



COLLIN COUNTY

Office of the Purchasing Agent
2300 Bloomdale Road
Suite 3160
McKinney, Texas 75071
www.collincountytx.gov

COLLIN COUNTY, TEXAS

ADDENDUM No. One (1)

RFQ No. 2020-225

INVITATION FOR BID

FOR

PROFESSIONAL SERVICES, MECHANICAL, ELECTRICAL, AND PLUMBING (MEP)
ENGINEERING SERVICES

DATE: APRIL 20, 2020

NOTICE TO ALL PROSPECTIVE BIDDERS:

PLEASE MAKE THE FOLLOWING CHANGES TO THE INVITATION FOR BID:

DELETE DOCUMENT: TERMS OF CONTRACT – REVISED 3/1/2019

REPLACE WITH: TERMS OF CONTRACT – REVISED 3/25/2020

DELETE DOCUMENT: INFORMATION REGARDING CONFLICT OF INTEREST
QUESTIONNAIRE

REPLACE WITH: INFORMATION REGARDING CONFLICT OF INTEREST
QUESTIONNAIRE REVISION 1

ADD ATTRIBUTE: #14-SOLICITATION SUBMITTALS

ADD ATTRIBUTE: #15-ADDENDUM No. 1 ACKNOWLEDGEMENT

DELETE DOCUMENT: MANUAL SUBMITTAL DOCUMENT

REPLACE WITH: MANUAL SUBMITTAL DOCUMENT ADDENDUM 1

ALL OTHER TERMS AND CONDITIONS OF THE BID AND SPECIFICATIONS REMAIN THE SAME.

SINCERELY,
MICHALYN RAINS, CPPO, CPPB
PURCHASING AGENT

JDG

2.0 TERMS OF CONTRACT

- 2.1 Any resulting contract resulting from an accepted Statement of Qualifications shall be in the form of Collin County's standard Architects/Engineers agreement. No different or additional terms will become part of this contract with the exception of an Amendment.
- 2.2 No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Amendments to the contract will be made in writing by Collin County Purchasing Agent.
- 2.3 No public official shall have interest in the contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.
- 2.4 The Provider shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County Employees.
- 2.5 Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.
- 2.6 Statements must comply with all federal, state, county and local laws concerning the type(s) of product(s)/service(s)/equipment/project(s) contracted for, and the fulfillment of all ADA (Americans with Disabilities Act) requirements.
- 2.7 All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture. Obsolete products, including products or any parts not compatible with existing hardware/software configurations will not be accepted.
- 2.8 Provider shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all sub-contractors to insure that Collin County maintains a drug-free work place.
- 2.9 Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Provider's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Provider, or of any agent, employee, subcontractor or supplier of Provider in the execution of, or performance under, any contract which may result from an award. Provider shall pay in full any judgment with costs, including attorneys' fees and expenses which are rendered against Collin County and/or participating entities arising out of such breach, act, error, omission and/or fault.
- 2.10 Expenses for Enforcement. In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.
- 2.11 The contract shall remain in effect until any of the following occurs: delivery of product(s) and/or completion and acceptance by Collin County of product(s) and/or service(s), contract expires or is terminated by either party with thirty (30) days written notice prior to cancellation and notice must state therein the reasons for such cancellation. Collin County reserves the right to terminate the contract immediately in the event the Provider fails to meet delivery or completion schedules, or otherwise perform in accordance with the specifications. Breach of contract or default authorizes

the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Provider.

- 2.12 Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.
- 2.13 Provider shall notify the Purchasing Department immediately if delivery/completion schedule cannot be met. If delay is foreseen, the Provider shall give written notice to the Purchasing Agent. The County has the right to extend delivery/completion time if reason appears valid.
- 2.14 Collin County shall generate a purchase order(s) to the Provider and the purchase order number must appear on all itemized invoices. Collin County will not be responsible for any services rendered without a valid purchase order number.
- 2.15 Invoices shall be mailed directly to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. All invoices shall show:
 - 2.15.1 Collin County Purchase Order Number;
 - 2.15.2 Provider's Name, Address and Tax Identification Number;
 - 2.15.3 Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.
- 2.16 Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.
- 2.17 All warranties shall be stated as required in the Uniform Commercial Code.
- 2.18 The Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.19 The Provider agrees to protect Collin County from any claims involving infringements of patents and/or copyrights.
- 2.20 The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Collin County, Texas.
- 2.21 The Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.
- 2.22 The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.
- 2.23 Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Provider for purposes of solicitation. As exception, Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.
- 2.24 The Provider understands, acknowledges and agrees that if the Provider sub-contracts with a third party for services and/or material, the primary Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Provider and the third

party, including any payment dispute, will be promptly remedied by the primary Provider. Failure to promptly render a remedy or to make prompt payment to the third party (sub-contractor) may result in the withholding of funds from the primary Provider by Collin County for any payments owed to the third party.

- 2.25 Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by the Collin County Homeland Security prior to access being granted to Collin County. Upon request, Provider shall provide list of individuals to Collin County Purchasing Department within five (5) working days.
- 2.26 Non-Disclosure Agreement: When applicable, Provider shall be required to sign a non-disclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by Provider, except as provided in the contract/agreement, may cause serious harm or damage to Collin County. Therefore, Provider agrees that Provider will not use the information furnished for any purpose other than that stated in contract/agreement, and agrees that Provider will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible transaction. This agreement shall be binding upon Collin County and Provider, and upon the directors, officers, employees and agents of each.
- 2.27 Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must be legally eligible to work in the United States of America.
- 2.28 Certification of Eligibility: This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a statement in response to this solicitation, the Provider certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of statement submission and time of award, the Provider will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.
- 2.29 Notice to Providers delivering goods or performing services within the Collin County Detention Facility: The Collin County Detention Facility houses persons who have been charged with and/or convicted of serious criminal offenses. When entering the Detention Facility, you could: (1) hear obscene or graphic language; (2) view partially clothed male inmates; (3) be subjected to verbal abuse or taunting; (4) risk physical altercations or physical contact, which could be minimal or possibly serious; (5) be exposed to communicable or infectious diseases; (6) be temporarily detained or prevented from immediately leaving the Detention Facility in the case of an emergency or "lockdown"; and (7) subjected to a search of your person or property. While the Collin County Sheriff's Office takes every reasonable precaution to protect the safety of visitors to the Detention Facility, because of the inherently dangerous nature of a Detention Facility and the type of the persons incarcerated therein, please be advised of the possibility of such situations exist and you should carefully consider such risks when entering the Detention Facility. By entering the Collin County Detention Facility, you acknowledge that you are aware of such potential risks and willingly and knowingly choose to enter the Collin County Detention Facility.
- 2.30 Delays and Extensions of Time when applicable:
- 2.30.1 If the Provider is delayed at any time in the commence or progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Provider's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Owner or Architect/Engineer determines may

justify delay, then the Contract Time shall be extended by Amendment for such reasonable time as the Owner/Architect/Engineer may determine.

- 2.30.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction.
- 2.31 Disclosure of Certain Relationships: Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.
- 2.32 Disclosure of Interested Parties: Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after January 1, 2016.
- 2.33 Vendors/Contractors/Providers must be in compliance with the provisions of Section 2252.152 and Section 2252.153 of the Texas Government Code which states, in part, contracts with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations are prohibited. A governmental entity may not enter into a contract with a company that is listed on the Comptroller of the State of Texas website identified under Section 806.051, Section 807.051 or Section 2253.253 which do business with Iran, Sudan or any Foreign Terrorist Organization. This Act is effective September 1, 2017.
- 2.34 Force Majeure: Neither party shall be held responsible for any delay or failure in performance (other than payment obligations) to the extent that such delay or failure is caused, without limitation, including, acts of God or the public enemy, fires, floods, earthquakes, hurricanes, failure of transportation, explosion, war, epidemics, quarantine restrictions, strikes, freight embargoes, government regulation, civil or military authority, acts or omissions of carriers or other similar causes beyond its control.

NOTE: All other terms and conditions (i.e. Insurance Requirements, Bond Requirements, etc.) shall be stated in the individual Solicitation documents as Special Terms, Conditions and Specifications.

INFORMATION REGARDING **CONFLICT OF INTEREST QUESTIONNAIRE**

During the 79th Legislative Session, House Bill 914 was signed into law effective September 1, 2015, which added Chapter 176 to the Texas Local Government Code. Recent changes have been made to Chapter 176 pursuant to HB23, which passed the 84th Legislative Session. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with Collin County, including family, business, and financial relationships such persons may have with Collin County officers or employees involved in the planning, recommending, selecting and contracting of a vendor for this procurement.

For a copy of Form CIQ and CIS:

http://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

The vendor acknowledges by doing business or seeking to do business with Collin County that he/she has been notified of the requirements under Chapter 176 of the Texas Local Government Code and that he/she is solely responsible for complying with the terms and conditions therein. Furthermore, any individual or business entity seeking to do business with Collin County who does not comply with this practice may risk award consideration of any County contract.

For a listing of current Collin County Officers:

<http://www.collincountytexas.gov/government/Pages/officials.aspx>

The following County employees will be involved in the planning, recommending, selecting, and contracting for the attached procurement:

Department/Evaluation Team:

Bill Bilyeu – County Administrator
Bill Burke – Director of Building Projects
Rick Monk – Director of Facilities
Laszlo Vadasz – Facilities Superintendent

Purchasing:

Michalyn Rains, CPPO, CPPB – Purchasing Agent
Michelle Charnoski, CPPB – Asst. Purchasing Agent
J. D. Griffin, CPPB – Buyer II

Commissioners' Court:

Chris Hill – County Judge
Susan Fletcher – Commissioner Precinct No. 1
Cheryl Williams – Commissioner Precinct No. 2
Darrell Hale – Commissioner Precinct No. 3
Duncan Webb – Commissioner Precinct No. 4



Collin County Purchasing

2020-225 Addendum 1

Professional Services, Mechanical, Electrical, and Plumbing (MEP) Engineering Services

Issue Date: 4/7/2020

Questions Deadline: 4/24/2020 02:00 PM (CT)

Response Deadline: 4/30/2020 02:00 PM (CT)

Collin County Purchasing

Contact Information

Contact: JD Griffin, CPPB Buyer II

Address: Purchasing

Admin. Building

Ste.3160

2300 Bloomdale Rd.

Ste. 3160

McKinney, TX 75071

Phone: (972) 548-4116

Fax: (972) 548-4694

Email: jgriffin@co.collin.tx.us

Event Information

Number: 2020-225 Addendum 1
Title: Professional Services, Mechanical, Electrical, and Plumbing (MEP) Engineering Services
Type: Request for Qualifications
Issue Date: 4/7/2020
Question Deadline: 4/24/2020 02:00 PM (CT)
Response Deadline: 4/30/2020 02:00 PM (CT)
Notes: Please log in to view RFQ documents.

Ship To Information

Address: See Purchase Order
McKinney, TX 75071

Billing Information

Address: Auditor
Admin. Building
Ste. 3100
2300 Bloomdale Rd.
Ste. 3100
McKinney, TX 75071

Bid Attachments

Addendum 1_2020-225.doc

Addendum 1

[View Online](#)

Terms_of_Contract_Qualifications_-_3.25.20.docx

Terms of Contract - Qualifications

[View Online](#)

HB23 CIQ_Rev. 1.docx

Information Regarding Conflict of Interest Questionnaire Revision 1

[View Online](#)

LEGAL_NOTICE_2020-225.doc

Legal Notice

[Download](#)

General_Instructions_Qualifications.docx

General Instructions Qualifications

[View Online](#)

RFQ 2020-225.doc

RFQ Specifications

[View Online](#)

Attachment A-Sample ESA.docx

Attachment A-Sample ESA

[View Online](#)

CIQ_113015.pdf

Conflict of Interest Questionnaire

[View Online](#)

W9_2014.pdf

W-9

[View Online](#)

Requested Attachments

Qualification Statement

(Attachment required)

Conflict of Interest Questionnaire

W-9

(Attachment required)

Bid Attributes

1 eBid Notice

Collin County exclusively uses IonWave Technologies, Inc. (Collin County eBid) for the notification and dissemination of all solicitations. The receipt of solicitations through any other means may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid/proposal non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other means. Please initial.

(Required: Maximum 1000 characters allowed)

2 Contact Information

List the contact name, email address and phone number of the main person(s) Collin County should contact in reference to this solicitation. Contact(s) shall be duly authorized by the company, corporation, firm, partnership or individual to respond to any questions, clarification, and or offers in response to this solicitation.

(Required: Maximum 4000 characters allowed)

3 Exceptions

Do you take exceptions to the specifications. If so, by separate attachment, please state your exceptions.

Yes No

(Required: Check only one)

4 Insurance Acknowledgement

I understand that the insurance requirements of this solicitation are required and a certificate of insurance shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract. Please initial.

(Required: Maximum 1000 characters allowed)

5 Reference No. 1

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.

(Required: Maximum 4000 characters allowed)

6 Reference No. 2

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.

(Required: Maximum 4000 characters allowed)

7 Reference No. 3

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.

(Required: Maximum 4000 characters allowed)

8 Debarment Certification

I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Please initial.

(Required: Maximum 1000 characters allowed)

9 Immigration and Reform Act

I declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America. I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable by Collin County. Please initial.

(Required: Maximum 1000 characters allowed)

10 Disclosure of Certain Relationships

Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071. Please initial.

(Required: Maximum 1000 characters allowed)

11 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after January 1, 2016. Please initial.

(Required: Maximum 1000 characters allowed)

12 Notification Survey

In order to better serve our offerors, the Collin County Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Should you have any questions or require more information please call (972) 548-4165. How did you receive notice of this request?

- Plano Star Courier
- Plan Room
- Collin County eBid Notification
- Collin County Website
- Other

(Required: Check only one)

1 3	Qualification Acknowledgement Offeror acknowledges, understands the specifications, any and all addenda, and agrees to the terms and conditions and can provide the minimum requirements stated herein. Offeror acknowledges they have read the document in its entirety, visited the site (if necessary), performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in statement submittal resulting from Offeror's failure to do so. Please initial. _____ _____ <i>(Required: Maximum 1000 characters allowed)</i>
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1 4	Solicitation Submittals In an effort to avoid person-to-person interaction to comply with the latest Order issued to prevent the spread of COVID-19, Collin County Purchasing will temporarily only accept IFB, RFP, RFQ and Quote submittals electronically in Ionwave (eBid) or via parcel carrier until further notice. Please do not deliver your solicitation response in person. All bid openings will be completed on schedule and witnessed by Collin County Purchasing staff to ensure all procurement statutes, policies and state laws are followed. Please initial. _____ _____ <i>(Required: Maximum 1000 characters allowed)</i>
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1 5	Addendum No. 1 Acknowledgement Please initial to verify your receipt of the addendum. _____ _____ <i>(Required: Maximum 1000 characters allowed)</i>
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Bid Lines

1	Please attach your Qualification Statement <i>(Line excluded from response total)</i> Supplier Notes: _____ _____	<input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>
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Supplier Information

Company Name: _____

Contact Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Supplier Notes

The undersigned hereby certifies the foregoing qualifications submitted by the company hereinafter called "offeror" is the duly authorized agent of said company and the person signing said qualification has been duly authorized to execute same. Offeror affirms that they are duly authorized to execute this contract; this company; corporation, firm, partnership or individual has not prepared this qualification in collusion with any other offeror or other person or persons engaged in the same line of business; and that the contents of this qualification as to terms and conditions of said qualification have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this qualification.

Print Name

Signature