivery (focusing on risks that the Respondent does not directly control) and the associated risk mitigation strategy. Clearly identify any information or actions needed from the County to support successful project delivery.
- Propose a meeting schedule for items that must be reviewed in detail and resolved during the Clarification Period.

Summary Meeting

The respondent will be required to hold a final summary meeting at the end of the clarification period. This meeting is to present a summary of the final details that were discussed and resolved during the clarification period. This meeting is not a question-and-answer meeting. The respondent will lead the meeting to present the entire proposal, project execution plan, and identified risks and mitigation plans.

5.3. Clarification Document

The respondent will be required to submit a clarification document.

5.4. Negotiation

The County reserves the right to negotiate with the potential best-value respondent during the Clarification Period. This may include, but is not limited to, modifying the scope of the project (time, cost, quality, expectations, etc.)

6.5. Failure to Enter into an Agreement

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At any time during the Clarification Period, if the County is not satisfied with the progress being made by the invited respondent, or if the respondent and the County fail to agree to terms or fail to execute a contract, the County may terminate the Clarification Period activities and then commence or resume a new Clarification Period with the next highest ranked respondent. There will be no legally binding relationship created with any respondent prior to the execution of a written agreement.

VI. Reporting and Post Project Evaluation

6.1. Weekly Risk Reporting System

The County will require that the awarded respondent submit a weekly risk report that will document all risks that occur throughout a project. A 'risk' can be defined as anything that impacts the awarded project cost or project schedule. This includes risks that are caused by respondent (or entities contracted by respondent), and risks that are caused by County or third parties hired by the County (scope changes, consultant changes, errors and omissions, unforeseen conditions, etc.).

The weekly risk report is an MS Excel spreadsheet file that must be submitted every week (by 5 p.m. on Friday) throughout the project. The first report is due once the contract has been awarded and must continue every week until receipt of final payment. This report does not substitute or eliminate weekly progress reports or any other traditional reporting systems or meetings (that the respondent may perform). The County will provide the respondent with a copy of the spreadsheet and additional education regarding this spreadsheet can be provided during the Clarification Period (including how the spreadsheet works, formatting requirements, submission requirements, and other requirements of this system).

6.2. Post Project Evaluation

Upon completion of the project, the County will evaluate its overall satisfaction of the project. This includes (but is not limited to): overall quality, ability to manage the project, ability to minimize complaints, ability to minimize County efforts, ability to minimize project delays, ability to minimize cost increases, and submission of accurate and timely weekly risk reports. The final assessment may be used to document the performance of the Respondent and critical components of their team (individuals and subcontractors). The County may use this information on future procurements.

VII. Documents Submitted with Qualification or Upon Request

- 1. Attachment S - Small Business Enterprise (SBE) Forms (mandatory must be submitted with Proposal in Phase 2).**

VIII. Pre-Qualification Meeting

During the solicitation process respondents are required to limit their communication regarding this project to the Buyer referenced herein. A pre-qualification meeting will be held by the County whereby the Respondents will have an opportunity to ask the requesting department(s) questions and/or obtain clarification. The pre-qualifications meeting will be the only time when respondents and requesting department(s) will communicate directly, thereafter, all communication associated with this project shall be address through the County's purchasing platform, <https://www.bidnetdirect.com/texas/dallas-county> , to the assigned Buyer. The County will respond to all questions by way of addendum which will be posted as part of the solicitation. The County, its agents, and employees shall not be responsible for any information given by way of verbal communication.

Pre-Qualifications conference **August 21, 2025, at 11:00 a.m. (CST)**, the pre- qualifications meeting will be conducted through a Microsoft Teams conference call at the link below:

https://gcc02.safelinks.protection.outlook.com/ap/t-59584e83/?url=https%3A%2F%2Fteams.microsoft.com%2F%2Fmeetup-join%2F19%253ameeting_ZGVtOTg0NGUtMWFhNS00Mjk4LWl5YzctZDJiODRiNzQ3MmEz%2540thread.v2%2F0%3Fcontext%3D%257b%2522Tid%2522%253a%252251adcfad-72f1-479c-b28f-52412e04014b%2522%252c%2522Oid%2522%253a%25226f7e6e0d-1f84-43a8-a037-c8b93e424cb8%2522%257d&data=05%7C02%7CJohn.Wysocki%40dallascounty.org%7Cae5747eb66140aaabe

[b08ddd11eae7%7C51adcfad72f1479cb28f52412e04014b%7C0%7C0%7C638896651917453924%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMtIlslkFOljoITWFlpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=LP113MvIwIwrsHFpLrrVF83R%2F1gfT7TZ3N4F%2FeLE6cY%3D&reserved=0](#)

county). By registering, vendors will be able to receive solicitation notices, view open solicitations, and submit their response online to desired business opportunities.

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All questions, comments and requests for clarification must reference the solicitation number on all correspondence to Dallas County. Any oral communications shall be considered unofficial and non-binding.

Only written responses to written communication shall be considered official and binding upon the County. The County reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

NOTE: All addendums and/or any other correspondence (general information, question and responses) to this RFQ/RFP will be made available exclusively through the Dallas County website for retrieval. Respondents are solely responsible for frequently checking this website for updates to this RFQ/RFP Addendums to this RFQ/RFP can be located at the following web address: <http://www.dallascounty.org/departments/purchasing/currentbids.php> (go to the appropriate RFQ/RFP #, click on the appropriate hyperlink for viewing and/or downloading.)

XV. Review of Qualification

All qualifications will be examined by an evaluation committee consisting of various Dallas County personnel, Dallas County Purchasing, and representatives selected by the County of Dallas in proportion to contribution sizes.

Qualifications that do not conform to the instructions or which do not address all the services as specified may be eliminated from consideration. However, Dallas County reserves the right to accept such a qualification if it is determined to be in the best interest of Dallas County.

Evaluations are based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous and equivocal statements may be construed against the respondent. The qualification response may be incorporated into any contract which results from this RFQ/RFP, and respondents are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the respondent to meet such claims will result in a requirement that the respondent provide resources necessary to meet submitted claims.

Dallas County Purchasing may initiate discussions with selected respondents; however, discussions may not be initiated by respondent. Dallas County Purchasing expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. Respondent shall not contact any Dallas County personnel during the RFQ/RFP process without the express permission from the Office of the Dallas County Purchasing Agent. Dallas County Purchasing may disqualify any vendor who has made site visits, contacted Dallas County personnel, or distributed any literature without authorization from Dallas County Purchasing.

All correspondence relating to this RFQ/RFP, from advertisement to award shall be sent to Dallas County Purchasing. All presentations and/or meetings between Dallas County and the vendor relating to this RFQ/RFP shall be coordinated by Dallas County Purchasing.

Selected respondents may be expected to make a presentation/product demonstration to an evaluation committee. Qualifications, presentations, and product/service evaluations may develop into negotiating sessions with the respondent(s) as selected by the Evaluation Committee. Dallas County expects to conduct negotiations with respondent's representatives authorized to contractually obligate with an offer. If respondent is unable to agree to contract terms and conditions, Dallas County reserves the right to terminate contract negotiations with that respondent and initiate negotiations with another respondent. In addition to a presentation, visits by the Evaluation Committee to representative respondent's client sites may be conducted where the proposed solution can be demonstrated in a production environment.

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XVI. Insurance

Any Contractor or Vendor that conducts business with Dallas County, whether it is for goods and/or services, must maintain lawful worker's compensation/self-insured employee coverage requirements and adequate liability limitations.

Within ten (10) days after contract award or prior to the commencement of any work or delivery, the Purchasing Agent requires the successful Contractor(s)/Vendor(s) to submit verification of the following coverage. The insurance coverages, except Workers Compensation and Professional Liability, required by this Contract, shall name Dallas County and its elected and appointed boards, officers, officials, agents, representatives, directors, employees and volunteers, as additional insured(s) (as the interest of each insured may appear).

Contractor at its own expense, consistent with its status as an independent contractor will carry, purchase and maintain insurance coverage, the minimum insurance coverage set forth immediately below, with companies authorized to do insurance business in the State of Texas or eligible surplus lines insurers operating in accordance with the *Texas Insurance Code*, having an A.M. Best Rating of "A" or better, and in amounts not less than the following minimum limits of coverage:

The policies may provide coverage, which contains deductibles or self-insured retention. Such deductibles and/or self-insured retention shall not be applicable with respect to the coverage provided to Dallas County under such policies. The Contractor shall be solely responsible for all deductibles and/or self-insured retention.

All insurance required herein shall be maintained in full force and effect throughout the term of this contract, including all extensions or renewals.

- 1.1. Workers Compensations and Employer's Liability Insurance or self-insured employee in the amount and in compliance with the provisions as provided for by Texas Law as established by the Texas Workers Compensation Act, Title 5, Subtitle A, Texas Labor Code for all his employees assigned to operate or work under this Contract. In the event the Contractor elects to sublet any work, Contractor shall require Sub-Contractors to provide Workers' Compensation Insurance for all of the latter's employees unless the Contractor affords such employees protection. Contractors shall be responsible for workers' compensation insurance for subcontractors or sub-lessees who directly or indirectly provide service under Dallas County contract.

Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than \$1,000,000:

| | |
|-------------------------------------|-------------|
| Employers Liability - Each Accident | \$1,000,000 |
| Employers Liability - Each Employee | \$1,000,000 |
| Employers Liability - Policy Limit | \$1,000,000 |

Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Dallas County:

- a. Waiver of Subrogation
- b. Thirty (30) day Notice of Cancellation

- 1.2. Commercial General Liability: Contract shall maintain Commercial General Liability Insurance coverage must include the following: (a) Premises; (b) Operations; (c) Independent Contractor's Protective Liability; (d) Products and Completed Operations; (e) Medical Expense; (f) Personal and Advertising Injury; (g) Contractual Liability; (h) Broad form property damage, to include fire legal liability. Such insurance shall carry in an amount not less than One Million and 00/100

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(\$1,000,000.00) for bodily injury (including death), property damage, and blanket contractual coverage per occurrence with a general aggregate of Two Million and 00/100 (\$2,000,000.00) and products and completed operations aggregate of Two Million and 00/100 (\$2,000,000.00).

Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Dallas County:

- a. Waiver of Subrogation
 - b. Thirty (30) day Notice of Cancellation
 - c. Additional Insureds: Dallas County and its elected and appointed boards, officers, officials, agents, representatives, directors, employees and volunteers.
- 1.3. Automobile Liability Insurance: Contractor shall maintain Automobile Liability Insurance covering all owned, hired and non-owned automobiles used in connection with work with limits not less than One Million 00/100 (\$1,000,000.00) Combined Single Limit of Liability for Bodily Injury and Property Damage. Such insurance is to include coverage for loading and unloading hazards.

Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Dallas County:

- a. Waiver of Subrogation
- b. Thirty (30) day Notice of Cancellation
- c. Additional Insureds: Dallas County and its elected and appointed boards, officers, officials, agents, representatives, directors, employees and volunteers.

Contractor agrees that, with respect to the above-referenced insurance, all insurance contracts/policies will contain the following required provisions:

- a. Endorsement: Except Workers Compensation and Professional Liability, name Dallas County and its elected and appointed boards, officers, officials, agents, representatives, directors, employees and volunteers as additional insured(s) (as the interest of each insured may appear) as to all applicable coverage;
- b. Endorsement: Provide for thirty (30) days prior written notice will be given to the County for cancellation, non-renewal or material reduction/change in coverage provided under all policies, except in cases of cancellation for non-payment, in the event of which notice shall be provided as required by state law to Dallas County;
- c. Endorsement: Contractor agrees to waive subrogation against Dallas County, its officers and employees for injuries, including death, property damage or any other loss;
- d. Provide for endorsement that the "other insurance" clause shall not apply to County where County is the additional insured on the policy;
- e. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of the contract is satisfactorily completed and formally accepted;
- f. All insurance coverage shall be on a per occurrence basis, if coverage is written on a claims-made basis, the retroactive date shall be prior to or coincide with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. The coverage shall be continuous for the duration of the contract agreement and for not less than two (2) years following the end of the contract agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the contract agreement;
- g. Contractor shall be solely responsible for the deductible and/or self-insured retention for any loss;

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- h. Contractor insurance policies coverage shall be written on a primary basis and non-contributory with any other insurance coverages and/or self-insurance carried by Dallas County;
- i. Default/Cumulative Rights/Mitigation. It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this contract agreement are cumulative, and either Party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the Parties may have by law, statute, ordinance or otherwise. Contractor has a duty to mitigate damages.
- j. Approval and acceptance of Contractor's services and work by County shall not constitute nor be deemed a release of the responsibility and liability of Contractor for the accuracy and competency of Contractor's services or work; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the services performed by Contractor in this regard;
- k. Contractor shall provide that all provisions of this contract agreement concerning liability, duty and standard of care, shall be underwritten by contractual liability coverage sufficient to include obligation within applicable policies;
- l. Contractor and their freight contractors must be prepared to show coverage verification prior to entering upon County premises;
- m. Failure to comply with lawful requirements or adequate liability requirements may result in delay of payments, subject to the orders of the Commissioners Court, not to exceed a period of up to two years from the termination of this contract agreement, or cancellation of this contract agreement or both (Dallas County Commissioners Court Order 2003-1792, September 30, 2003);
- n. Insurance Certificates: The certificates of insurance shall list County as the certificate holder. Any and all copies of Certificates of Insurance shall reference any applicable (Qualification Number, Commissioners Court Order Number, or contract number for which the insurance is being supplied). All insurance policies or duly executed certificates for the same required to be carried by Contractor under this contract agreement, together with satisfactory evidence of the payment of the premium thereof, shall be delivered to the: Dallas County Purchasing Agent located at 500 Elm Street, Suite 5500, Dallas, Texas 75202; and
- o. All insurance required to be carried by Contractor or subcontractors under this contract agreement shall be acceptable to the County in form and content, in its sole discretion. All policies shall be issued by an insurance company acceptable and satisfactory to County and authorized to do business in the State of Texas. Acceptance of or the verification of insurance by County shall not relieve or decrease the liability of Contractor.

2. Insurance Lapse

In the event successful firm fails to maintain insurance as required by this contract, the successful firm shall immediately cure such lapse in insurance coverage at successful firm's sole expense and pay County in full for all costs and expenses incurred by County under this contract as a result of such failure to maintain insurance by successful firm, including costs and reasonable attorney's fees relating to County's attempt to cure such lapse in insurance coverage. Such costs and attorney's fees, not to exceed fifteen hundred and 00/100 dollars (\$1,500.00), shall be automatically deducted from monies or payments owed to successful firm by County. Moreover, the County shall retain five percent (5%) of the value of the Contract that shall be placed into an account from monies or payments owed to Contractor by County to cover County's potential exposure to liability during the period of such lapse. The five percent (5%) retainage shall be held by County until six (6) months after the date lapse in coverage is cured or Term of the Contract has ended or has otherwise been terminated, canceled or expired and shall be released if no claims are received or lawsuits filed against County for any matter that should have been covered by the required insurance. The County shall retain the funds if a claim is received or lawsuit and use the funds to defend, pay costs of defense or settle the claim.

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XVII. Discussion With Reasonably Qualified Respondents

The County reserves the right to engage in discussions or conduct interviews, either oral or written, with the respondent determined by the evaluation criteria to be reasonably viable to being selected for award. If discussions or interviews are held, the Contract Specialist may request best and final offers. The request for best and final offers may include:

- Notice that this is the opportunity to submit written best and final offers
- Notice of the date and time for submission of the best and final offer
- Notice that if any modification is submitted, it shall be received by the date and time specified or it will not be considered
- Notice of any changes in the qualification requirements

Following evaluation of the best and final offers, purchasing may select for negotiations the offer that is most advantageous to the County, considering price or cost and the evaluation factors in the RFQ/RFP.

After the most advantageous respondent(s) has been identified, Contract negotiations may commence. If at any time Contract negotiation activities are judged to be ineffective, Office of Procurement Services will cease all activities with the respondent and begin Contract negotiations with the next highest ranked respondent. This process may continue until either both the respondent and Commissioner's Court executes a completed Contract, or the Procurement Department determines that no acceptable alternative qualification exists.

The County reserves the right to reject any or all qualifications received or to award, without discussions or clarifications, a Contract based on initial qualifications received. Therefore, each qualification should contain the respondent's best terms from a price and technical standpoint. Also, only respondent submitting qualification will be notified of any communications after the RFQ/RFP closing.

XVIII. Rejection or Acceptance of Qualifications

The County reserves the right to accept or reject in part or in whole any qualification submitted. The Purchasing Agent will recommend to Commissioners Court award to the highest ranked responsive and responsible respondent as determined by the Purchasing Agent.

XIX. Late and Withdrawn Qualifications

All qualifications must be submitted no later than the qualification due date and time established by this solicitation. Qualifications arriving after the due date and time will not be accepted. Late qualifications delivered by carrier will be return to the respondent unopened.

A respondent has the right to withdraw their qualification prior to the qualification due date and time, thereafter, the respondent shall submit a formal request to the Dallas County Purchasing Agent requesting to withdraw their qualification.

XX. Confidentiality

Any information deemed confidential, shall be clearly noted as such on each page of the solicitation response by the respondent. County cannot guarantee it will not be compelled to disclose all or part of any public record under the Texas Open Record Act. Respondents who include information in a qualification that is legally protected as trade secret or confidential shall clearly indicate the information which constitutes a trade secret or confidential information by marking that part of the Qualifications/Proposal "trade secret" or "confidential" at the appropriate place. If a request is made under the Texas Open Records Act to inspect information designated as trade secret or confidential in a qualification, the respondent shall, upon request, immediately furnish sufficient written reasons and information as to why the information designated as a trade secret or confidential should be protected from disclosure to Attorney General of Texas for final determination.

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XXI. Disqualification Of Respondents

Respondents may be disqualified for, but not limited to, the following reasons:

- Reason to believe collusion exists among the respondents
- The respondent is involved in any litigation against the County of Dallas
- The respondent is in arrears on an existing contract or has failed to perform on a previous contract with the County of Dallas

XXII. Permits Required by Law

Respondent shall comply with all requirements of federal, state, and local statutory requirements and regulations pertinent to or affecting any phase of this contract.

XXIII. Records and Audit

The Respondent shall keep accurate records of all components of invoices to the County, including but not limited to times and payroll receipts for hourly personnel utilized by this Contract. These records shall be retained for a minimum of two years after the conclusion of the Contract. The County reserves the right to audit any records it deems necessary for the execution of this Contract.

XXIV. Assignment of Contract

The Respondent shall not assign, transfer, sublet, convey or otherwise dispose of the Contract of any part therein or its right, title or interest therein or its power to execute the same to any other persons, firm, partnership, company or corporation without the prior written consent of the County. Should the Respondent assign, transfer, sublet, convey or otherwise dispose of its right, title or interest or any part thereof in violation of this section, the County may, at its discretion, cancel the Contract and all rights, title and interest of the Respondent shall therein cease and terminate, and the Respondent shall be declared in default.

XXV. Default by Respondent

The following shall be deemed as events of default by Respondent under the Contract:

- Respondent shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors;
- Respondent attempts to assign the Contract without the prior written consent of the County;
- Respondent shall fail to perform, keep or observe any term, provision or covenant of the Contract; or
- Respondent fails to properly and timely pay Respondent personnel, suppliers or other Respondents and the failure impacts the County or its Facility in any manner.

In the event a default occurs, the Director shall give the Respondent written notice of the default. If the default is not corrected to the satisfaction and approval of the Director within the time specified in such notice, the County may immediately cancel the Contract. At the direction of the Director, the Respondent shall vacate the facility, if applicable, and shall have no right to further operate under the Contract.

The Respondent, in accepting the Contract, agrees that the County shall not be liable to prosecution for damages or lost anticipated profits if the County cancels or terminates the Contract.

No Waiver: No waiver by the County of any default or breach of any covenant, condition, or stipulation shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation.

XXVI. Termination

The County may terminate this agreement in whole or in part by giving thirty days written notice thereof to Respondent. The County will compensate Respondent in accordance with the terms of the agreement for all goods and services delivered and accepted prior to the effective date of such termination notice.

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XXVII. Miscellaneous

1. After executing the Contract, no consideration will be given to any claim of misunderstanding.
2. Respondent shall submit with the qualification, the required respondent's qualification statement with supporting information as stated herein along with all other supporting documentation requested.
3. Respondents shall thoroughly familiarize themselves with the provisions of the Scope of Work and the Facilities.
4. The County reserves the right to reject all responses and to waive any minor irregularities.
5. A qualification may be disqualified if the corporation or individual respondent is in arrears or in default to the County for delinquent taxes or assessments or on any debt or Contract, whether as defaulter or bondsman; or who has defaulted upon any obligation to the County by failing to perform satisfactorily any previous agreement or Contract within the past seven years. Also, Respondents may be disqualified for poor prior performance on similar Contracts with other entities.
6. The Contract with the Respondent will be drawn by the County and may contain such other provisions as are deemed necessary to protect the interests of the County.
7. The Respondent agrees to abide by the rules and regulations as prescribed herein. The Respondent will, in all solicitations or advertisements for personnel to perform services under the Contract, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, or national origin.
8. If either party hereto is prevented from completing its obligations under the Contract by act of God, strike, lockout, material or labor restrictions by any governmental authority, civil riot, flood, or any other cause beyond the control of the parties hereto, then such party shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.
9. The section headings in these Specifications are for convenience in reference and are not intended to define or limit the scope of any of the conditions, terms or provisions of these specifications.
10. Should any question arise as to the proper interpretation of the terms and conditions of these specifications, the decision of the County Attorney or his authorized representative shall be final.

XXVIII. Indemnity

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

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XXIX. Selection Process

The internal team will evaluate all qualifications received in response to this RFQ/RFP. After reviewing the qualification submissions, consultants may be selected for in-person interviews/oral presentations. From those presentations and possible interviews, the qualifications will be re-evaluated, and final determination will be made. The County will pursue negotiations with the top ranked respondent with the goal of entering into a contract.

XXX. Development Costs

Neither Dallas County nor its representatives shall be liable for any expenses incurred in connection with preparing a response to this RFQ/RFP. Respondents are encouraged to prepare their qualifications simply and economically, providing a straightforward and concise description of your firm's ability to meet the requirements of the RFQ/RFP.

XXXI. Contract Award

Upon selection of a successful respondent, the County and the respondent will negotiate a final contract, based on the terms outlined in this RFQ/RFP. By submitting qualification, the respondent agrees to be bound by these terms and conditions unless otherwise noted in the Submittal. The final contract is subject to County Council approval.

XXXII. Certificate of Interested Parties (Form 1295)

Section 2252.908 of the Texas Government Code: An Act Addressing Disclosure of Interested Parties.

Effective January 1, 2016, Dallas County, must comply with the "Disclosure of Interest Parties, requirements established under Section 2252.908 of the Texas Government Code as implemented by the Texas Ethics Commission. Briefly stated, all contracts requiring an action or vote by the governing body of the entity or agency before the contract may be signed (regardless of the dollar amount) or that has a value of at least \$1 million will require the on-line completion of Form 1295 "Certificate of Interested Parties", in accordance with Texas Government Code Statute §2252.908. Form 1295 is also required for any and all contract amendments, extensions or renewals. All business entities are required to complete and file electronically with the Texas Ethics Commission using the online filing application.

Step 1: Business Entity completes Form 1295 in electronic format on the Texas Ethics Commission website: (<https://www.ethics.state.tx.us/filinginfo/1295/>)

Step 2: Upon receipt of a completed Interested Parties Disclosure Form, Texas Ethics Commission issues a Certification of Filing to the Business Entity and the Business Entity download(s), print, sign(s) and notarize(s) Form 1295. An authorized agent of the business entity will need to sign the printed copy of the form and have the form notarized.

Step 3: At the time of submission of the solicitation to Dallas County the Business Entity must submit the completed notarized Form 1295 with the Certification of Filing with their contract (i.e.: bid, rfp, rfq, soq, etc.) to Dallas County. Upon receipt, Dallas County may proceed with the award and/or execution of the contract.

Step 4: Not later than the 30th day after the date the contract has been signed by all parties, Dallas County must notify the Texas Ethics Commission (in electronic format) of the receipt of (1) Form 1295, and (2) the Certification of Filing.

Step 5: Not later than the 7th business day after receipt of the above notice, Texas Ethics Commission makes the disclosure available to the public by posting the disclosure on its website.

County Offices and Departments submitting contracts to Commissioners Court for award/execution are responsible for acknowledging and filing the Form 1295.

Definitions:

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(a) “Contract” includes an amended, extended, or renewed contract.

(b) “Business entity” includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

(c) “Controlling interest” In accordance with the Texas Ethics Commission, Chapter 46.3(c) and applicable to Texas Government Code §2252.908 - (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

(d) “Interested party” (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

(e) “Intermediary” for purposes of this rule, means, a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

(1) receives compensation from the business entity for the person’s participation;

(2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and

(3) is not an employee of the business entity.

To obtain additional information on Section 2252 and to learn more about the Texas Ethics Commission process to create a new account or to complete an electronic version of Form 1295 for submission with a signed contract, please go to the following website:

<https://www.ethics.state.tx.us/filinginfo/1295/>

Instructional Videos for Business Entities on how to file online can be found at:

<https://www.ethics.state.tx.us/filinginfo/1295/>

<https://www.ethics.state.tx.us/filinginfo/1295/> , and submit a copy to the buyer before the contract information will be sent to the County Attorney’s Office to draft the contract. Once the terms of the contract are fully negotiated; the recommended vendor has signed the contract indicating agreement with the terms of the contract; and the Form 1295 is on file at the Texas Ethics Commission website with a copy provided to the buyer; the staff recommendation will be placed on a County Council agenda to award the contract.

XXXIII. Conflict of Interest

No County elected or appointed official or representative, or any employees shall have any financial interest, direct or indirect, in any contract with the County or be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, goods or services, except on behalf of the County as an official or employee. Any violation of this Section, with knowledge, expresses or implied, of the person or corporation contracting with the County shall render this Agreement involved voidable by the Commissioners Court of Dallas County. It is the responsibility of Contractor during all phases of this Agreement to notify the County in writing of any potential conflict of interest. Contractor covenants that neither it nor any member of its corporation presently has any interest

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or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed or appointed by Contractor.

ATTACHMENT 1A – SUBMITTAL FORM

I) COMPANY AND CONTACT INFORMATION

Name of Respondent:

Address:

Contact Information – Individual that can contractually obligate the Respondent/Firm

| | |
|-----------|--|
| Name | |
| Title | |
| Email | |
| Telephone | |

Contact Information – Individual that can be contacted for clarification on this proposal

| | |
|-----------|--|
| Name | |
| Title | |
| Email | |
| Telephone | |

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II) SIGNATURE

This proposal must be signed by the person authorized to contractually obligate the Respondent/Firm.

| | |
|---------------------|--|
| <i>Printed Name</i> | |
| <i>Signature</i> | |
| <i>Date Signed</i> | |

III) ADDENDA ACKNOWLEDGEMENT

The Respondent acknowledges receipt of the following addenda and has incorporated the requirements of such addenda into their proposal. Failure to identify and sign for all addenda may subject the Respondent to disqualification. The Respondent must list all addenda's (by number), then initial and date to confirm that you have received and incorporated them into your Proposal. *The Respondent may add more rows as necessary.*

| Number | Initials & Date |
|--------|-----------------|
| | |
| | |
| | |

| Number | Initials & Date |
|--------|-----------------|
| | |
| | |
| | |

| Number | Initials & Date |
|--------|-----------------|
| | |
| | |
| | |

IV) CRITICAL TEAM MEMBERS

Name of Project Manager* _____

Name of Pre-Construction Services Lead* _____

Name of Site Superintendent* _____

Name of Design Services Lead* _____

** These individuals cannot be removed or replaced from this project or their positions for the duration of the contract.*

V) ACCEPTANCE OF TERMS AND CONDITIONS

The Respondent accepts the Agency's Terms and Conditions as stated in this RFQ/RFP

*

True | False

** Failure to answer or answering "False" may be grounds for disqualification. If you answer "False", please attach additional information explaining this response.*

VI) CERTIFICATIONS

| No | Criteria | Response* |
|----|---|--------------|
| 1 | The Respondent has read the entire RFQ/RFP and clearly understands the intent of the scope. | True False |
| 2 | The Respondent is presently engaged in the business of providing the services & work required in this RFQ/RFP. | True False |
| 3 | The Respondent confirms that it has the financial strength to perform the services required under this RFQ/RFP. | True False |
| 4 | The Respondent confirms that they can obtain and maintain all necessary bonding and insurance as required in this RFQ/RFP. | True False |
| 5 | The Respondent can provide (if requested) financial records for the organization for the past three years. | True False |
| 76 | The Respondent has not had any contracts terminated by the County (within the past five years). | True False |
| 7 | The Respondent certifies that it is not currently debarred, suspended, proposed for debarment, or declared ineligible for award by any public entity. | True False |
| 8 | Within the past five years, the Respondent certifies that they have not been convicted nor had civil judgment rendered against them for: fraud, embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or tax evasion. | True False |
| 9 | The Respondent certifies that the Respondent has not been a party to a criminal proceeding in the past 10 years. | True False |
| 10 | The Respondent certifies that: 1) they have reviewed the County's policies relating to Conflict of Interest and 2) they do not have any possible conflict of interest | True False |

* Failure to answer or answering "False" may be grounds for disqualification. Please attach additional information on any subject where the Respondent responded "False" to a question above.

VII) Experience Modification Ratings ("EMR")

List your firm's EMR Rating for the following years:

| 2022 | 2023 | 2024 |
|------|------|------|
| | | |

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Attachment 1B: Federal Terms and Conditions

UNIFORM ADMINISTRATIVE REQUIREMENTS

The Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

The following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and The Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324).

Attachment 2B: Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.) (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31

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U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

ATTACHMENT 1C – QUALIFICATION STATEMENT

Provide the information requested below as concisely as possible.

1) Construction Manager Experience

Briefly discuss 3 projects completed in the last 7 years that best represent your firm's ability to successfully manage this project to completion, on time and in budget. As a minimum, for each project, provide a brief description, current client reference information (including names and contact information), date services performed, specific services your firm performed, size of the project, original scheduled completion date and actual completion date, the original GMP and the final cost of construction. All 3 projects must be Design Build Management in projects of similar scope in terms of square feet and overall magnitude. If your firm has several branch offices, highlight the projects on the list managed by the office that will manage the Dallas County project and any members of your proposed team which were involved in any of the 3 projects.

2) Project Approach

Describe, in detail, what methods and procedures your firm will use to perform the tasks listed below. The description should elaborate how you will function as a part of the Dallas County Project Team and include Dallas County in the Design Build process.

- Cost and Quality Control during the Design and Construction Phases.
- Scope Optimization and Value Engineering
- Constructability
- Schedule Management during the Design and Construction Phases.
- GMP Development (Scope Definitions, Qualifications, Qualification Openings, Scoping Sessions, Qualification Evaluations & Sub Selection)
- Change Management
- Other Tasks Unique to Your Firm

3) Additional Information

- Describe 3 past projects which involved major demolition work. If not performed by your firm, name the Demolition Subcontractor and your involvement in the work.
- Provide the firm's experience with formal commissioning programs.
- Provide a record, including dates, of claims and/or litigation involving Owners and/or Design Professionals during

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the last 7 years.

ATTACHMENT 1D – RISK ASSESSMENT PLAN

This template must be used. Modifications to the format of this template may result in disqualification (i.e. altering font size, altering font type, adding colors, adding pictures, etc.). Do not list any names or information that can be used to identify the Respondent. Do not list any cost information. You may add/delete "Risks/Descriptions/Strategies," but do not exceed the page limits as identified in the RFQ/RFP. Please use the following format:

Risk # – Title of the Risk

Description – A brief description of why the risk is a risk? Background of how the risk may impact the Project if it occurs.

Strategy –Strategy to prevent/minimize the risk from occurring, or strategy to minimize the impact of the risk if it does occur. Using bullet points may be useful/helpful (but is not required).

(You may delete all of these instructions above)

SECTION 1 – ASSESSMENT OF CONTROLLABLE RISKS (2 Page Maximum)

Risk 1:

Description:

Strategy:

Risk 2:

Description:

Strategy:

Risk 3:

Description:

Strategy:

Risk 4:

Description:

Strategy:

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SECTION 2 – ASSESSMENT OF NON-CONTROLLABLE RISKS (2 Page Maximum)

Risk 1:

Description:

Strategy:

Risk 2:

Description:

Strategy:

Risk 3:

Description:

Strategy:

Risk 4:

Description:

Strategy:

Risk 5:

Description:

Strategy:

ATTACHMENT 1E – VALUE ASSESSMENT PLAN

This template must be used. Modifications to the format of this template may result in disqualification (i.e. altering font size, altering font type, adding colors, adding pictures, etc.). Do not list any names or information that can be used to identify the Respondent. Do not list any cost information. You may add/delete "Ideas/Descriptions", but do not exceed the page limit (front side of page only) identified in the RFQ/RFP. Please use the following format:

Idea # – Title of the Value-Added Idea

Description – A brief description of why the idea adds value to the client or service (what benefits or impacts the idea will bring in the short/long term). Do not make any reference to the proposed cost, but you may make reference to the potential impact to the cost and schedule in terms of estimated percentages.

(You may delete all of these instructions above)

VALUE ADDED OPTIONS (1 Page Maximum)

Idea 1:

Description:

Idea 2:

Description:

Idea 3:

Description:

Idea 4:

Description:

Idea 5:

Description:

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STEP TWO ATTACHMENTS
ONLY FOR SHORTLISTED
RESPONDENTS
NOT REQUIRED FOR STEP 1

ATTACHMENT 2L – PROJECT PLAN

SECTION 1 – PROPOSAL SUMMARY (1 Page Maximum)

NOT REQUIRED FOR STEP 1

NOT REQUIRED FOR STEP 1

SECTION 2 – SCOPE ASSESSMENT (1 Page Maximum)

For questions that are evaluated on a 1-9 scale, a “1” rating represents that you strongly disagree with the statement, and a “9” represents that you strongly agree with the statement.

| Question | Scale | Rating |
|--|-------|--------|
| 1. Understanding of the overall intent of the project or service The scope-of-work has clearly explained ‘why’ the client is procuring this project/service (you understand the purpose/reason for this project/service to be delivered) | (1-9) | |
| 2. Understanding of the details, requirements, deliverables, etc. The scope-of-work has described the exact requirements, details, expectations, deliverables, and tasks that are needed to complete this project/service | (1-9) | |
| 3. Uniqueness of the project or service The scope-of-work is very unique (and unlike the majority of other projects or services you have performed). | (1-9) | |
| 4. Understanding project success The scope-of-work has clearly defined what it will take to make the client 100% satisfied, and you understand what you must accomplish to meet this intent | (1-9) | |
| 5. Comfort with budgetary requirements You are very comfortable in delivering the entire “Scope-of-Work” within the estimated or expected budgetary requirements | (1-9) | |
| 6. Comfort with schedule requirements You are very comfortable in delivering the entire “Scope-of-Work” within the estimated or expected schedule/timing requirements | (1-9) | |
| 7. Overall clarity of the Scope-of-Work document As a whole, the “Scope-of-Work” document was very clear, concise, and complete (it was not vague or ambiguous) | (1-9) | |
| 8. Overall Satisfaction with the Scope-of-Work document You are highly satisfied with the overall quality of the “Scope-of-Work” section of this project/service as defined in the solicitation documents | (1-9) | |

9. Please describe what part(s) of the “Scope-of-Work” were unclear, or could use additional clarification or strengthening (think about: budget, schedule, goals, details, procedures, technical requirements, etc.)

10. Is there any additional information that could have assisted you in preparing a better proposal?

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SECTION 3 – PROJECT ASSUMPTIONS

NOT REQUIRED FOR STEP 1

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SECTION 4 – SUBCONTRACTOR SELECTION PLAN Are SBE forms not included?

NOT REQUIRED FOR STEP 1