



Request For Qualifications (RFQ)
for
CONSTRUCTION MANAGER at RISK
New CCEDC Office and Meeting Center

RFQ No.: [2025-2]

Date Issued: September 25, 2025

Submittal Due Date: October 15, 2025

Time Due: 3:00 PM CST

Location: 207 S 3rd St, Copperas Cove, TX 76522

TABLE OF CONTENTS

Table of Contents 2

Introduction 3

Project Information 3

Scope of Services 5

RFQ Schedule 6

Submittal Instructions 6

Evaluation Criteria 10

Administrative & Legal Requirements..... 10

Award of Contract..... 18

CCEDC Contact..... 19

Conflict of Interest Questionnaire 20

Verification of No Boycotting Israel 22

Verification of No Boycotting Energy Companies..... 23

Verification of No Discrimination Against Firearm Entity or Firearm Trade Association 24

1. INTRODUCTION

COPPERAS COVE ECONOMIC DEVELOPMENT CORPORATION (CCEDC”) is soliciting sealed Request for Qualifications; hereinafter referred to as RFQ, to be received by the Executive Director’s Office located at 207 South. 3RD Street, Suite 200, Copperas Cove, Texas 76522. CCEDC’s normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

All STATEMENT OF QUALIFICATIONS (SOQs) will be received until 3:00 p.m. Central Time, on October 15, 2025, shortly thereafter all submitted RFQ’S will be gathered and taken to CCEDC’s Public Meeting Room, to be publicly opened and read aloud. Any SOQ received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any SOQ submitted shall have sufficient time to be received by the Executive Director’s Office prior to the RFQ opening date and time. The receiving time in the Executive Director’s Office will be the governing time for acceptability of the SOQs. SOQs will not be accepted by email, telephone, or facsimile machine. All SOQs must bear original signatures and figures.

2. PROJECT INFORMATION

2.1 PURPOSE

The Copperas Cove Economic Development Corporation (CCEDC) is seeking Statements of Interest and Qualifications from experienced Construction Manager at Risk (CMAR) firms for the delivery of a new 9,000–12,000 square foot CCEDC Office and Meeting Center Building, with an estimated Cost of Work (as defined in Article 7 – Cost of the Work for Construction Phase – AIA contract document A133) of **\$3,000,000 (Three Million US Dollars)**. **The Contract will include a Guaranteed Maximum Price (GMP).**

The selected CMAR will collaborate closely with CCEDC and its design team to provide preconstruction services, including cost estimating, constructability reviews, scheduling, and value engineering. Upon completion of design, the CMAR will assume responsibility for managing construction, including subcontractor procurement, schedule management, quality control, and budget adherence, ensuring successful delivery of the project from concept through completion.

The contract for preconstruction services and for the construction of the new building will be the **AIA Document A133 – 2019 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price**. The contract will also include **AIA Document A201-2007 General Conditions of the Contract for Construction**. Upon reaching an agreement on the GMP the contract will include:

- AIA Document A133-2019, Exhibit A, Guaranteed Maximum Price Amendment
- AIA Document A133-2019, Exhibit B, Insurance and Bonds Amendment

REQUIREMENT FOR RETAINAGE - 10% of each progress payment made prior to Substantial Completion will be withheld as retainage from each Application for Payment.

BONDING REQUIREMENT - The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

- Payment Bond - securing contract performance for the full contract amount.
- Performance Bond - ensuring payment to subcontractors, suppliers, and labor for the full contract amount.

2.2 BACKGROUND

The existing EDC office facility has become too small to meet CCEDC's operational needs. It currently houses all administrative staff and a single meeting room. To address growth and improve functionality, CCEDC has acquired property located at 1802 Patriot Circle, Copperas Cove, TX 76522 (approximately 1 acre), where the new facility will be constructed.

The new building will house administrative offices for CCEDC, provide additional professional office space for lease, and include shared conference and training facilities to support business development and community engagement.



2.3 PROJECT GOALS

The goal of this project is to deliver a facility that meets CCEDC's current and future needs while reflecting the community's values, supporting growth, and ensuring long-term functionality. The following objectives will guide the project from planning through completion:

- 1. Customer Convenience**
 - Provide a facility that is accessible, ADA compliant, and user-friendly.
 - Ensure safe ingress/egress, efficient site circulation, and adequate parking (1.5 spaces per 100 SF).
- 2. Future Growth**
 - Design the site and building systems to allow for future expansion, including potential office, community, or educational spaces.
- 3. Visibility & Image**
 - Create a facility with strong street presence and architectural character that reflects CCEDC's identity and enhances the city's image.
- 4. Site Constraints**
 - Address topography, environmental conditions, zoning, and utility infrastructure during planning.
 - Integrate these requirements into budgets and schedules to minimize risk.

5. Building Requirements

- Provide program areas including offices for 4–6 staff, records, breakroom, training/conference rooms, and two independent office suites (~2,000 SF each).
- Include shared amenities such as a large conference room, smaller meeting room, common restrooms, and break area.

6. Sustainability & Efficiency

- Incorporate sustainable practices, emphasizing energy and water conservation.
- Use durable materials and systems that support long-term efficiency and reduced lifecycle costs.

7. Budget & Delivery

- Establish realistic budgets through accurate cost estimating and GMP development.
 - Deliver the project on schedule, on budget, and with high quality.
-

3. SCOPE OF SERVICES

The selected Construction Manager at Risk (CMAR) will provide comprehensive pre-construction and construction services for the development of the new Copperas Cove Economic Development Corporation (CCEDC) offices and professional office building located at 1802 Patriot Circle, Copperas Cove, TX.

The CMAR will serve as a collaborative partner throughout the project lifecycle, working closely with CCEDC and the design team to ensure the project is delivered on time, within budget, and to the highest quality standards:

1. Pre-Construction Services

- Evaluating the Owner's program, budget, and schedule, and recommending adjustments as needed.
- Conducting regular coordination meetings with the Owner and Architect.
- Reviewing design documents for constructability, site use, material selections, and cost-saving opportunities.
- Preparing and updating cost estimates at each design phase and advising on budget compliance.
- Developing and maintaining a detailed project schedule, including procurement of long-lead items.
- Assisting with bidder interest, procurement planning, and subcontractor engagement.
- Providing recommendations on sustainability, project phasing, and risk management.
- Delivering a staffing plan for preconstruction services and ensuring compliance with applicable laws and codes.

2. Guaranteed Maximum Price Proposal

- A complete cost of the work estimate, contingency, and fee.
- A written statement of basis, including drawings/specifications, clarifications, allowances, completion date, and acceptance deadline.
- Meetings with the Owner and Architect to review and adjust the proposal as needed.

- Execution of a Guaranteed Maximum Price Amendment upon Owner acceptance.
- Inclusion of applicable taxes and compliance with all agreed assumptions and clarifications.

3. Construction Services

- Begin work upon execution of the GMP Amendment (or earlier by written agreement).
- Coordinate and lead construction meetings, providing schedules, meeting minutes, and regular updates.
- Submit monthly progress reports and maintain detailed daily logs of site activity, workforce, and conditions.
- Implement a cost-control system to monitor expenditures, track variances, and report regularly to the Owner and Architect.
- Serve as the general contractor during construction, holding all trade contracts.
- Maintain site safety and compliance with OSHA and local regulations.

4. Project Closeout

- Deliver warranties and operations manuals.
- Assist with final inspections and occupancy approvals.
- Provide training to CCEDC staff on building systems and maintenance procedures.
- Ensure completion of punch list items and final project reconciliation.

4. RFQ SCHEDULE

The anticipated RFQ schedule is as follows:

RFQ Issued:	September 24, 2025
Deadline for Questions:	October 7, 2025, at 12:00 pm CST
RFQ Submittal Deadline:	October 15, 2025
Evaluation of Submittals:	October 16, 2025
Interviews (if required):	October 21, 2025
Contract Awarded:	October 22, 2025

5. SUBMITTAL INSTRUCTIONS

5.1 RFQ RESPONSE

To be considered for selection, respondents must submit a complete response to this RFQ. One (1) original and five (5) copies of each proposal must be submitted to Copperas Cove Economic Development Corporation (CCEDC), the issuing agency. In addition, a USB with a PDF file of the response must be provided. No other distribution of the proposal shall be made by the proposer.

5.2 PROPOSAL PREPARATION

Qualifications shall be signed by an authorized representative of the proposer. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency (CCEDC) requiring prompt submission of missing information and/or giving a lower evaluation of the proposal. Qualifications that are substantially incomplete or lack key information may be rejected by the purchasing agency.

Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation. Qualifications should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFQ. Emphasis should be placed on completeness and clarity of content.

Qualifications should be organized in the order in which the requirements are presented in the RFQ. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFQ. It is also helpful to cite the paragraph number, sub-letter, and repeat the text of the requirement as it appears in the RFQ. If a response covers more than one page, the paragraph number and sub-letter should be repeated at the top of the next page.

The proposal should contain a table of contents which cross-references the RFQ requirements. Information the proposer desires to present that does not fall within any of the requirements of the RFQ should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Qualifications that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFQ requirements are specifically addressed.

As used in this RFQ, the terms *must*, *shall*, *should*, and *may* identify the criticality of requirements. *Must* and *shall* identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as *should* or *may* are highly desirable, although their absence will not have a large impact. They would be useful but are not necessary. Depending on the overall response to the RFQ, some individual *must* and *shall* items may not be fully satisfied, but it is the intent to satisfy most, if not all, *must* and *shall* requirements. The inability of a proposer to satisfy a *must* or *shall* requirement does not automatically remove that proposer from consideration; however, it may seriously affect the overall rating of the proposer's submission.

Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

5.3 ORAL PRESENTATION

Proposers who submit a proposal in response to this RFQ may be required to give an oral presentation of their proposal to the committee. This provides an opportunity for the proposer to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are at the option of the purchasing agency and may or may not be conducted.

5.4 SPECIFIC PROPOSAL INSTRUCTIONS

Qualifications should be as thorough and detailed as possible so that CCEDC may properly evaluate your capabilities to provide Construction Manager at Risk (CMAR) services for the development of a professional office building. Each proposal must include the following, in the order listed below (maximum 30 pages, excluding required forms and appendices):

1. Cover Letter
2. Firm Information
3. Relevant Experience
4. Project Approach and Schedule
5. Project Team
6. Insurance, Bonding, and Contract Statement
7. Litigation and Regulatory History
8. Safety Record
9. Financial Stability

Required Forms (not included in page count):

- Conflict of Interest Questionnaire
- Verification of No Boycotting Israel
- Verification of No Boycott Energy Companies
- Verification of No Discrimination Against Firearm Entity or Firearm Trade Association

5.5 PROPOSAL INSTRUCTION EXPANDED

Responses shall be **organized in the order above** and limited to **20 pages maximum** (excluding required forms, appendices, and cover materials):

1. **Cover Letter**
 - Briefly summarize the firm's interest in the project, understanding of the scope, and unique qualifications.
 - Identify the primary point of contact with phone number and email address.
2. **Firm Information**
 - Legal name, business address, and telephone number.
 - Firm ownership and legal structure (corporation, partnership, LLC, etc.).
 - Location of the office(s) where preconstruction and construction services will be managed.
 - Description of the firm, including:
 - Principals and leadership structure.
 - Number of employees by discipline.
 - Longevity in business and overall client base.
 - Areas of specialization and expertise.
 - Demonstrated financial stability, including bonding capacity sufficient for this project.
3. **Relevant Experience**
 - Provide recent experience with Construction Manager at Risk (CMAR) delivery for office buildings or comparable commercial facilities.

- Highlight successful examples of preconstruction services, GMP development, cost estimating, value engineering, constructability reviews, subcontractor management, quality control, and schedule management.
- Describe the firm's track record in completing projects within a GMP structure while maintaining budget discipline and quality.

4. Project Approach and Schedule

- Describe the methodology for delivering CMAR services on this project, including:
 - Preconstruction services (cost estimating, GMP development, value engineering).
 - Subcontractor procurement approach.
 - Budget management and cost tracking.
 - Quality control and safety management.
 - Strategies for maintaining or accelerating the schedule.
- Provide a preliminary project schedule outlining key milestones for preconstruction, GMP development, construction, and closeout.
- Identify any innovations, alternative methods, or added services that could enhance value, improve cost control, or reduce delivery time.

5. Project Team

- Provide an organizational chart identifying the Construction Manager, Project Manager, Superintendent, key personnel, and any consultants assigned to the project.
- Include summaries of roles, responsibilities, qualifications, licenses, certifications, safety credentials, education, and years of experience.
- Identify the individual who will serve as the primary CMAR Project Manager and describe their experience with GMP development and office building delivery.
- Do not list staff not directly assigned to the project. If multiple managers or teams are proposed, explain why and how they will be integrated.
- Provide specific experience of the proposed Project Manager and Superintendent with CMAR office building projects, including GMP negotiations, subcontractor coordination, and cost/schedule management.

6. Insurance, Bonding, and Contract Statement

- Provide a statement acknowledging review of and willingness to comply with:
 - Appendix A – Standard Clauses for CCEDC Contracts.
 - Appendix B – Minimum Insurance Standards for CCEDC Contracts.
- Provide evidence of bonding capacity sufficient to cover the size and scope of this project.

7. Litigation and Regulatory History

- List any lawsuits, administrative claims, or regulatory fines in which the firm has been involved within the past five (5) years.
- Include OSHA violations, Department of Labor findings, or similar regulatory actions.

8. Safety Record

- Provide the firm's Experience Modification Rate (EMR) for the last three years.
- Include OSHA recordable incident rates and lost time accident rates.
- Summarize the firm's safety program, training requirements, and safety culture initiatives.

9. Financial Stability

- Provide evidence of financial capacity to successfully complete the project under a GMP contract.
- Include bonding letter, credit references, or other relevant documentation.

6. EVALUATION CRITERIA

Requests for Qualifications will be evaluated based on the criteria below, by the Copperas Cove Economic Development Corporation's Executive Director and both the Building Committee and Copperas Cove municipal representative.

EVALUATION CRITERIA	EVALUATION FOCUS	POINTS AVAILABLE
Firm Qualifications & Stability	Firm profile, ownership, structure, offices, specialization, financial capacity, bonding, litigation, safety record.	20
Relevant CMAR Experience	CMAR delivery experience with office/commercial projects, preconstruction services, GMP development, value engineering, constructability review, subcontractor management, quality, and schedule success.	25
Project Approach & Schedule	Methodology for CMAR services (preconstruction, GMP, procurement, cost/schedule control, safety). Preliminary schedule and innovations/value-added strategies.	25
Project Team & Personnel	Experience and qualifications of Project Manager, Superintendent, and key staff. CMAR/GMP expertise, roles, responsibilities, certifications, safety credentials.	20
Safety & Risk Management	EMR, OSHA recordables, lost-time rates, safety program, training, compliance with insurance/bonding.	10

7. ADMINISTRATIVE & LEGAL REQUIREMENTS

7.1 RIGHT TO REJECT / AWARD

CCEDC reserves the right to reject any or all RFQs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to CCEDC.

7.2 ASSIGNMENT

Respondents are advised that CCEDC shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFQ, in whole or in part, to a third party without the written approval of CCEDC.

7.3 AWARD

Respondents are advised that the CCEDC is soliciting RFQs, and award shall be made to the respondent that, in the opinion of CCEDC, is the best qualified.

7.4 NUMBER OF CONTRACTS

CCEDC reserves the right to award one contract or no contract in response to this RFQ.

7.5 STATUTORY REQUIREMENTS

It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders, and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder. Such requirements shall apply to the contract throughout and will be deemed to be included in the contract as though written out in full in the contract documents.

7.6 ALTERATIONS / AMENDMENTS TO RFQ

The RFQ cannot be altered or amended after opening time. Alterations made before opening time must be initialed by respondents guaranteeing authenticity. No RFQ may be withdrawn after opening time without acceptable reason in writing and only after approval by CCEDC.

7.7 LIST OF EXCEPTIONS

The respondent shall attach to his/her RFQ a list of any exceptions to the specifications/requirements.

7.8 PAYMENT

CCEDC will execute payment by mail in accordance with the State of Texas Pay Law, after services have been completed, introduced to CCEDC, and found to meet CCEDC's specifications/requirements. No other method of payment will be considered.

7.8 SYNONYM

Where in this solicitation package *Construction Manager at Risk (CMAR) Services for New Professional Office Building* is used, its meaning shall refer to the request for *Pre-Construction and Construction Phase Services for the New CCEDC Professional Office Building* as specified.

7.9 RESPONDENT'S EMPLOYEES

Neither the respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of CCEDC. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. CCEDC shall have the right of inspection of said undertakings at any time.

7.10 INDEMNIFICATION CLAUSE

The respondent agrees to indemnify and save harmless CCEDC from all suits and actions of every nature and description brought against them, or any of them, for or on account of the use of patented appliances, products, or processes. The respondent shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products, or processes are used.

7.11 INTERPRETATIONS

Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFQ. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by CCEDC in accordance with paragraph entitled *"Addenda and Modifications."*

7.12 VERBAL THREATS

Any threats made to any employee of CCEDC, be it verbal or written, to discontinue providing of items/material/services for whatever reason and/or reasons shall be considered a breach of contract and CCEDC will immediately sever the contract with the Respondent/Consultant on contract.

7.13 CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the Respondent should be clearly noted on the pages where confidential information is contained; however, CCEDC cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

7.14 PAST PERFORMANCE

Respondent's past performance shall be taken into consideration in the evaluation of RFQ submittal.

7.15 JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Coryell County, Texas.

7.16 RIGHT TO AUDIT

CCEDC reserves the right to audit the vendor's books and records relating to the performance of this contract. CCEDC, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract.

If such an audit shall disclose overpayment by CCEDC to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the CCEDC. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

7.17 VENUE

The parties agree that the venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Coryell County, Texas.

7.18 CONFLICT OF INTEREST

Chapter 176 of the Texas Local Government Code Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity.

By law, this questionnaire must be filed with the records administrator of the Copperas Cove Economic Development Corporation not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ visit the Texas Ethics Commission web page at: <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offense under chapter 176 is a class "C" misdemeanor.

7.19 RIGHT TO ASSURANCES

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

7.19.A ANTI-BOYCOTT VERIFICATION

To the extent any Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Vendor represents that neither the Vendor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Contractor (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

7.19.B IRAN, SUDAN, FOREIGN TERRORIST ORGANIZATIONS

To the extent any Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with

Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, the Vendor represents that neither the Vendor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Vendor is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

7.19.C NO DISCRIMINATION AGAINST FOSSIL-FUEL COMPANIES

To the extent any Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the EDC to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law.

As used in the foregoing verification, “boycott energy companies” shall mean, without an ordinary business purpose, 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 with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
(b) does business with a company described by (a) above.

7.19.D NO DISCRIMINATION AGAINST FIREARM ENTITIES AND FIREARM TRADE ASSOCIATIONS

To the extent any Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the EDC to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. For further definitions of terms used in the statute, please see Section 2274.002, Texas Government Code.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

7.20 ETHICAL STANDARD

No CCEDC official or employee shall have interest in any contract resulting from this bid.

The following forms must be completed with your bid response:

- Conflict of Interest Questionnaire
- Anti-Boycott Verification Form
- Fossil Fuels Verification Form
- Firearm Companies Verification Form

The forms stated above **MUST** be returned as part of your response. Failure to include these forms may result in your RFQ being considered unresponsive and therefore disqualified. Sample copies of these forms are included in the RFQ.

FORM 1295 (CERTIFICATE OF INTERESTED PARTIES) is not required with the RFQ submittal but will be required from the awarded party before entering into a contract with the Copperas Cove Economic Development Corporation.

7.21 CONFIDENTIALITY OF INFORMATION AND SECURITY

Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract, the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of CCEDC, and any applicable federal laws and regulations relating to confidentiality.

7.22 TERMINATION OF CONTRACT

CCEDC reserves the right to terminate the contract as per AIA Document A133 - Article 13 – TERMINATION OR SUSPENSION. Termination Prior to Execution of the GMP shall comply with section 13.1. Termination or Suspension Following Execution of GMP Amendment shall comply with section 13.2. Termination can be with cause or at the Owner's convenience.

7.23 RESPONSE DEADLINE

Responses to the RFQ must be addressed to Executive Director, Copperas Cove Economic Development Corporation, by **October 15, 2025 until 3:00 p.m.** for consideration.

An original and five (5) complete sets of the response must be submitted no later than this date and time in a sealed envelope indicating that its contents are in response to the RFQ for:

“CMAR Services for the New EDC Offices and Meeting Center”

In addition, a USB with a PDF file of response must be provided. Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

Hand Delivered, Land Courier, and Regular Mail:
Copperas Cove Economic Development Corporation
c/o Executive Director
207 S. 3rd Street, Suite 200
Copperas Cove, TX 76522

7.24 ADDENDA AND MODIFICATIONS

Any changes, additions, or clarifications to the RFQ are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFQ or other documents may request an interpretation from the Building Committee.

At the request of the respondent, or in the event CCEDC deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents.

All Addenda issued in respect to this RFQ shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding.

It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their SOQ Submittal.

Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by CCEDC and as such are made part of the original solicitation documents.

Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. CCEDC may issue a written addendum no later than five calendar days prior to the date bids must be received.

Addendums are available online at:

www.coveedc.com/business/projectandrfp

7.25 SOQ PREPARATION COSTS

The CCEDC shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of an SOQ or for any work performed prior to execution of contract.

7.26 EQUAL EMPLOYMENT OPPORTUNITY

Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

7.27 AUTHORIZATION TO BIND RESPONDENT TO SOQ

SOQs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your SOQ. Person signing SOQ must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information.

The legal status of the Respondent — whether corporation, partnership, or individual — shall also be stated in the SOQ.

- **Corporation:** A corporation shall execute the SOQ by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated.
- **Partnership:** A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the SOQ.
- **Individual/Partnership:** Partnership and Individual Respondent shall state in the SOQ the names and addresses of all persons with a vested interest therein.

The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

7.28 CONFIDENTIAL INFORMATION

Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

7.29 INSURANCE & BOND REQUIREMENTS

The following insurance requirements will be included in all CCEDC contracts of \$15,000 or more. The successful respondent will be required to carry the following insurance coverage and limits of coverage, as well as list CCEDC as an additional insured to liability coverage as requested by CCEDC.

In addition, the successful bidder shall provide CCEDC with evidence of coverage and furnish acceptable proof of payment of insurance premiums. The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.

MINIMUM INSURANCE REQUIREMENTS	
TYPE OF COVERAGE	LIMITS OF LIABILITY
Worker's Compensation	Statutory Coverage
Employer's Liability: Bodily Injury by Accident	\$100,000 each accident
Employer's Liability: Bodily Injury by Disease	\$100,000 each employee / \$500,000 policy limit
Comprehensive General Liability: Bodily Injury	\$250,000 each person / \$500,000 each occurrence
Comprehensive General Liability: Property Damage	\$100,000 each occurrence / \$100,000 aggregate OR \$500,000 combined single limit
Comprehensive Auto Liability: Bodily Injury	\$100,000 each person/\$500,000 each occurrence
Comprehensive Auto Liability: Property Damage	\$100,000 each occurrence/ \$100,000 aggregate or \$500,000 combined single limits
EDC's Protective Liability: Bodily Injury	\$250,000 each person / \$500,000 each occurrence

MINIMUM INSURANCE REQUIREMENTS	
TYPE OF COVERAGE	LIMITS OF LIABILITY
EDC's Protective Liability: Property Damage	\$100,000 each occurrence / \$100,000 aggregate OR \$500,000 combined single limits

Policies must name the Copperas Cove Economic Development Corporation as an Additional Named Insured. Certificates of insurance naming CCEDC as an additional insured shall be submitted to CCEDC for approval prior to any services being performed by Contractor.

Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to CCEDC prior to the cancellation of any such coverage on the termination date, or otherwise.

This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to CCEDC. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

The selected respondent shall provide evidence of bonds as outlined below (Bonds shall be issued by a licensed surety company, in the full contract amount):

- **Performance Bond** – securing contract performance.
- **Payment Bond** – ensuring payment to subcontractors, suppliers, and labor.

8. AWARD OF CONTRACT

CCEDC may select one (1) firm to provide Construction Manager at Risk (CMAR) services based on this evaluation, or it may choose to follow up with an interview on October 21, 2025, if necessary. This process will result in the selection of a CMAR firm to provide services for the construction of the professional office building.

CCEDC reserves the right to reject any and all SOQs for any reason whatsoever. CCEDC may waive informalities or irregularities in the SOQs received where such is merely a matter of form and not substance, and the correction or waiver thereof is deemed by CCEDC not prejudicial to other SOQs.

Selection shall be made of the respondent deemed to be fully qualified and best suited among those submitting qualifications on the basis of the evaluation factors included in the Request for Qualifications. Negotiations shall be conducted with the proposer so selected.

After negotiations have been conducted, CCEDC shall select the respondent which, in its opinion, has made the best proposal and shall award the CMAR contract to that respondent. CCEDC may cancel this Request for Qualifications or reject qualifications at any time prior to an award and is not required to furnish a statement of the reasons why a particular SOQ was not deemed the most advantageous.

Should CCEDC determine in writing and in its sole discretion that only one respondent is fully qualified, or that one respondent is clearly more highly qualified than the others under consideration, a CMAR contract may be negotiated and awarded to that respondent.

The award document will be **AIA Document A133 – 2019 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.** This document will incorporate by reference all the requirements, terms, and conditions of the solicitation and the contractor's proposed fees as negotiated. After the selection of the most qualified firm, the scope of pre-construction and construction services, the fee structure, and the process for establishing the Guaranteed Maximum Price (GMP) will be submitted to the CCEDC Board for approval.

If CCEDC and the selected firm cannot successfully negotiate an agreement, then CCEDC will enter into negotiations with the next best qualified firm on the evaluation rating list.

9. CCEDC CONTACT

If you should have any questions regarding the preparation of the RFQ contact Fred Welch, Executive Director Copperas Cove EDC, fwelch@coveedc.com or phone 254-547-7874

Responses to the RFQ must be addressed to Executive Director's Office, Copperas Cove Economic Development Corporation, and received at CCEDC's offices 207 South 3rd Street, Copperas Cove, TX 76522 by October 15, 2025 no later than 3:00 pm. Six (6) complete sets of the response no larger than 30 bound pages must be submitted no later than this date and time. The SOQ is to be placed in a sealed envelope indicating that its contents are in response to the Request for Qualifications for the CMAR Services for New EDC Offices and Meeting Center.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM For vendor doing business with local governmental entity

IQ

C**OFFICE USE ONLY**

Date Received

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

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

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

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

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

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

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

Name of Officer

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

- A) A local government officer shall file a conflicts disclosure statement with respect to a vendor if
 - a. the vendor:
 - i. has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - 1. a contract between the local governmental entity and vendor has been executed; or
 - 2. the local governmental entity is considering entering into a contract with the vendor;
 - ii. has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - 1. a contract between the local governmental entity and vendor has been executed; or
 - 2. the local governmental entity is considering entering into a contract with the vendor.

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

- A) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
 - a. has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
 - b. has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
 - c. has a family relationship with a local government officer of that local governmental entity.
- B) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
 - a. the date that the vendor:
 - i. begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - ii. submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
 - b. the date the vendor becomes aware:
 - i. of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

- ii. that the vendor has given one or more gifts described by Subsection (a); or
- iii. of a family relationship with a local government officer.

VERIFICATION OF NO BOYCOTTING ISRAEL

I, _____, the undersigned representative of

_____, (Company or Business name) (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

1) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Pursuant to Section 2270.001, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

SIGNATURE OF COMPANY REPRESENTATIVE:

TYPE/PRINT NAME AND TITLE:

DATE:

VERIFICATION OF NO BOYCOTT ENERGY COMPANIES

I, _____, the undersigned representative of

_____, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named- above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

- 1) does not boycott energy companies and;**
- 2) will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

- 1. "Boycott energy company has the meaning assigned by Section 809.001; and*
- 2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.*

SIGNATURE OF COMPANY REPRESENTATIVE:

TYPE/PRINT NAME AND TITLE:

DATE:

**VERIFICATION OF NO DISCRIMINATION AGAINST
FIREARM ENTITY OR FIREARM TRADE
ASSOCIATION**

I, _____ the undersigned representative of

_____, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named- above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

- 1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,**
- 2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.**

Pursuant to Section 2274.001, Texas Government Code:

- 1) "Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*
- 2) "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*
- 3) "Discriminate against a firearm entity or firearm trade association":*
 - a. means, with respect to the entity or association, to:*
 - i. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
 - ii. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
 - iii. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
 - b. does not include:*
 - i. the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
 - ii. a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
 - 1. to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or*
 - 2. for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.*
- 4) "Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*
- 5) "Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted*

on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.

- 6) *"Firearm entity" means:*
- a. firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and*
 - b. a sport shooting range as defined by Section 250.001, Local Government Code.*
- 7) *"Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:*
- a. is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;*
 - b. has two or more firearm entities as members; and*
 - c. is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.*

SIGNATURE OF COMPANY REPRESENTATIVE:

TYPE/PRINT NAME AND TITLE:

DATE: