REQUEST FOR PROPOSALS
RFP2026-08

CSP FOR HOOD COUNTY JAIL ADDITION
October 2, 2026

CSP FOR HOOD COUNTY JAIL ADDITION

A. REQUEST FOR PROPOSALS

Hood County (the "Owner") is requesting Competitive Sealed Proposals from qualified, responsible firms with experience in the construction of jails and/or jail additions in the State of Texas to provide construction services for a bond-funded jail expansion project.

B. SUBMISSION PROCESS AND DUE DATE

Pursuant to the provisions listed below, competitive sealed proposals subject to the conditions and requirements made a part hereof will be received at the Hood County Purchasing Office, 1402 W Pearl St, Ste 1, Granbury, Texas 76048 until **10:00 am on Friday, November 20, 2026.** Submissions will be opened and proposer's names read at that time in a public meeting held in the Hood County Purchasing Agent's Office. After evaluation of the criteria stated herein, it will be awarded by the Commissioners' Court on a future Court date.

ELECTRONIC SUBMISSIONS are preferred and can be submitted through Hood County's page on the BonFire website at **http://co-hood-tx.bonfirehub.com/** . It is free to register and to submit. These submissions are **sealed** until the opening date.

OR

HARD COPY SUBMISSIONS may be submitted using the solicitation documents available at https://hoodcounty.texas.gov/bids . Each submission must be in a sealed envelope, **manually signed** in ink by a person having the authority to bind his/her firm to a contract. **Envelopes shall be marked: RFP2026-08 JAIL EXPANSION CSP**. Submit an **Original, Six (6) copies, and a thumb drive of the entire proposal packet.** Facsimile and e-mail submissions will NOT be accepted.

Submit Hard Copy Proposals to:

Hood County Purchasing
RFP 2026-08
1402 W Pearl St, Ste 1
Granbury, TX 76048

Proposals must be received not later than November 20, 2026 at 10:00 am. Submittals received later than the above date and time will be rejected regardless of the reason, including delayed delivery.

The mandatory Pre-Proposal Meeting / Site Visit will occur on October 20, 2026 at 1:00 pm at the Hood County Jail 400 Deputy Larry Miller Dr, Granbury, TX 76048.

Any questions regarding RFP specifications should be directed to Hood County Purchasing through the Bonfire portal or at gtilleman@hoodcounty.texas.gov no later than **10 am on November 06, 2026**.

C. INTRODUCTION

Hood County (the "Owner") is requesting Competitive Sealed Proposals from qualified, responsible firms with experience in the construction of jails and/or jail additions in the State of Texas to provide construction services for a bond-funded jail expansion project in accordance with the terms, conditions, and requirements set forth in this solicitation. The project consists of an expansion to the existing County jail facility and includes the addition of approximately 160 detention beds, expanded laundry and visitation areas, exercise and multi-purpose spaces, upgrades to kitchen and support facilities and an alternate option for 40 additional beds.

The Project will use the Competitive Sealed Proposal (CSP) method of delivery with a stipulated lump sum amount for all materials, services, and bonds required to deliver the project, along with a breakdown by CSI division sufficient to demonstrate pricing transparency.

The Contractor shall serve as the general contractor and shall be responsible for delivering the Project in accordance with the Contract Documents for the agreed contract price. The Contractor shall also provide consultation to the Owner, Owner's Agent, and Architect regarding construction during the project, in accordance with the Contract Documents and all applicable laws, codes, and regulations. This document is issued in compliance with Texas Government Code Chapter 2269, Subchapter D.

The successful Contractor will be required to enter into and comply with the following documents, which are incorporated into the Contract:

- **RFP Attachment A** – AIA A101 Agreement and its Agreement Exhibits A through F
- **RFP Attachment B** – AIA A201 General Conditions of the Contract for Construction, as amended by the Owner and modified by identified addenda
- **RFP Attachment C** – Hood County Jail Security and Access Requirements (Agreement Exhibit B)
- **RFP Attachment D** – Hood County Signature Documents
- **RFP Attachment E** – Construction Documents identified in the Drawing and Specification Log (Agreement Exhibit C). Qualified Contractors shall request access to the construction documents through the Bonfire portal or by email to gtilleman@hoodcounty.texas.gov. The County will provide a SharePoint link to the construction documents in response to the request.
- **RFP Attachment F** – Prevailing Wage Schedule (Agreement Exhibit F): General Decision TX20260153, Modification No. 1, published May 18, 2026, Building Construction, Hood County, Texas.

  RFP attachment lettering is separate from Agreement exhibit lettering. Agreement Exhibit A is Insurance and Bonds; Exhibit B is Hood County Jail Security and Access Requirements; Exhibit C is the Drawing and Specification Log; Exhibit D is the Project Schedule; Exhibit E is the Contractor Key Personnel Schedule; and Exhibit F is the Prevailing Wage Schedule.

The executed Agreement shall also incorporate all applicable terms, conditions, requirements, and commitments contained in this RFP, any addenda issued by the Owner, and the Contractor's accepted proposal.

D. GENERAL PROJECT INFORMATION

Project Name:	Hood County Jail Expansion
Project Address:	Hood County Law Enforcement Center 400 Deputy Larry Miller Dr, Granbury, TX 76048
Project Owner:	Hood County 1402 W Pearl St, Granbury, TX 76048
Owners Agent:	Kitchell/CEM Inc. 3010 LBJ Freeway, Ste 1200, Dallas, TX 75234
Architect:	DRG Architects, LLC 1330 Old Blanco Rd, Ste 175, San Antonio, TX 78216
Structural Engineer:	Intelligent Engineering Services 1045 Central Pkwy N, Ste 200, San Antonio, TX 78232
Civil Engineer:	Parkhill Engineering 640 Taylor St, Ste 1900, Fort Worth, TX 76102
Mechanical, Electrical & Plumbing Engineers:	MD Engineering 1255 W 15th St #300, Plano, TX 75075

E. BUDGET

Total estimated construction budget of $19,021,000 for all work with substantial completion within 18 months from issuance of Notice to Proceed, estimated to be January 12, 2027.

F. ANTICIPATED PROCUREMENT SCHEDULE

The County anticipates utilizing the following procurement schedule for the Competitive Sealed Proposal process. The County reserves the right to revise the schedule at any time.

Procurement Milestone	Anticipated Date
Release of CSP	10/02/2026
Pre-Proposal Meeting / Site Visit	10/20/2026 @ 1pm
Deadline for Questions	11/06/2026 @ 10am
Final Addendum Issued	11/10/2026
Proposal and Price Proposal Due Date	11/20/2026 @ 10am
CSP Evaluation Deadline	12/07/2026
Commissioners' Court Approval	12/18/2026

Notice to Proceed - Estimated	1/12/2027
Final Completion - Estimated	09/30/2028

G. SCOPE OF WORK

Hood County is seeking a qualified contractor to provide all labor, materials, equipment, supervision, coordination, and construction services necessary to complete the Hood County Jail Additions and Renovations Project in accordance with the Contract Documents.

The Project generally consists of additions and renovations to the existing approximately 53,354-square-foot, 192-bed Hood County Jail. The work includes an approximately 25,415-square-foot secure housing addition providing up to 200 additional beds, including an approximately 40-bed alternate, along with associated support and operational spaces.

Renovation and improvement work within the existing facility generally includes modifications to visitation, holding, staff support, laundry, kitchen, and other areas identified in the Contract Documents.

The Work includes, but is not limited to:

- Site development, grading, drainage, paving, sidewalks, utilities, and related site improvements;
- Foundations, structural systems, building envelope, roofing, interior construction, and finishes;
- Mechanical, electrical, plumbing, fire protection, fire alarm, emergency power, and building-control systems;
- Detention doors, frames, locks, hardware, glazing, furnishings, fixtures, and detention equipment;
- Security electronics, CCTV, access control, intercom, duress, control-room, and related security systems;
- Kitchen equipment, laundry equipment, and associated utility connections, controls, startup, testing, and coordination;
- Connections and modifications to existing building and utility systems;
- Testing, commissioning, training, startup, closeout, and final turnover of the completed facility; and
- All other work required by the drawings, specifications, and Contract Documents.

Existing Jail Operations

The existing Hood County Jail will remain operational throughout construction. The Contractor shall plan, coordinate, sequence, and perform the Work in a manner that maintains the security, safety, and continuous operation of the facility.

The Contractor shall coordinate closely with Hood County, the Hood County Sheriff's Office, the Architect, and the Owner's Representative regarding construction phasing, access, deliveries, utility shutdowns, secure separation of construction activities, inmate and staff movement, temporary conditions, and other activities that may affect Jail operations.

Construction personnel, subcontractors, deliveries, tools, materials, and equipment shall comply with all County and Sheriff's Office security and access requirements applicable to the Project.

Project Coordination and Completion

The Contractor shall be responsible for managing the Work in accordance with the approved Project schedule and for coordinating subcontractors, suppliers, manufacturers, detention-equipment providers, security-system integrators, and other trades necessary to provide a complete and operational facility.

The Contractor shall coordinate all required inspections, testing, startup, commissioning, demonstrations, and Owner training. Prior to Substantial Completion, systems necessary for the safe and secure operation of the Jail shall be complete, tested, operational, and ready for use.

All work shall comply with the Contract Documents, applicable codes and regulations, and applicable Texas Commission on Jail Standards requirements.

The descriptions provided herein are intended as a general summary of the Project and do not limit the Contractor's responsibility to provide all Work shown, specified, or reasonably inferable from the Contract Documents.

H. RESPONSES TO THE RFP

In addition to the County's signature documents, acceptance of the RFP terms, acknowledgement of the Project Manual, security documentation, and any addenda, the following items are required in each submission. Responses must contain a concise yet complete presentation of the firm's proposal and shall be organized in the order presented below. Please limit resumes, to be included in page count, to key personnel only.

Proposed Subcontractors: Include a list identifying each major trade and the proposed subcontractor for that trade. If a subcontractor has not yet been selected, identify the trade and indicate "TBD"; firms under consideration may also be listed, if known. Identify work proposed to be self-performed as "GC." See Section L.13.

1. Executive Summary — 2 page maximum

- Name, address, and telephone number of the firm submitting the response.
- The name and title of one or more individuals authorized to act on behalf of the proposer and to bind the proposer contractually.

- Include a statement confirming that the Proposer has reviewed the solicitation documents and understands the requirements of the Project.
- Summarize the Proposer's key qualifications, strengths, and differentiators relevant to the Hood County Jail Project.
- A summary of the firm's interest and commitment to the project.
- A statement concerning the firm's commitment to Hood County, including the firm's ability to meet County schedules, availability, and approach to prioritizing County needs over competing engagements.

2. Firm Qualifications & Experience **6 page maximum**

The County seeks to engage a firm with substantial experience in the planning, construction, coordination, and delivery of detention and justice-related facilities. The Proposer shall demonstrate organizational stability, relevant public-sector experience, and the ability to successfully deliver complex secure facilities within occupied or operational environments.

Required Firm Information

- Firm history and background, including date established and ownership structure.
- Primary office location and identification of office(s) that will support this project.
- Years in business under current organizational structure.
- Organizational structure and description of internal resources available to support the project.
- Demonstrated Texas presence and experience performing work for Texas public entities.
- Description of relevant detention, justice, or secure facility experience.
- Description of the firm's experience coordinating with County leadership, Sheriff's Offices, detention staff, and public-sector stakeholders.

Comparable Project Experience Requirements - Proposers shall submit a minimum of three (3) and a maximum of five (5) comparable projects demonstrating the firm's experience with detention, correctional, or secure justice-related facilities:

- Projects shall have a construction value of at least $12 million.
- Projects shall have been completed within the last ten (10) years.
- Projects shall demonstrate experience with detention facilities, county jails, or secure justice environments.
- Experience involving occupied or operational detention facilities is strongly preferred and may receive additional evaluation consideration.
- Projects involving phased construction, secure operational coordination, or detention renovations/additions are preferred.
- Experience with Texas Commission on Jail Standards is preferred.

Required Information for Each Submitted Project – Provide the following:

- Project name and location
- County/client name
- Project delivery method
- Facility type and operational status
- Number of beds and/or square footage
- Initial Construction value
- Final Construction value
- Description of scope and project complexity
- Description of phasing or occupied facility operations, if applicable
- Project completion status and completion date
- Identification of the Proposer's role and responsibilities
- Owner reference including contact name, title, phone number, and email address

Example Comparable Project Sheet Format

Project Name	Example County Jail Expansion
Location	County, State
Client/Owner	Client Name
Project Delivery Method	Competitive Sealed Proposal (CSP)
Facility Type	Occupied County Jail Expansion and Renovation
Beds / Square Footage	Beds / SF
Construction Value	$
Final Construction Value	$
Project Scope	Short project narrative and images
Occupied / Phased Operations	Include information if occupied or phased approach.
Completion Status	YYYY
Reference	John Smith, County Facilities Director | (555) 555-5555 | jsmith@examplecounty.gov

Specific Experience Desired by the County

- County jail and detention facility experience
- Secure facilities and secure operational environments
- Occupied campus and phased construction projects
- Public-sector projects for counties or governmental entities
- Experience coordinating with Sheriff's Offices and detention operations staff
- Experience with Texas detention standards and secure facility requirements

3. Individual Qualifications — 10 page maximum

The County places significant value on the qualifications, experience, and availability of the specific individuals proposed for the Hood County Jail Project. Proposers shall demonstrate that key personnel assigned to the Project possess directly relevant detention, justice, secure facility, and public-sector experience similar in scope, complexity, and operational sensitivity to the Hood County Jail Project.

Required Key Personnel

- Project Executive
- Project Manager
- Superintendent
- Preconstruction Manager / Estimator
- Scheduling Lead
- Quality Control / Quality Assurance Lead
- Security / Operational Coordination Lead, if applicable

Required Information for Each Proposed Individual

- Full name and proposed role on the Project
- Office location
- Years of experience with the firm
- Total years of relevant industry experience
- Relevant detention, justice, or secure facility experience
- Experience with occupied or operational detention facilities
- Experience with phased construction and secure operational coordination
- Relevant Texas public-sector experience
- Current workload and current assigned projects
- Availability and anticipated level of commitment to the Hood County Jail Project
- Professional licenses, certifications, or specialized training relevant to detention or justice facilities

Personnel Evaluation Criteria

The County may evaluate proposed personnel based upon demonstrated relevant detention and justice facility experience, project complexity, operational coordination experience, and availability to support the Project.

Example Key Personnel Project Sheet Format

The following example format is provided to demonstrate the level of detail expected for each proposed individual.

Name	Jane Doe
Proposed Role	Project Manager
Office Location	Dallas, Texas
Years with Firm	8 Years
Total Industry Experience	18 Years
Comparable Detention Projects	7
Occupied Facility Experience	Yes
Relevant Project Experience	Managed multiple occupied county jail expansion and renovation projects including phased detention operations and secure coordination.
Current Availability	Available upon Notice to Proceed with dedicated project assignment.

4. Understanding and Approach — 5 page max

The County seeks to evaluate the Proposer's understanding of the Hood County Jail Project, including the operational, security, logistical, scheduling, and coordination requirements associated with the planning and construction of a detention facility. Proposers shall demonstrate a clear understanding of the complexity of detention and justice-related projects and provide a detailed approach for successfully delivering the Project while minimizing risk to Hood County, detention operations, staff, and the public.

Required Narrative Topics

The Proposer shall provide a detailed narrative describing its understanding of the Project and proposed approach to delivering the Hood County Jail Project. Responses should specifically address the following topics:

- Understanding of the Hood County Jail Project goals, operational needs, and long-term objectives.
- Understanding of detention facility operational requirements and secure environment considerations.
- Approach to coordination with Hood County, the Sheriff's Office, detention staff, consultants, and stakeholders.
- Approach to maintaining operational continuity and minimizing disruption to detention operations, if applicable.
- Approach to project phasing, secure access, inmate/staff/public separation, and construction logistics.

- Approach to project budgeting, cost estimating, escalation management, and budget alignment.
- Approach to project scheduling, long-lead procurement, and schedule management.
- Approach to quality assurance and quality control.
- Approach to safety and secure operational coordination.
- Approach to identifying and mitigating project risks.
- Approach to communication, reporting, issue resolution, and decision-making.
- Approach to coordination with Texas detention standards and regulatory requirements.

5. Capacity to Perform **2 page maximum**

The County seeks to evaluate the Proposer's current capacity, available resources, organizational depth, and overall ability to successfully perform and complete the Hood County Jail Project. Proposers shall demonstrate sufficient staffing availability, operational capacity, financial stability, and organizational resources necessary to support the successful delivery of a complex detention and justice-related project.

Required Information

The Proposer shall provide sufficient information demonstrating the firm's current ability and capacity to successfully perform the Project. Responses should include, at a minimum, the following:

- Current organizational workload and active projects.
- Availability of proposed project staff and resources.
- Description of the firm's available support personnel and organizational depth.
- Description of the firm's ability to meet the anticipated project schedule.
- Identification of any known resource constraints or potential conflicts.
- Description of the firm's financial stability and ability to support the Project.
- Bonding capacity and insurance capability.
- Description of the firm's Texas presence and local/regional support resources.
- Description of the firm's ability to maintain continuity of staffing throughout the Project duration.

Required Staffing Availability Matrix

Proposers shall provide a staffing availability matrix identifying the anticipated level of commitment for each proposed key team member assigned to the Hood County Jail Project.

Individual	Role	Current Projects	Estimated Availability	Project Duration Commitment
John Smith	Project Manager	2 Active Projects	75%	Full Project Duration
Jane Doe	Superintendent	1 Active Project	100%	Full Project Duration

6. Price Proposal

The County seeks to evaluate the Proposer's pricing structure, cost transparency, and overall value offered for the Hood County Jail Project. Pricing proposals shall be submitted separately from the technical proposal materials as required by this solicitation. Pricing will be evaluated and scored as part of the County's overall best-value selection process in accordance with Texas Government Code Chapter 2269.

Price Proposal Requirements

The Proposer shall submit a separate sealed Price Proposal containing all required pricing information. The County reserves the right to evaluate pricing based upon completeness, competitiveness, reasonableness, clarity, and overall value to Hood County.

- Total Lump Price for base and alternate project
- Completed CSI Division Pricing Form provided by the County.
- Pricing organized by CSI divisions.
- General Conditions pricing.
- Contractor fee and/or overhead and profit percentage.
- Allowances, exclusions, assumptions, and clarifications.
- Identification of any alternate pricing or voluntary value recommendations.
- Acknowledgment that submitted pricing shall remain valid for the period identified within the solicitation.

CSI Division Pricing Form

The following CSI Division Pricing Form shall be completed and submitted as part of the sealed Price Proposal.

CSI Division	Description	160 Bed Base Proposed Price	40 Bed Alternate Proposed Price
Division 01	General Requirements		
Division 02	Existing Conditions / Demolition		
Division 03	Concrete		
Division 04	Masonry		
Division 05	Metals		
Division 06	Wood, Plastics, and Composites		
Division 07	Thermal and Moisture Protection		
Division 08	Openings		
Division 09	Finishes		
Division 10	Specialties		
Division 11	Equipment		
Division 12	Furnishings		
Division 13	Special Construction		
Division 14	Conveying Equipment		
Division 21	Fire Suppression		
Division 22	Plumbing		
Division 23	HVAC		
Division 26	Electrical		
Division 27	Communications		
Division 28	Electronic Safety & Security		
Division 31	Earthwork		
Division 32	Exterior Improvements		
Division 33	Utilities		

Additional Pricing Requirements

	160 Bed Base Project	40 Bed Alternate
General Conditions		
Contractor Fee / Overhead & Profit		
Allowances		
Alternates		
Total Proposed Price		

I. PAGE FORMATTING REQUIREMENTS

Page limits apply to 8.5” x 11” pages printed on one side only and numbered sequentially. Covers, dividers, and table of contents pages do not count toward the page limit.

- Maximum page size for graphics: 8.5 inches by 11 inches
- Maximum page size for text: 8.5 inches by 11 inches
- Minimum line spacing: 1.5
- Minimum font size: 11 point
- Minimum margins: 1 inch on all sides

J. EVALUATION AND AWARD

1. A review committee will evaluate and score submissions received in accordance with the evaluation criteria set forth in this solicitation. Failure to provide any information requested by this solicitation may result in the submission being deemed non-responsive and removed from further consideration.

2. Evaluation Criteria:

Pass/Fail	Responsiveness
Pass/Fail	Acknowledgments
20 points	Firm Qualifications & Experience
15 points	Individual Qualifications & Experience
20 points	Understanding and Approach to the Project
5 points	Capacity to Perform
35 points	Total Price
5 points	Pricing Transparency
100 points total	

3. Best and Final Offer (BAFO):

Hood County reserves the right at its sole discretion to determine if pursuing BAFO(s) is in the best interest of the County. The County is under no obligation to pursue BAFO(s).

4. Following evaluation and selection, Hood County may enter into discussions with the apparent best-value proposer to finalize contract terms. If an agreement cannot be reached, the County reserves the right to terminate discussions and proceed with another proposer in accordance with applicable law. The final award will be announced at a future date when the contract is executed.

5. Hood County, at its sole discretion, reserves the right to reject any or all Proposals, reject any particular item on a Proposal, and to waive immaterial formalities and to accept the offer that provides the best value to the County.

K. INVOICES AND PAYMENTS

Valid invoices shall be submitted concurrently to the Hood County Auditor, 1402 W. Pearl St., Suite 4, Granbury, Texas 76048, e-mail address smatlock@hoodcounty.texas.gov, and the Architect, with a copy to Kitchell CEM as Owner's Representative, in accordance with A101 Section 5.1.3. Review, certification, administrative routing and Commissioners Court meeting dates shall not extend applicable payment deadlines under Texas Government Code Chapter 2251.

Progress and final payments shall be administered under A101 Article 5 and A201 Article 9, subject to Texas Government Code Chapter 2251. Payment may be made by a method permitted in A101 Section 5.1.1. Contractor shall pay Subcontractors in accordance with A201 Section 9.6 and applicable law. Nothing in this RFP creates a lien against public property or waives lawful payment-bond claims; A201 Section 9.11 governs the Contract Documents' public-works lien and payment-bond treatment.

L. SPECIAL TERMS, CONDITIONS, AND REQUIREMENTS

(In addition to and taking precedence to General Terms, Conditions & Requirements)

1. RFP2026-08 and all other documents related to this request are part of the terms of the contract.

2. **Restriction on Communications:** Except through the Hood County Purchasing Department, respondents shall have no contact regarding this solicitation with any member of the Evaluation Committee, member of the Hood County Commissioners Court, other Hood County officials or employees, or Hood County's architects, engineers, consultants, or their staff from the date of issuance of this solicitation until contract award. Violation of this restriction may result in the respondent's disqualification from further consideration.

3. Prevailing Wages: Contractor and its Subcontractors shall comply with Texas Government Code Chapter 2258 and A201 Section 3.7.6. The wage schedule designated for this Project is General Decision TX20260153, Modification No. 1, published May 18, 2026, Building Construction, Hood County, Texas, included as RFP Attachment F and Agreement Exhibit F. Contractor shall pay covered workers not less than the applicable wage rates and fringe benefits, maintain required payroll records, and submit certified payrolls for Contractor and its Subcontractors weekly, concurrently to the Hood County Auditor and the Architect, with a copy to Kitchell CEM, independently of the monthly payment application, in accordance with A201 Section 3.7.6 and A101 Section 5.1.3. Any replacement wage determination or modification shall be expressly identified by an authorized addendum or Modification to the Contract Documents.

4. **Certificate of Interested Parties:** The awarded firm will be required to complete and file Form 1295 with the Texas Ethics Commission and then submit it to Hood County Purchasing.

5. **Cost of Proposal:** There is no expressed or implied obligation for Hood County to reimburse responding firms for any expenses incurred in preparing proposals or during the selection process in response to this request.

6. **Bid Bond:** No proposal shall be considered unless it is accompanied by an acceptable bidder's bond prior to RFP closing, in an amount not less than **five percent (5%)** of the total amount of the proposal. In the event that the proposer does not execute the contract and provide the required surety bonds within ten (10) calendar days after award of said contract or withdraws its proposal within 60 calendar days after proposals have been opened, the County shall be entitled to retain the proceeds of the bid bond described in this paragraph above. Bid sureties will be returned, upon request, to all but the three highest scoring firms when the initial evaluation is complete. Remaining bid sureties will be returned, upon request, after complete execution of the Contract.

7. **Payment Bond and Performance Bond:** With delivery of the executed contract, within ten (10) calendar days after award and before commencement of the Work, the successful proposer shall furnish and file with the County a payment bond and a performance bond, each in an amount not less than one hundred percent (100%) of the total amount of the contract awarded. The form of the bond shall be as herein provided and the surety shall be acceptable to the County. See also A101 Section 8.5.2 and Section IV of Agreement Exhibit A, Insurance and Bonds. Both bonds shall be furnished before commencement of the Work.

8. **Notice to Proceed and Commencement of Work:** Upon OWNER's receipt of the executed Contract, the required insurance certificates, and surety bonds (performance bond and payment bond), a notice to proceed shall be issued by the Hood County Purchasing Agent identifying the commencement requirements and completion milestones established in A101 Article 3. Commencement shall be determined under A101 Section 3.1, including receipt of the required permit; the Notice to Proceed shall not independently change the Contract Time. The OWNER anticipates issuing the Notice to Proceed in accordance with the Project schedule.

9. **Schedule Submission:** The Contractor shall submit a detailed CPM schedule within fifteen (15) calendar days after receipt of the Notice to Proceed and maintain the schedule throughout construction.

10. **Liquidated Damages:** The Contract Documents will establish liquidated damages for failure to achieve Substantial Completion and/or Final Completion within the required contract time.

11. **Addenda:** Proposers are responsible for obtaining all addenda to the contract documents prior to the proposal receipt time and acknowledging them at the time of proposal receipt in writing or in Bonfire. Proposals that do not acknowledge all applicable addenda may be rejected as non-responsive.

12. **Insurance:** During the term of the contract the contractor and each subcontractor shall, at their own expense, purchase and maintain workers' compensation as required by 28 Texas Administrative Code 110.110(c)(7), commercial general liability insurance and automobile liability insurance naming Hood County as additional insured where appropriate. Certificates of each policy shall be delivered to Hood County before any work is started. Hood County reserves the right to request any other insurance coverage as may be required by each individual project. See Agreement Exhibit A, Insurance and Bonds, for coverage requirements and limits. Builder's Risk procurement, existing-structure coverage and deductibles shall comply with A201 Section 11.2.1 and Agreement Exhibit A, Section II.B.
    Contractor and Subcontractor Employee Policies: Contractor and Subcontractor personnel shall comply with A101 Section 8.7.2 and Agreement Exhibit B, Hood County Jail Security and Access Requirements.

13. **Subcontractors:** Subcontractors will be directed and supervised solely by the Contractor. The Contractor shall require each subcontractor and sub-subcontractor to maintain the applicable coverages and minimum limits specified for subcontractors and sub-subcontractors in Agreement Exhibit A, Section I.C, including employer's liability limits of not less than $500,000 each accident, $500,000 disease policy limit and $500,000 disease each employee. Proposers shall submit the proposed subcontractor list required by Section H, Responses to the RFP. The County reserves the right to request additional subcontractor information before award and to review proposed substitutions after award in accordance with the Contract Documents.

14. **Post Award Requirements:** In addition to the Surety bonds previously detailed, the awarded contractor shall deliver within ten (10) calendar days after award: certificates of insurance, the signed Contract, completed Form 1295 Disclosure of Interested Parties, and any other required documents.

15. **Occupied Facility Requirements:** The jail facility will remain operational throughout construction. The Contractor shall coordinate all work to maintain security, life-safety systems, inmate operations, staff access, and construction access without interruption.

16. Facility Access Requirements: See RFP Attachment C, Hood County Jail Security and Access Requirements, which is Agreement Exhibit B.

M. GENERAL TERMS, CONDITIONS, AND REQUIREMENTS

1. GOVERNING LAW

Proposers shall comply with all applicable federal, state and local laws and regulations. Proposer is further advised that these requirements shall be fully governed and construed by the laws of the State of Texas and that Hood County

may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

2. **JURISDICTION AND VENUE**

The Proposer consents to the personal and subject matter jurisdiction for any legal action regarding any aspect of this Contract in the proper court and venue of Hood County, Texas.

3. **SUBMITTAL OF CONFIDENTIAL MATERIAL**

All responses submitted become the property of Hood County and are subject to the Public Information Act (Texas Government Code Chapter 552). Firms should refrain from submitting documents that contain trade secrets and confidential information. Any material that is to be considered as confidential in nature must be clearly marked as such by the Proposer.

4. **GOVERNING FORMS**

For the awarded construction contract, conflicts among the incorporated Contract Documents shall be resolved under A101 Section 8.7.7. During procurement, questions concerning interpretation shall be submitted through the RFP clarification process, and changes to solicitation requirements shall be issued by authorized addendum. This paragraph does not expand any person's authority to bind the County.

5. **OWNERSHIP**

All plans, prints, designs, concepts, etc., shall become the property of Hood County.

6. **HOLD HARMLESS AGREEMENT**

Indemnification obligations shall be as set forth in the Contract Documents, including the Agreement and General Conditions. By submitting a proposal, the proposer acknowledges that, if awarded, it will be required to comply with those indemnification obligations.

7. **WAIVER OF SUBROGATION**

Waiver of subrogation shall be as provided in the Contract Documents and insurance requirements for the Project.

8. **SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of this contract or these requirements or the specifications and it is hereby declared that such remaining portions would have

been inclusive in these requirements and the specifications as though the invalid portion had been omitted.

9. **TAXES**

Hood County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Hood County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Hood County Purchasing Agent.

10. **SILENCE OF SPECIFICATIONS**

The apparent silence of the specifications regarding any detail, or the apparent omission of a detailed description concerning any point, shall be interpreted as meaning that only material and workmanship of a quality consistent with the Contract Documents and standard industry practice are required. All work shall be complete and suitable for its intended purpose, whether or not every incidental item is specifically described in the Contract Documents.

11. **CONFLICT OF INTEREST**

No public official shall have any interest in this contract, except as permitted by and subject to the disclosure requirements of Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitled C, Chapter 171.

12. **INSPECTIONS**

Hood County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the County.

13. **DISQUALIFICATION OF PROPOSER**

Hood County reserves the right to reject any proposal, remove a proposal from further consideration, or disqualify a proposer if the County determines, in its sole discretion, that the proposer has failed to comply with the requirements of this solicitation or that disqualification is in the best interest of the County.

By submitting a proposal, each proposer certifies that it has not violated state or federal antitrust laws and has not directly or indirectly communicated its proposal, pricing, or proposal strategy to any competitor or other person in a manner that would restrict competition or impair the integrity of the procurement process.

Hood County may waive minor informalities or irregularities that do not affect the competitiveness, fairness, or integrity of the procurement process. Waiver of any informality or irregularity shall not constitute waiver of any other requirement of this solicitation.

14. CHANGES TO CONTRACT

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All requests for changes or modifications to the contract will be made in writing to the Hood County Purchasing Office and then submitted to the Hood County Commissioners' Court for approval.

15. PERMITS

All project related permits, fees, and licenses required by any government entity or agency are the responsibility of the contractor and shall be a part of the proposal.

16. WARRANTIES

The Contractor shall provide all warranties required by the Contract Documents, including manufacturer warranties and any special warranties applicable to the Work. All materials and equipment incorporated into the Project shall be new unless otherwise expressly permitted by the Contract Documents.

17. INTERPRETATIONS, CORRECTIONS, OR CHANGES

Any interpretations, corrections or changes to the Request for Proposal will be considered for award. Proposers taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the proposal. The absence of such a list shall indicate that the Proposer has not taken exceptions and shall hold the Proposer responsible for performing in strict accordance with the specifications on the invitation. Hood County Commissioners' Court reserves the right to accept or reject, any, all, or none of the exception(s) and/or substitution(s) as they deem to be in the best interest of the County.

18. TEXAS HOUSE BILL 89 BOYCOTT OF ISRAEL

To the extent Texas Government Code Chapter 2271 applies to this Contract, the submitting Company (Proposer) verifies, under the provisions of Subtitle F, Title 10, Government Code Chapter 2271, that the Company does not boycott Israel currently; and will not boycott Israel during the term of the contract.
Pursuant to Section 2271.001, Texas Government Code:
"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
For this verification, "Company" has the meaning assigned by Texas Government Code Section 2271.001(2), including the incorporated affiliate provisions and the exclusion of sole proprietorships. Applicability shall be determined under Section 2271.002(a).

19. **TX SENATE BILLS 13 & 19 BOYCOTT OF ENERGY COMPANIES AND DISCRIMINATION AGAINST FIREARM ENTITIES/ASSOCIATIONS**

To the extent each applicable statutory requirement applies to this Contract, the submitting Company verifies, under the provisions of Subtitle F, Title 10, Government Code Chapters 2276 (energy companies) and 2274 (firearm entities and firearm trade associations), that it does not, and will not for the duration of the contract and extensions, boycott energy companies; and does not, and will not for the duration of the contract and extensions, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association.
For the energy-company verification, the definitions, applicability and exceptions in Texas Government Code Sections 2276.001 and 2276.002 apply. For the firearm-industry verification, the definitions, applicability and exceptions in Sections 2274.001 through 2274.003 apply. A Proposer claiming that a verification is inapplicable shall identify the statutory basis and provide supporting information for the County's determination. These verifications apply only to the extent consistent with applicable federal and State law.

20. **PROHIBITION OF CONTRACT WITH CERTAIN COMPANIES**

Proposer/Contractor shall comply with Texas Government Code Sections 2252.151 through 2252.154. By submitting a signed response or entering into this Contract, Proposer/Contractor verifies that it is not a company prohibited from contracting with the County under Section 2252.152. This verification includes the parent companies, subsidiaries and affiliates encompassed by the statutory definition of "company" and is subject to the exception in Section 2252.154. The County shall use the applicable current Texas Comptroller lists when determining eligibility. This verification is made for statutory compliance to the extent consistent with applicable federal and State law.

21. **AMERICANS WITH DISABILITIES ACT and SECTION 504 OF THE REHABILITATION ACT OF 1973 NONDISCRIMINATION STATEMENT**

Hood County does not discriminate against any qualified disabled person solely by reason of his or her disability, exclude from participation in, deny the benefits of, or otherwise subject individuals to discrimination, including discrimination of employment, under any program or activity that receives or benefits from federal financial assistance.

Additionally, Hood County ensures its programs will be conducted, and its facilities operated, in compliance with all non-discriminatory practices and requirements imposed by or pursuant to: 49 Code of Federal Regulations (CFR) Part 27, 28 CFR Part 35 and 42 USC §§ 12101-12213.

22. TITLE VI OF THE CIVIL RIGHTS ACT NONDISCRIMINATION STATUTES

During the performance of this contract/agreement, the contractor/proposer, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statues and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252). (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has
- been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not)
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123), (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions of Address Environmental Justice in Minority Populations and Low-income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

23. **CYBER SECURITY PROVISION**

Except as contemplated by the terms hereof, as required by applicable law, or pursuant to an order entered or subpoena issued by a court of competent jurisdiction ("Applicable Law"), Proposer shall, during the Term and at all times thereafter, keep confidential Hood County's information regarding the Hood County's data and information provided to Proposer by or on behalf of Hood County or learned or developed by Proposer during the course of Proposer's engagement with Hood County. If Proposer believes Proposer is required by Applicable Law to disclose any of the information provided, Proposer shall provide Hood County with prompt notice prior to any disclosure so that Hood County may seek an appropriate protective order or other appropriate remedy. In addition, in such event, Proposer shall reasonably cooperate with Hood County in seeking a protective order or other appropriate remedy.

On demand made at any time by Hood County, and upon the termination of this Agreement, Proposer agrees to return to Hood County and destroy any and all copies (whether physical or electronic) of records, documents, tangible items and/or intangible items, which include any of Hood County's data collected by Proposer in such a manner as to meet General Data Protection Regulation (GDPR) compliance standards. Further, in safeguarding Hood County's data, Proposer agrees to comply fully with the Texas Data Privacy And Security Act (TDPSA). Proposer will communicate these standards to ensure compliance by all agents, employees, and third-party proposers of Proposer who may have access to Hood County's data.

Proposer acknowledges that any breach of the foregoing confidentiality obligations may cause irreparable injury to Hood County. Accordingly, Proposer agrees that Hood County is entitled to relief by way of restraining order or injunction against any breach or continued breach thereof without proof of actual damages or any obligation to post security.

Each Party shall:

- implement appropriate Cyber Security measures and systems and otherwise use every effort reasonably available to maintain its Cyber Security;

- regularly review its Cyber Security arrangements and protocols to verify its application in practice and maintain and keep records evidencing the same;
- use reasonable effort to ensure that any third-party providing services on its behalf in connection with this Contract complies with these terms.
- If a Party becomes aware of a Cyber Security Incident which affects or is likely to affect either Party's Cyber Security, or compromise Hood County' data and/or confidential information, it shall (a) within 12 hours of discovering the Cyber Security Incident notify the other Party; (b) promptly take all steps reasonably necessary to mitigate and/or resolve the Cyber Security Incident; and (c) within 12 hours provide the other Party with details of how of any information it may have which may assist the other Party in mitigating and/or preventing any effects of the Cyber Security Incident.

Hood County shall hold Proposer harmless from all claims, liabilities, damages, including Hood County's costs, payments, and attorney fees which arise as a result of Cyber Security breach or threats that is not a result of Proposer's negligence or willful misconduct.