



Collin County Purchasing

2021-311

**Professional Services, Testing and Balancing Services for
Various Projects**

Issue Date: 7/13/2021

Questions Deadline: 7/23/2021 12:25 PM (CT)

Response Deadline: 7/29/2021 12:25 PM (CT)

Collin County Purchasing

Contact Information

Contact: JD Griffin, CPPB Senior Buyer

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: 2021-311
Title: Professional Services, Testing and Balancing Services for Various Projects
Type: Request for Qualifications
Issue Date: 7/13/2021
Question Deadline: 7/23/2021 12:25 PM (CT)
Response Deadline: 7/29/2021 12:25 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

LEGAL NOTICE_RFQ 2021-311.doc

Legal Notice

[Download](#)

General_Instructions_Qualifications.docx

General Instructions Qualifications

[View Online](#)

Terms_of_Contract_Qualifications_-_2.10.21.docx

Terms of Contract - Qualifications

[View Online](#)

RFQ 2021-311.docx

RFQ Specifications

[View Online](#)

Attachment A-Sample PSA.docx

Attachment A-Sample Professional Services Agreement

[View Online](#)

HB23 CIQ.docx

Information Regarding Conflict of Interest Questionnaire

[View Online](#)

CIQ_113015.pdf

Conflict of Interest Questionnaire

[View Online](#)

W-9 rev 2018.pdf

W-9 Form

[View Online](#)

Requested Attachments

Qualification Statement

(Attachment required)

W-9

(Attachment required)

Conflict of Interest Questionnaire

Bid Attributes

1	<p>eBid Notice</p> <p>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.</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>(Required: Maximum 1000 characters allowed)</p>
2	<p>Contact Information</p> <p>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.</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>(Required: Maximum 4000 characters allowed)</p>
3	<p>Exceptions</p> <p>Do you take exception to the specifications? If so, by separate attachment, please state your exceptions.</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(Required: Check only one)</p>
4	<p>Insurance Acknowledgement</p> <p>I understand that the insurance requirements of this solicitation are required and are included in the submitted pricing. 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.</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>(Required: Maximum 1000 characters allowed)</p>
5	<p>Reference No. 1</p> <p>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.</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>(Required: Maximum 4000 characters allowed)</p>

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)

1
0**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)

1
1**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)

1
2**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.

(Required: Maximum 1000 characters allowed)

Bid Lines

1

Please attach your Qualification Statement

(Line excluded from response total)

Supplier Notes: _____

☐

Additional notes
(Attach separate sheet)

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

1.0 GENERAL INSTRUCTIONS

1.0.1 Definitions

1.0.1.1 Offeror: refers to submitter.

1.0.1.2 Provider: refers to a Successful Service Provider.

1.0.1.3 Statement: refers to those documents required to be submitted to Collin County, by an Offeror.

1.0.1.4 SOQ: refers to Statement of Qualifications

1.0.1.5 RFQ: refers to Request for Qualifications

1.1 If Offeror does not wish to submit a statement at this time, please submit a No Bid/Response.

1.2 Awards shall be made not more than ninety (90) days after the time set for opening of submittals.

1.3 Collin County is always conscious and extremely appreciative of your time and effort in preparing your statement.

1.4 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 company may result in the receipt of incomplete specifications and/or addendums which could ultimately render your statement non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.

1.5 A statement may not be withdrawn or canceled by the offeror prior to the ninety-first (91st) day following public opening of submittals and only prior to award.

1.6 It is understood that Collin County, Texas reserves the right to accept or reject any and/or all Statements for any or all services covered in a SOQ and to waive informalities or defects in statements or to accept such statements as it shall deem to be in the best interest of Collin County.

1.7 All SOQ's submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the RFQ number and name. A hard copy paper form statement shall be manually signed in ink by a person having the authority to bind the firm in a contract. Statements shall be mailed or hand delivered to the Collin County Purchasing Department.

1.8 No oral, telegraphic or telephonic statements will be accepted. SOQ's may be submitted in electronic format via Collin County eBid.

1.9 All SOQ's submitted electronically via Collin County eBid shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the RFQ.

1.10 Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all SOQ's submitted in hard copy paper form. SOQ's received in the Collin County Purchasing Department after submission deadline shall be considered void and unacceptable. Absolutely no late submittals will be considered. Collin County accepts no responsibility for technical difficulties related to electronic submittals.

1.11 For hard copy paper form statements, any alterations made prior to opening date and time must be initialed by the signer of the SOQ guaranteeing authenticity. Statements cannot be altered or amended after submission deadline.

- 1.12 Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax.
- 1.13 Any interpretations, corrections and/or changes to a RFQ and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than the date specified in the solicitation. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners' Court. Addenda may be transmitted electronically via Collin County eBid.
- 1.13.1 Addenda will be transmitted to all that are known to have received a copy of the RFQ and related Specifications. However, it shall be the sole responsibility of the Offeror to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. **Collin County eBid** <https://collincountytx.ionwave.net/>, telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Offeror's receipt of any addenda issued. Offeror shall acknowledge receipt of all addenda.
- 1.14 All materials and services shall be subject to Collin County approval.
- 1.15 Collin County reserves the right to make award as it deems to be in the best interest of the County.
- 1.16 The Offeror 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.
- 1.17 Offerors taking exception to the specifications shall do so at their own risk. By offering substitutions, Offeror shall state these exceptions in the section provided in the RFQ or by attachment. Exception/substitution, if accepted, must meet or exceed specifications stated therein. Collin County reserves the right to accept or reject any and/or all of the exception(s)/substitution(s) deemed to be in the best interest of the County.
- 1.18 Minimum Standards for Responsible Prospective Offerors: A prospective Offeror must meet the following minimum requirements:
- 1.18.1 have adequate financial resources, or the ability to obtain such resources as required;
- 1.18.2 be able to comply with the required or proposed delivery/completion schedule;
- 1.18.3 have a satisfactory record of performance;
- 1.18.4 have a satisfactory record of integrity and ethics;
- 1.18.5 be otherwise qualified and eligible to receive an award.
- Collin County may request documentation and other information sufficient to determine Offeror's ability to meet these minimum standards listed above.
- 1.19 Offeror shall bear any/all costs associated with it's preparation of an SOQ submittal.
- 1.20 Public Information Act: Collin County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. All information submitted by prospective bidders during the bidding process is subject to release under the Act.
- 1.21 The Offeror shall comply with Commissioners' Court Order No. 2004-167-03-11, County Logo Policy.

- 1.22 Openings: All statements submitted (Offeror's name) will be read at the county's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should be not construed as a comment on the responsiveness of such bid or as any indication that the county accepts such bid as responsive.

The county will make a determination as to the responsiveness of statements submitted based upon compliance with all applicable laws, Collin County Purchasing Guidelines, and project documents, including but not limited to the specifications and contract documents. The county will notify the successful Offeror upon award of the contract and, according to state law; all statements received will be available for inspection at that time.

- 1.23 Offeror shall comply with all local, state and federal employment and discrimination laws and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or any other class protected by law.

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 Collin County prior to access being granted to Collin County facilities. Upon request, Vendor/Contractor/Provider shall provide list of individuals to the 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: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

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.

3.0 GENERAL INFORMATION AND REQUIREMENTS:
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3.1 INTRODUCTION: Collin County is soliciting information from qualified firms for Testing, Adjusting and Balancing that may be required on existing and upcoming County projects.

- Adult Detention addition and remodel projects to include:
 - Book-in and housing 90,000 sf
 - Medical/Mental Health 150,000 sf
 - Up to three remodel projects 55,000 sf
- New Modular Central Plant
- Chiller tonnage addition to existing Central Plant
- Healthcare Building 90,000 sf
- Medical Examiner Building 20,000 sf
- Small Permanent Improvement Project – To Be Determined
- Other Projects – To Be Determined

The firm will be selected based upon qualifications and firm's ability to respond to services. Selected firm shall perform such services as set forth and described. Selected firm must have ability to respond to County's need for Testing, Adjusting and Balancing requirements without delay for purpose of maintaining integrity of project schedules.

Collin County will enter into a contract for one (1) year beginning on the date of award with the option of four (4) one (1) year renewals.

Delivery times for services will be discussed prior to each project and if the agreed delivery times are not met, Collin County reserves the right to go elsewhere for Testing, Adjusting and Balancing services.

3.2 PUBLIC INFORMATION: All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 554.001, et seq.) after a contract is awarded. The Owner strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.

3.3 TYPE OF CONTRACT: Any contract resulting from this solicitation will be in the form of the Owner's Standard Professional Services Agreement. (See Attachment A)

3.4 INSURANCE: Collin County shall require insurance per Exhibit "E" of the Professional Services Agreement to be provided upon award of a contract.

3.5 EVALUATION OF QUALIFICATIONS: The evaluation of the Qualifications shall be based on the requirements described in this RFQ. All properly submitted Qualifications will be reviewed, evaluated, and ranked by the Owner. Qualifications shall not include any information regarding Offeror's fees, pricing, or other compensation.

- 3.6 **OWNER'S RESERVATION OF RIGHTS:** The Owner may evaluate the Qualifications based on the anticipated completion of all or any portion of the Project/s. The Owner reserves the right to divide the Project/s into multiple parts, to reject any and all Qualifications and re-solicit for new Qualifications, or to reject any and all proposals and temporarily or permanently abandon the Project. Owner makes no representations, written or oral, that it will enter into any form of agreement with any Offeror to this RFQ for any project and no such representation is intended or should be construed by the issuance of this RFQ.
- 3.7 **ACCEPTANCE OF EVALUATION METHODOLOGY:** By submitting its Qualifications in response to this RFQ, Offeror accepts the evaluation process and acknowledges and accepts that determination of the "most qualified" firm(s) will require subjective judgments by the Owner.
- 3.8 **NO REIMBURSEMENT FOR COSTS:** Offeror acknowledges and accepts that any costs incurred from the Offeror's participation in this RFQ shall be at the sole risk and responsibility of the Offeror.

4.0 SCOPE OF SERVICES

Collin County will need testing and balancing services for HVAC systems to determine if the HVAC equipment is operating efficiently.

- 4.1 The vendor shall be responsible for testing, adjusting, balancing and logging actual data on all air distribution and air moving equipment, pumps, heating and cooling equipment and the operating conditions on all motors, etc. as indicated in this specification.

4.1.1 Air Handling Units

4.1.1.1 Verify that the outside, return and relief air dampers are operational and move freely

4.1.1.2 Verify that filters are clean

4.1.1.3 Verify correct fan rotation

4.1.1.4 If belt driven, verify proper belt tension and that fan and motor sheaves are properly aligned

4.1.1.5 Verify that all AHU safeties are operational (firestat, freezestat, high static pressure, etc.)

4.1.1.6 If applicable, verify that unit volume control (static pressure) is operational. Set fan volume control device for 100% capacity (terminal boxes set at 100% capacity)

4.1.1.7 Verify correct size and rating of motor overload

4.1.1.8 Verify fan motor is not overloaded; amperage readings do not exceed motor nameplate rating

4.1.1.9 Determine total supply and return air. Air quantities to be determined by duct traverse if duct configuration permits and air velocity is 1000 feet per minute or greater

4.1.1.10 Balance air distribution system (see Terminal Boxes and Air Distribution Devices)

4.1.1.11 If air volume is less than design and motor capacity is available, adjust fan or fans to supply and return design CFM. If new sheave or sheaves and belts are required, data will be submitted to Contractor

4.1.1.12 If applicable, determine the required static pressure and submit the static pressure control set point to control contractor for setting

4.1.1.13 Test and adjust the minimum outside air and return air CFM relationship to design

4.1.1.14 Test and record entering and leaving air temperature of electric heating coil to verify design heating capacity, if applicable

4.1.1.15 Verify all temperature control devices are set and calibrated at design set point

4.1.2 Coil Units

4.1.2.1 Verify that filters are clean

4.1.2.2 Verify correct fan rotation

4.1.2.3 If belt driven, verify proper belt tension and that fan motor sheaves are properly aligned

4.1.2.4 Verify that all Fan Coil unit safeties are operational

4.1.2.5 Verify correct size and rating of motor overload protection

4.1.2.6 Verify fan motor is not overloaded; amperage readings do not exceed motor nameplate rating

4.1.2.7 Determine total supply air

4.1.2.8 If air volume is less than design and motor capacity is available, adjust fan to supply design CFM. If belt driven and new sheave or sheaves and belts are required, data will be submitted to Contractor

4.1.2.9 Balance air distribution system (see Air Distribution Devices).

4.1.2.10 Test and record entering and leaving air temperature of electric heating coil to verify design heating capacity, if applicable

4.1.2.11 Verify all temperature control devices are set and calibrated at design setpoint

4.1.3 Terminal Boxes

4.1.3.1 Determine sequence of operation from the specifications and verify that all control devices are installed and operational

4.1.3.2 Set primary air volumes (minimum and maximum) and adjust fan volume, if applicable

4.1.3.3 Balance air distribution system (see Air Distribution Devices)

4.1.3.4 Test capacity of heating devices, if applicable, by measuring entering and leaving air temperature of device

4.1.3.5 Test and verify box sequence operation to ensure specified control sequence

4.1.3.6 Check calibration of thermostat

4.1.4 Air Distribution Devices

4.1.4.1 Preset all volume dampers in the 100% open position

4.1.4.2 Determine and verify proper air pattern detection devices have been installed

4.1.4.3 Read out all air distribution devices serviced by their source (VAV Terminal, FPB Terminal, Fan Coil Unit, Constant Volume Air Handling Unit, Supply Fan, Exhaust Fan, etc.)

4.1.4.4 Balance all air distribution devices proportional to design CFM

4.1.4.5 Adjust source to design CFM

4.1.4.6 Verify that all air distribution devices are within plus or minus 10% of design

4.1.5 Supply/Exhaust/Smoke Fans

4.1.5.1 Verify correct fan rotation

4.1.5.2 If belt driven, verify proper belt tension and that the fan and motor are properly aligned.

4.1.5.3 Verify that all safeties and interlocks are operational

4.1.5.4 Verify correct size and rating of motor overload protection

4.1.5.5 Verify fan motor is not overloaded; amperage readings do not exceed nameplate rating

4.1.5.6 Determine total air. Air quantities to be determined by duct traverse if duct configuration permits and air velocity is 1000 feet per minute or greater

4.1.5.7 If air volume is less than design and motor capacity is available, adjust fan to design CFM. If new sheave or sheaves and belts are required, data will be submitted to Contractor

4.1.5.8 Balance air distribution system (see Air Distribution Devices)

4.1.6 Pumps

4.1.6.1 At the time the contractor removes the strainers, verify that they are clean and the proper type.

4.1.6.2 Verify correct pump rotation

4.1.6.3 Verify correct sizing of each motor overload protection

4.1.6.4 Verify pump motors are not overloaded; amperage readings do not exceed motor nameplate rating

4.1.6.5 Preset all manual valves at pumps and heat transfer devices to 100% open position

4.1.6.6 Set all automatic control valves to 100% flow position

4.1.6.7 Determine total GPM by measuring actual pumping head of pump and relate to manufacturer's curves

4.1.6.8 Measure actual pressure drop at each heat transfer device and flow metering device, if applicable

4.1.6.9 Balance all heat transfer devices proportional to within 10% of design GPM by adjusting balancing valves

4.1.6.10 If GPM is above design and the mechanical specifications indicate the pump impellers are to be trimmed to provide design GPM, data will be furnished in order that the Contractor can trim the impeller or impellers. If not, discharge balancing valve at each pump will be adjusted as required to obtain design GPM as related to the manufacturer's curves

4.1.6.11 Verify all interlocks and flow switches

4.1.6.12 Test and record entering and leaving air and water temperatures at all heat transfer devices

4.2 During the balancing process, all abnormalities or malfunctions of equipment or components discovered by the Testing, Adjusting, and Balancing personnel, will be reported in the interim test and balance report to the project Architect/Engineer, Owner and Contractor so that the condition can be corrected expediently.

4.3 The temperature controls will be verified for calibration and proper relationship between control devices. The Contractor will be advised of any instruments out of calibration in the interim test and balance report so that the Automatic Temperature Controls (ATC) contractor can recalibrate, using data supplied by the Testing, Adjusting, and Balancing firm. The ATC contractor shall assist the Testing, Adjusting, and Balancing firm as required.

4.4 Thoroughly test the Energy Management (EMS), if applicable. The testing of the Energy Management System shall include all HVAC controls, sensors, operators, sequences, etc. The tests

shall include verification that commands introduced at the EMS console actually occur and temperatures, pressures, etc. indicated at the EMS console correlate with the actual reading at the sensing point. The ATC contractor and/or EMS contractor shall provide technical support to the Testing, Adjusting, and Balancing firm for a complete check of the HVAC temperature controls and/or the Energy Management System.

- 4.5 After testing, adjusting and balancing to design conditions, if comfort conditions are not being maintained, the air conditioning system shall be rebalanced within the limitation of the equipment installed to obtain comfort conditions. If comfort conditions cannot be obtained, a report will be submitted giving specific data regarding the trouble area.
- 4.6 Make a total of three (3) inspections within ninety (90) days after occupancy of the building, and make adjustments if required, to insure that satisfactory conditions are being maintained throughout. Inspections to be coordinated through the Architect/Engineer and Owner and shall be documented with a supplemental report containing data and information as required.
- 4.7 Make an inspection during the opposite season from that in which the initial adjustments were made and at that time make any necessary modifications to the initial adjustment required to produce optimum operation of the systemic components to produce the proper conditions in each conditioned space. The opposite season inspection shall be coordinated with the Architect/Engineer and Owner. This inspection shall be documented with a supplemental report containing any pertinent data and information regarding readings and adjustments made.
- 4.8 TESTING, ADJUSTING, BALANCING REPORT
 - 4.8.1 The Testing, Adjusting, and Balancing report shall incorporate all performance data for HVAC systems. The intent of the final report is to provide a reference of actual operating conditions for the Owner's operating personnel.
 - 4.8.2 All measurements and recorded readings (of air, water, electricity, etc.) that appear in the report must be made on site by the permanently employed technicians or engineers of the Testing, Adjusting, and Balancing firm.
 - 4.8.3 The Testing, Adjusting, and Balancing report shall include but not be limited to the following:
 - 4.8.3.1 Index
 - 4.8.3.2 Preface: A general discussion of the system, an outline of normal and ventilation modes of operation, any unusual operating conditions and any deficiencies corrected.
 - 4.8.3.3 Instrumentation List: A list of instruments used by type, model, range and calibration date. All instruments must be calibrated within six (6) months prior to starting date of Testing, Adjusting, and Balancing services.
 - 4.8.3.4 Air Handling Units, Fan Coil Units, etc.:
 - 4.8.3.4.1 Manufacturer, model, size, and serial number

4.8.3.4.2 Design and actual CFM (Supply, Return and Outside)

4.8.3.4.3 Design and actual RPM

4.8.3.4.4 Static pressure entering and leaving filters, coils, and fan

4.8.3.4.5 Motor nameplate data

4.8.3.4.6 Motor starter data and motor overload protection size and rating

4.8.3.4.7 Actual motor amperage and voltage (all phases)

4.8.3.4.8 Filter; type, size and quantity

4.8.3.5 Terminal Boxes:

4.8.3.5.1 Manufacturer, model and size

4.8.3.5.2 Location

4.8.3.5.3 Design and actual primary air CFM (maximum and minimum)

4.8.3.5.4 Design and actual fan CFM, if applicable

4.8.3.5.5 Electric duct heater KW and actual temperature differential across electrical heating coil.

4.8.4 Air Distribution Devices:

4.8.4.1 Manufacturer, model and size

4.8.4.2 Location

4.8.4.3 Design and actual CFM (cooling and heating)

4.8.4.4 Air distribution devices where a velocity indicating instrument is used to determine CFM; required and actual velocity in FPM. (When hood used to determine CFM, only CFM recorded).

4.8.5 Supply/Exhaust Fans:

4.8.5.1 Manufacturer, model and size

4.8.5.2 Design and actual CFM

4.8.5.3 Design and actual RFM

4.8.5.4 Design and actual static pressure

4.8.5.5 Motor nameplate data

4.8.5.6 Motor starter data and motor overload protection size and rating

4.8.5.7 Actual motor amperage and voltage (all phases)

4.8.6 Water Coils

4.8.6.1 Manufacturer

4.8.6.2 Design and actual CFM

4.8.6.3 Design and static pressures

4.8.6.4 Design and actual entering and air temperatures

4.8.6.5 Design and actual leaving air temperatures

4.8.6.6 Actual outside air temperature

4.8.6.7 Design and actual entering water temperature

4.8.6.8 Design and actual leaving water temperature

4.8.6.9 Design and actual coil pressure drop

4.8.6.10 Design and actual GPM

4.8.7 Pumps:

4.8.7.1 Manufacturer, model and size

4.8.7.2 Design and estimated impeller size from manufacturers pump curves

4.8.7.3 Actual pump suction and discharge pressures

4.8.7.4 Design and actual pumping head

4.8.7.5 Design and actual GPM

4.8.7.6 Motor nameplate data

4.8.7.7 Motor starter data and motor overload protection size and rating

4.8.7.8 Actual motor amperage and voltage (all phases)

4.9 INSTRUCTIONS TO OPERATING PERSONNEL

4.9.1 Testing, Adjusting, and Balancing firm shall instruct the operating personnel regarding the following:

4.9.1.1 Systems Operation

4.9.1.2 Unusual Operating Conditions

4.9.1.3 System Troubleshooting Procedure

4.10 GUARANTEE

4.10.1 Provide warranty of twelve (12) months after occupancy during which time the Architect/Engineer and/or Owner may, at his discretion, request check of the balance of any HVAC equipment. Provide Testing, Adjusting, and Balancing technicians to assist as required in making such tests. When any device is found not balanced in accordance with the mechanical plans and specifications, that HVAC system shall be completely rebalanced as directed by the Architect/Engineer and/or Owner at the Testing, Adjusting, and Balancing firms expense.

5.0 TESTING, ADJUSTING, AND BALANCING FIRM QUALIFICATIONS
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- 5.1 The Firm will be one that is organized to provide independent professional testing, adjusting, and balancing services. The firm shall have one (1) Professional Engineer licensed in the State of Texas with current registration.
- 5.2 The Firm will have operated a minimum of five (5) years, under the current Firm name.
- 5.3 All personnel used on the job site shall either be Testing, Adjusting, and Balancing engineers or Testing, Adjusting, and Balancing technicians, who shall have been permanent, full-time employees of the Firm for a minimum of six (6) months prior to working on this project.

6.0 TESTING, ADJUSTING, AND BALANCING FIRM RESPONSIBILITIES
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- 6.1 Liaison: The Testing, Adjusting, and Balancing personnel on the job shall act a liaison between Architect/Engineer, Owner and Contractor.
- 6.2 Early Inspection: Inspect the installation of mechanical piping systems, sheet metal work, temperature controls and other component parts of the HVAC systems during the construction stage for reviewing that part of the work relating to proper arrangement and adequate provisions for Testing, Adjusting, and Balancing.

7.0 QUALIFICATIONS SUBMITTAL FORMAT
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The qualifications submittal shall be divided into tabbed, marked sections and shall include but not be limited to information for each of the following:

OFFEROR'S STATEMENT OF QUALIFICATIONS AND AVAILABILITY TO UNDERTAKE PROJECTS (Maximum of two (2) printed pages per question)

- 7.1 Provide a statement of interest including a narrative describing the Firm's unique qualifications as they pertain to this request.
- 7.2 Provide a statement on the availability and commitment of the Firm's assigned principal(s) and professionals to undertake projects.
- 7.3 Provide name and biographical data of the Professional Engineer and all personnel assigned to this contract.
- 7.4 Provide proof of company operation for a minimum of five (5) years.

FIRM'S ABILITY TO PROVIDE SERVICES

- 7.5 Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- 7.6 Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under a Contract with the Owner.
- 7.7 Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.
- 7.8 Does any relationship exist by relative, business associate, capital funding agreement, or any other such kinship between your firm and any Owner employee or elected official? If so, please explain.
- 7.9 Provide a claims history under professional malpractice insurance for the past five (5) years for the Prime Firm and any team members proposed to provide professional architectural or engineering services.

OFFEROR'S PERFORMANCE ON PAST REPRESENTATIVE PROJECTS

- 7.10 List a maximum of five (5) projects for which you have provided services that are most related to this contract. List the projects in order of priority, with the most relevant project listed first. Provide the following information for each project listed:
 - 7.10.1 Project name, location, contract delivery method, and description
 - 7.10.2 Final project size in gross square feet
 - 7.10.3 Type of construction (new, renovation, or expansion)
 - 7.10.4 Actual start and finish dates
 - 7.10.5 Description of professional services Firm provided for the project
 - 7.10.6 Name of Project Manager (individual responsible to the Owner for the overall success of the project)

7.10.7 Name of Project Engineer (individual responsible for coordinating the day-to-day work)

References shall be considered relevant based on specific project participation and experience with the Offeror. The Owner may contact references during any part of this process. The Owner reserves the right to contact references other than those provided by the Offeror and to use the information gained from them at any time during the RFQ process.

OFFEROR'S KNOWLEDGE OF BEST PRACTICES

- 7.11 Describe the types of records, reports, monitoring systems, and information management systems, which your firm used in the management of the projects listed above. Describe how you used these systems for any combination of three (3) projects listed in response to 7.10.
- 7.12 Describe the project team's approach to assuring timely completion of this project, including methods you will use for schedule recovery if necessary.

8.0 RANKING CRITERIA

The evaluation of professional qualifications of the Proposers will be based on the following criteria:

DESCRIPTION	POINTS
Statement Of Qualifications and Ability to Undertake The Project – Proposed Personnel (Sections 7.1-7.4)	40
Prime Firm's Ability To Provide Services (Sections 7.5-7.9)	10
Offeror's Performance On Past Representative Projects (Section 7.10)	35
Offeror's Knowledge Of Best Practices (Section 7.11-7.12)	10
Offeror's Proposal Format	5
TOTAL	100

9.0 FORMAT FOR STATEMENT OF QUALIFICATIONS**GENERAL INSTRUCTIONS**

- 9.1 Qualifications shall be prepared SIMPLY AND ECONOMICALLY, providing a straightforward, CONCISE description of the Offeror's ability to meet the requirements of this RFQ. Emphasis shall be on the QUALITY, completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner's needs.

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- 9.2 Qualifications shall be a MAXIMUM of fifty (50) PRINTED PAGES. The cover, table of contents, divider sheets, Collin County RFQ document, signature page, conflict of interest questionnaire, and W-9 do not count as printed pages.
- 9.3 Collin County prefers that you submit your qualification statement by uploading it to Collin County eBid <https://collincountytx.ionwave.net> or by providing them on a flash drive or CD-ROM.
- 9.4 If you elect to submit manually, Qualifications shall be printed on letter-size (8-1/2" x 11") paper and GBC or spiral bound (No 3-ring binders).
- 9.5 Offerors shall carefully read the information contained in this RFQ and submit a complete response to all requirements and questions as directed. Incomplete qualifications will be considered non-responsive and subject to rejection.
- 9.6 Qualifications and any other information submitted by Offerors in response to this RFQ shall become the property of the Owner.
- 9.7 The Owner will not compensate Offerors for any expenses incurred in RFQ preparation or for any presentations that may be made, unless agreed to in writing in advance or required by law. Offerors submit qualifications at their own risk and expense.
- 9.8 Qualifications that are qualified with conditional clauses, alterations, items not called for in the RFQ documents, or irregularities of any kind are subject to rejection by the Owner, at its option.
- 9.9 The Owner makes no representations of any kind that an award will be made as a result of this RFQ. The Owner reserves the right to accept or reject any or all Qualifications, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ when deemed to be in Owner's best interest.
- 9.10 Qualifications shall consist of answers to questions identified in Section 7 of the RFQ. It is not necessary to repeat the question in the Qualifications; however, it is essential to reference the question number with the corresponding answer.
- 9.11 Failure to comply with all requirements contained in this Request for Qualifications may result in the rejection of the Qualifications.
- 9.12 Additional attachments shall NOT be included with the Qualifications. Only the responses provided by the Offeror to the questions identified in Section 7 of this RFQ and any information obtained from references will be used by Collin County for evaluation.
- 9.13 Separate and identify each criteria response to Section 7 of this RFQ by use of a section break in word processing document or by use of a divider sheet with an integral tab for ready reference for a paper submission.

TABLE OF CONTENTS:

- 9.14 Submittals shall include a "Table of Contents" and give page numbers for each part of the Qualifications.

PAGINATION:

9.15 Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.)

Remainder of page intentionally left blank

10.0 SIGNATURE

This execution of offer must be completed, signed, and returned with the Offeror's Statement of Qualifications (SOQ). Failure to complete, sign and return this execution of offer with the qualifications may result in rejection of the SOQ. Signing a false statement may void the submitted qualifications or any agreements or other contractual arrangements, which may result from the submission of Offeror's qualifications. A false certification shall be deemed a material breach of contract and, at Owner's option, may result in termination of any resulting contract or purchase order.

10.1 REPRESENTATIONS

By signing below, Offeror represents and warrants that:

- 10.1.1 the Qualifications and all statements and information prepared and submitted in response to this RFQ are current, complete, true and correct;
- 10.1.2 it is not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount trip, favor or service to a public servant in connection with the submitted qualifications or any subsequent proposal. Failure to sign below, or signing a false statement, may void the response or any resulting contracts at the Owner's option, and the Offeror may be removed from all future proposal lists at this County;
- 10.1.3 the individual signing this document and the documents made part of the RFQ is authorized to sign such documents on behalf of the Offeror and to bind the Offeror under any contract which may result from the submission of the Response;
- 10.1.4 no relationship, whether as a relative, business associate, by capital funding agreement or by any other such kinship exists between Offeror and an employee of Collin County, Texas
- 10.1.5 no compensation has been received for participation in the preparation of this RFQ (ref. Section 2154.004 Texas Government Code);
- 10.1.6 Offeror complies with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action;
- 10.1.7 to the best of its knowledge, no member Collin County Commissioners Court or Elected official has a financial interest, directly or indirectly, in the Project; and
- 10.1.8 each individual or business entity proposed by Offeror as a member of its team that will engage in the practice of engineering or architecture will be selected based on demonstrated competence and qualifications only.

CHECKLIST

- 10.2 REQUESTED DOCUMENTATION INCLUDED?
- 10.3 ORIGINAL AND FOUR (4) COPIES INCLUDED IF SUBMITTING MANUALLY
- 10.4 ALL QUESTIONS ADDRESSED IN REQUIRED FORMAT?
- 10.5 COMPLETED SIGNATURE?

TYPE OR PRINT:

_____ FIRM NAME	_____ AUTHORIZED REPRESENTATIVE & TITLE
_____ STREET ADDRESS and/or P.O. BOX NO.	PHONE: () _____ A/C PHONE NUMBER
_____ CITY/STATE/ZIP CODE	FAX: () _____ A/C FAX NUMBER
_____ FIRM'S TAX IDENTIFICATION NUMBER	_____ E-MAIL ADDRESS

_____ /	
SIGNATURE	DATE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas, hereinafter referred to as "County", and, _____, a _____ Corporation, hereinafter referred to as "Firm", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the County desires to engage the services of the Firm to perform related engineering services in connection with Testing, Adjusting and Balancing for Collin County, hereinafter referred to as the "Project"; and

WHEREAS, the Firm desires to render such engineering services for the County upon the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. Retention of the Firm

The County hereby agrees to retain the Firm to perform professional engineering services in connection with the Project; Firm agrees to perform such services in accordance with the terms and conditions of this Agreement, exercising the same degree of care, skill, and diligence as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.

II. Scope of Services

2.1 The parties agree that Firm shall perform such services as are set forth herein and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. Work for each phase shall be preceded by a Notice to Proceed issued by County. The parties understand and agree that deviations or modifications in the form of written change orders may be authorized from time to time by the County.

2.2 The Firm will serve as the County's professional engineering representative under this Agreement, providing professional engineering, consultation, advice and furnishing customary services incidental thereto. The Firm agrees to cooperate and coordinate with other design professionals, the County and its contractors to help facilitate efficient construction of the Project and maintain the Project schedule.

2.3 The Firm shall advise the County with regard to the necessity for subcontract work such as special surveys, tests, test borings, or other subsurface investigations in connection with design and engineering work to be performed hereunder. The Firm shall also advise the County concerning the results of same. Such survey, test, and investigations shall be furnished to the County.

2.4 The presence or duties of the Firm's personnel at a construction site, whether as on-site representatives or otherwise, do not make the Firm or its personnel in any way responsible for those duties

that belong to County's construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including but not limited to, all construction methods, means, techniques, sequences and procedures necessary for completing all portions of the construction work in accordance with the Contract Documents and any health or safety precautions required by such construction work. The Firm and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

2.5 The Firm will make periodic recommendations for periodic construction progress payments to the construction contractor. Recommendations by the Firm to the County for periodic construction progress payments to the construction contractor will be based on the Firm's knowledge, information, and belief from sampling and observation that the work has progressed to the point indicated. Such recommendations do not represent that there are not other matters at issue between the County and the construction contractor that affect the amount that should be paid.

2.6 The Firm agrees, if required by project, to provide a complete and coordinated set of drawings and specifications for the construction of the Project, if required by the project, exercising the same degree of care, skill, and diligence as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. Construction drawings, specifications, and other construction documents prepared by the Firm or its consultants and submitted to the County for approval or contractors for bidding or negotiation purposes shall be complete and capable of construction "as is". While the utility of communications between design professionals and construction contractors for the purpose of clarifying design intent is recognized, the Project should be capable of construction without the necessity of formal revisions or contract modifications to provide missing design information after construction contracts are awarded. Said documents shall comply with all applicable codes, ordinances, statutes, and regulations governing the design of the Project.

2.7 The Firm, if required by the project, shall assist the County in the preparation and filing of documents required for the approval of governmental authorities having jurisdiction over the Project.

III. Schedule of Services

3.1 The Firm agrees to commence its services immediately upon execution of this Agreement, or as otherwise directed in writing by the County, and to proceed diligently with said services to completion as described in the Completion Schedule attached hereto as Exhibit "B" and thereby made a part of this Agreement. Firm shall not be considered in default of this Agreement for delays in performance caused by circumstances beyond its reasonable control. Should such circumstances occur, the Firm shall, within a reasonable time of being prevented from performing, give written notice to the County describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

3.2 In the event that the Firm is delayed in the progress of the work on the Project by an act or neglect of the County, County's employees, or separate contractors employed by the County, or by changes ordered in the Project, fire, adverse weather conditions not reasonably anticipated, unavoidable casualties or other causes beyond the Firm's control, or delay authorized by the County pending arbitration, or by other causes which the County and Firm agree may justify delay, then the Contract Time shall be reasonably extended by Change Order. The County shall have the right at any time to delay or suspend the work or any part thereof for any reasonable time and if this happens, the Firm's sole remedy for any delays or suspension shall be any extension of time. The County shall not be independently liable to the Firm for any delay or

interference caused by circumstances beyond the County's control or any delay caused by any other person or entity.

IV. Compensation and Method of Payment

The parties agree that Firm shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Fee Schedule attached hereto as Exhibit "C" and thereby made a part of this Agreement. Firm further agrees that it will prepare and present such monthly progress reports and itemized statements per the fee schedule described in said Exhibit "C". Payment will be made in accordance with The Texas Government Code, Title 10, Subtitle F, Chapter 2251. Firm further agrees to the following terms prior to payment being due by County:

A. Invoice and Payment

- (1) The Firm shall provide the County sufficient documentation to reasonably substantiate the invoices.
- (2) The Firm will issue monthly invoices for all work performed under the Agreement.
- (3) In the event of disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. The County will exercise reasonableness in contesting any portion thereof. NO interest will accrue on any contested portion of the billing until mutually resolved.
- (4) In the event of any conflict between Paragraph IV and Chapter 2251 of the Texas Government Code, The Texas Government Code shall prevail.

V. Information to be provided by the County

5.1 The County agrees to furnish to Firm, prior to the Firm's commencement of its services, all that information set forth and described on Exhibit "D", which is attached hereto and thereby made a part of this Agreement.

5.2 The County will make its facilities accessible to the Firm as required for the Firm's performance of its services. The Firm represents that it understands the scope of this Agreement and has reviewed and inspected the Project sites, and can fully perform its obligations pursuant to this Agreement. Any failure of the Firm to acquaint itself with the available information will not relieve the Firm from its responsibilities pursuant to this Agreement.

5.3 The County shall disclose, to the extent known to the County, the results of prior tests, inspections or investigations conducted for the Project upon request by the Firm.

VI. Progress Meetings

In addition to providing the monthly progress reports as required under Paragraph IV herein above, Firm agrees to attend all monthly progress meetings scheduled by County, and at such meetings to outline work accomplished and special problem or delays encountered in connection with the Project during the previous report period, as well as planned work activities and special problems and delays anticipated for the next report period. The Firm agrees to cooperate and coordinate with other design professionals, the County and its contractors to help facilitate efficient construction of the Project and maintain the Project schedule.

VII. Insurance

Firm agrees to meet all insurance requirements as set forth on Exhibit "E" which is attached hereto and thereby made a part of this Agreement.

VIII. Indemnity

Firm agrees to indemnify the County to the fullest extent allowed by section 271.904 of the Texas Local Government Code, including payment of the County's reasonable attorneys' fees to the extent such is allowed under 271.904(b).

IX. Independent Contractor

In the performance of services hereunder, the Firm shall be deemed an independent contractor and shall not, with respect to its acts or omissions, be deemed an agent, subcontractor or employee of the County.

X. Assignment and Subletting

The Firm agrees that neither this Agreement nor the services to be performed hereunder will be assigned or sublet without the prior written consent of the County. The Firm further agrees that the assignment or subletting or any portion or feature of the services required in the performance of this Agreement shall not relieve the Firm from its full obligations to the County as provided by this Agreement.

XI. Audits and Records/Prohibited Interest

11.1 The Firm agrees that at any time during normal business hours, and as often as County may deem necessary, Firm shall make available to representatives of the County for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the County to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of three (3) years from the date of final settlement of this Agreement or of such other or longer period, if any, as may be required by applicable statute or other lawful requirements.

11.2 The Firm agrees that it is aware of the conflict of interest requirements of the state law which are applicable to persons entering into contracts with the County and will abide by the same. Further, a lawful representative of Firm shall execute the Affidavit shown in Exhibit "F". Firm understands and agrees that the existence of a conflict of interest during the term of this Agreement will render the agreement voidable.

11.3 The Firm acknowledges to the County that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interest, direct or indirect, in property abutting the proposed Project and business relationships with persons or entities with interest in abutting properties.

XII. Contract Termination

The parties agree that County shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to Firm. In the event of such termination without cause, Firm shall deliver to County all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Firm in connection with this Agreement. Firm shall have the right to terminate this Agreement upon thirty (30) days written notice to County in the event of the County's breach of any material term of this Agreement, including but not limited to compensation and method of payment. Regardless of which party initiates termination, Firm shall be entitled to compensation for any and all services completed to the satisfaction of County in accordance with the provisions of this Agreement prior to termination.

XIII. Ownership of Documents

Original drawings and specifications (Instruments of Service) created by Firm are the property of the Firm; however, the Project is the property of the County, and Firm may not use the drawings and specifications for any purpose not relating to the Project without County's consent. County shall be furnished with such reproductions of drawings and specifications as County may reasonably require. Upon completion of the services or any earlier termination of this Agreement under Article XII, and payment in full of all monies due Firm, Firm will revise drawings to reflect significant changes made during construction as per the marked-up prints, drawings, and other data furnished to the Firm by or through the County or Contractor. Firm will promptly furnish the County with one (1) complete set of reproducible record prints. All such reproductions shall be the property of the County who may use them without the Firm's permission for any proper purpose relating to the Project, including but not limited to, maintenance of the Project, additions to the Project, or completion of the Project. The aforementioned revisions will be based upon information supplied by the County's construction contractor and will be assumed by Firm to be complete and accurate. As such, Firm shall not be responsible for errors or omissions resulting therefrom. Prints shall be furnished, as an additional service, at any other time requested by County. The County may use such drawings in any manner it desires; provided, however, that the Firm shall not be liable for the use of such drawings for any project other than the Project described herein.

XIV. Complete Contract

11.1 This Agreement, including the exhibits hereto numbered "A" through "F", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument, signed by the County and the Firm.

11.2 Warranties contained in this Agreement are in addition to and not in lieu of, any and all other liability imposed upon the Firm by law with respect to the Firm's duties, obligations, and performance hereunder. The Firm's liability hereunder shall survive the County's final acceptance and payment for the Project. All representations and warranties set forth in this Agreement, including without limitation, this paragraph, shall survive the final completion of the Work or earlier termination of this Agreement. The Firm acknowledges that the County is relying upon the Firm's skill and experience in performing the services pursuant to this Agreement.

XV. Mailing of Notices

Unless instructed otherwise in writing, Firm agrees that all notices or communications to the County permitted or required under this Agreement shall be addressed to the County at the following address:

County agrees that all notices or communications to Firm permitted or required under this Agreement shall be addressed to Firm at the following address:

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the date such notice or communication is posted by the sending party.

XVI. Miscellaneous

A. Paragraph Headings

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

B. Interpret Contract Fairly

Although this Agreement is drafted by County, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorable for either party.

C. Venue/Governing Law

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County, Texas. The venue for any litigation related to this Agreement shall be in Collin County, Texas.

D. Parties Bound

County and Firm, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

E. Severability

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect.

F. Effective Date

This Agreement shall be effective from and after execution by both parties hereto.

G. Term of Agreement

The term of Agreement shall conform to the schedule as stipulated in Exhibit "B" attached herein. No other extension shall be authorized unless granted by written agreement between the County and Firm.

H. Observe and Comply

Firm shall at all times observe and comply with all federal and State laws and regulations and with all City ordinances and regulations which in any way affect this Agreement and the work hereunder, and shall observe and comply with all orders, laws, ordinances and regulations which may exist or may be enacted later by governing bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof shall be considered. Firm agrees to defend, indemnify and hold harmless County and all of its officers, agents, and employees from and against all claims or liability arising out of the violation or any such order, law, ordinance, or regulation, whether it be by itself or its employees.

I. 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.

J. Force Majeure

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

WITNESS OUR HANDS AND SEALS on the date indicated below.

COLLIN COUNTY, TEXAS

Date: _____

By: _____

Michelle Charnoski, NIGP-CPP, CPPB
Purchasing Agent

Court Order No.

Date: _____

By: _____

Title: _____

SAMPLE

ACKNOWLEDGMENT

STATE OF TEXAS }
 }
COUNTY OF _____ }

BEFORE ME, _____ on this day personally appeared _____, of _____, a _____ Corporation, known to me (or proved to me on the oath of _____ or through _____ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of the corporation, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2021.

Notary Public, State of Texas

Printed Name

My Commission expires on the _____ day of _____, _____.

STATE OF TEXAS }
 }
COUNTY OF COLLIN }

BEFORE ME, _____ on this day personally appeared Michelle Charnoski, Purchasing Agent of COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of COLLIN COUNTY, TEXAS, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2021.

Notary Public, State of Texas

Printed Name

My Commission expires on the _____ day of _____, _____.

EXHIBIT "A"

SCOPE OF SERVICES

Collin County will need testing and balancing services for HVAC systems to determine if the HVAC equipment is operating efficiently.

- 1.1 The vendor shall be responsible for testing, adjusting, balancing and logging actual data on all air distribution and air moving equipment, pumps, heating and cooling equipment and the operating conditions on all motors, etc. as indicated in this specification.

- 1.1.1 Air Handling Units

- 1.1.1.1 Verify that the outside, return and relief air dampers are operational and move freely

- 1.1.1.2 Verify that filters are clean

- 1.1.1.3 Verify correct fan rotation

- 1.1.1.4 If belt driven, verify proper belt tension and that fan and motor sheaves are properly aligned

- 1.1.1.5 Verify that all AHU safeties are operational (firestat, freezestat, high static pressure, etc.)

- 1.1.1.6 If applicable, verify that unit volume control (static pressure) is operational. Set fan volume control device for 100% capacity (terminal boxes set at 100% capacity)

- 1.1.1.7 Verify correct size and rating of motor overload

- 1.1.1.8 Verify fan motor is not overloaded; amperage readings do not exceed motor nameplate rating

- 1.1.1.9 Determine total supply and return air. Air quantities to be determined by duct traverse if duct configuration permits and air velocity is 1000 feet per minute or greater

- 1.1.1.10 Balance air distribution system (see Terminal Boxes and Air Distribution Devices)

- 1.1.1.11 If air volume is less than design and motor capacity is available, adjust fan or fans to supply and return design CFM. If new sheave or sheaves and belts are required, data will be submitted to Contractor

1.1.1.12 If applicable, determine the required static pressure and submit the static pressure control set point to control contractor for setting

1.1.1.13 Test and adjust the minimum outside air and return air CFM relationship to design

1.1.1.14 Test and record entering and leaving air temperature of electric heating coil to verify design heating capacity, if applicable

1.1.1.15 Verify all temperature control devices are set and calibrated at design set point

1.1.2 Coil Units

1.1.2.1 Filters are clean

1.1.2.2 Verify correct fan rotation

1.1.2.3 If belt driven, verify proper belt tension and that fan motor sheaves are properly aligned

1.1.2.4 Verify that all Fan Coil unit safeties are operational

1.1.2.5 Verify correct size and rating of motor overload protection

1.1.2.6 Verify fan motor is not overloaded; amperage readings do not exceed motor nameplate rating

1.1.2.7 Determine total supply air

1.1.2.8 If air volume is less than design and motor capacity is available, adjust fan to supply design CFM. If belt driven and new sheave or sheaves and belts are required, data will be submitted to Contractor

1.1.2.9 Balance air distribution system (see Air Distribution Devices).

1.1.2.10 Test and record entering and leaving air temperature of electric heating coil to verify design heating capacity, if applicable

1.1.2.11 Verify all temperature control devices are set and calibrated at design setpoint

1.1.3 Terminal Boxes

1.1.3.1 Determine sequence of operation from the specifications and verify that all control devices are installed and operational

1.1.3.2 Set primary air volumes (minimum and maximum) and adjust fan volume, if applicable

1.1.3.3 Balance air distribution system (see Air Distribution Devices)

1.1.3.4 Test capacity of heating devices, if applicable, by measuring entering and leaving air temperature of device

1.1.3.5 Test and verify box sequence operation to ensure specified control sequence

1.1.3.6 Check calibration of thermostat

1.1.4 Air Distribution Devices

1.1.1.1 Preset all volume dampers in the 100% open position

1.1.1.2 Determine and verify proper air pattern detection devices have been installed

1.1.1.3 Read out all air distribution devices serviced by their source (VAV Terminal, FPB Terminal, Fan Coil Unit, Constant Volume Air Handling Unit, Supply Fan, Exhaust Fan, etc.)

1.1.1.4 Balance all air distribution devices proportional to design CFM

1.1.1.5 Adjust source to design CFM

1.1.1.6 Verify that all air distribution devices are within plus or minus 10% of design

1.1.5 Supply/Exhaust/Smoke Fans

1.1.5.1 Verify correct fan rotation

1.1.5.2 If belt driven, verify proper belt tension and that the fan and motor are properly aligned.

1.1.5.3 Verify that all safeties and interlocks are operational

1.1.5.4 Verify correct size and rating of motor overload protection

1.1.5.5 Verify fan motor is not overloaded; amperage readings do not exceed nameplate rating

1.1.5.6 Determine total air. Air quantities to be determined by duct traverse if duct configuration permits and air velocity is 1000 feet per minute or greater

1.1.5.7 If air volume is less than design and motor capacity is available, adjust fan to design CFM. If new sheave or sheaves and belts are required, data will be submitted to Contractor

1.1.5.8 Balance air distribution system (see Air Distribution Devices)

1.1.6 Pumps

1.1.6.1 At the time the contractor removes the strainers, verify that they are clean and the proper type.

1.1.6.2 Verify correct pump rotation

1.1.6.3 Verify correct sizing of each motor overload protection

1.1.6.4 Verify pump motors are not overloaded; amperage readings do not exceed motor nameplate rating

1.1.6.5 Preset all manual valves at pumps and heat transfer devices to 100% open position

1.1.6.6 Set all automatic control valves to 100% flow position

1.1.6.7 Determine total GPM by measuring actual pumping head of pump and relate to manufacturer's curves

1.1.6.8 Measure actual pressure drop at each heat transfer device and flow metering device, if applicable

1.1.6.9 Balance all heat transfer devices proportional to within 10% of design GPM by adjusting balancing valves

1.1.6.10 If GPM is above design and the mechanical specifications indicate the pump impellers are to be trimmed to provide design GPM, data will be furnished in order that the Contractor can trim the impeller or impellers. If not, discharge balancing valve at each pump will be adjusted as required to obtain design GPM as related to the manufacturer's curves

1.1.6.11 Verify all interlocks and flow switches

1.1.6.12 Test and record entering and leaving air and water temperatures at all heat transfer devices

- 1.2 During the balancing process, all abnormalities or malfunctions of equipment or components discovered by the Testing, Adjusting, and Balancing personnel, will be reported in the interim test and balance report to the project Architect/Engineer, Owner and Contractor so that the condition can be corrected expediently.
- 1.3 The temperature controls will be verified for calibration and proper relationship between control devices. The Contractor will be advised of any instruments out of calibration in the interim test and balance report so that the Automatic Temperature Controls (ATC) contractor can recalibrate, using data supplied by the Testing, Adjusting, and Balancing firm. The ATC contractor shall assist the Testing, Adjusting, and Balancing firm as required.
- 1.4 Thoroughly test the Energy Management (EMS), if applicable. The testing of the Energy Management System shall include all HVAC controls, sensors, operators, sequences, etc. The tests shall include verification that commands introduced at the EMS console actually occur and temperatures, pressures, etc. indicated at the EMS console correlate with the actual reading at the sensing point. The ATC contractor and/or EMS contractor shall provide technical support to the Testing, Adjusting, and Balancing firm for a complete check of the HVAC temperature controls and/or the Energy Management System.
- 1.5 After testing, adjusting and balancing to design conditions, if comfort conditions are not being maintained, the air conditioning system shall be rebalanced within the limitation of the equipment installed to obtain comfort conditions. If comfort conditions cannot be obtained, a report will be submitted giving specific data regarding the trouble area.
- 1.6 Make a total of three (3) inspections within ninety (90) days after occupancy of the building, and make adjustments if required, to insure that satisfactory conditions are being maintained throughout. Inspections to be coordinated through the Architect/Engineer and Owner and shall be documented with a supplemental report containing data and information as required.
- 1.7 Make an inspection during the opposite season from that in which the initial adjustments were made and at that time make any necessary modifications to the initial adjustment required to produce optimum operation of the systemic components to produce the proper conditions in each conditioned space. The opposite season inspection shall be coordinated with the Architect/Engineer and Owner. This inspection shall be documented with a supplemental report containing any pertinent data and information regarding readings and adjustments made.
- 1.8 TESTING, ADJUSTING, BALANCING REPORT
 - 1.8.1 The Testing, Adjusting, and Balancing report shall incorporate all performance data for HVAC systems. The intent of the final report is to provide a reference of actual operating conditions for the Owner's operating personnel.

1.8.2 All measurements and recorded readings (of air, water, electricity, etc.) that appear in the report must be made on site by the permanently employed technicians or engineers of the Testing, Adjusting, and Balancing firm.

1.8.3 The Testing, Adjusting, and Balancing report shall include but not be limited to the following:

1.8.3.1 Index

1.8.3.2 Preface: A general discussion of the system, an outline of normal and ventilation modes of operation, any unusual operating conditions and any deficiencies corrected.

1.8.3.3 Instrumentation List: A list of instruments used by type, model, range and calibration date. All instruments must be calibrated within six (6) months prior to starting date of Testing, Adjusting, and Balancing services.

1.8.3.4 Air Handling Units, Fan Coil Units, etc.:

1.8.3.1.1 Manufacturer, model, size, and serial number

1.8.3.1.2 Design and actual CFM (Supply, Return and Outside)

1.8.3.1.3 Design and actual RPM

1.8.3.1.4 Static pressure entering and leaving filters, coils, and fan

1.8.3.1.5 Motor nameplate data

1.8.3.1.6 Motor starter data and motor overload protection size and rating

1.8.3.1.7 Actual motor amperage and voltage (all phases)

1.8.3.1.8 Filter; type, size and quantity

1.8.3.5 Terminal Boxes:

1.8.3.5.1 Manufacturer, model and size

1.8.3.5.2 Location

1.8.3.5.3 Design and actual primary air CFM (maximum and minimum)

1.8.3.5.4 Design and actual fan CFM, if applicable

1.8.3.5.5 Electric duct heater KW and actual temperature differential across electrical heating coil.

1.8.4 Air Distribution Devices:

1.8.1.1 Manufacturer, model and size

1.8.1.2 Location

1.8.1.3 Design and actual CFM (cooling and heating)

1.8.1.4 Air distribution devices where a velocity indicating instrument is used to determine CFM; required and actual velocity in FPM. (When hood used to determine CFM, only CFM recorded).

1.8.5 Supply/Exhaust Fans:

1.8.5.1 Manufacturer, model and size

1.8.5.2 Design and actual CFM

1.8.5.3 Design and actual RFM

1.8.5.4 Design and actual static pressure

1.8.5.5 Motor nameplate data

1.8.5.6 Motor starter data and motor overload protection size and rating

1.8.5.7 Actual motor amperage and voltage (all phases)

1.8.6 Water Coils

1.8.6.1 Manufacturer

1.8.6.2 Design and actual CFM

1.8.6.3 Design and static pressures

1.8.6.4 Design and actual entering and air temperatures

1.8.6.5 Design and actual leaving air temperatures

1.8.6.6 Actual outside air temperature

1.8.6.7 Design and actual entering water temperature

1.8.6.8 Design and actual leaving water temperature

1.8.6.9 Design and actual coil pressure drop

1.8.6.10 Design and actual GPM

1.8.7 Pumps:

1.8.7.1 Manufacturer, model and size

1.8.7.2 Design and estimated impeller size from manufacturers pump curves

1.8.7.3 Actual pump suction and discharge pressures

1.8.7.4 Design and actual pumping head

1.8.7.5 Design and actual GPM

1.8.7.6 Motor nameplate data

1.8.7.7 Motor starter data and motor overload protection size and rating

1.8.7.8 Actual motor amperage and voltage (all phases)

1.9 INSTRUCTIONS TO OPERATING PERSONNEL

1.9.1 Testing, Adjusting, and Balancing firm shall instruct the operating personnel regarding the following:

1.9.1.1 Systems Operation

1.9.1.2 Unusual Operating Conditions

1.9.1.3 System Troubleshooting Procedure

1.10 GUARANTEE

1.10.1 Provide warranty of twelve (12) months after occupancy during which time the Architect/Engineer and/or Owner may, at his discretion, request check of the balance of any HVAC equipment. Provide Testing, Adjusting, and Balancing technicians to assist as required in making such tests. When any device is found not balanced in accordance with the mechanical plans and specifications, that HVAC system shall be completely rebalanced as directed by the Architect/Engineer and/or Owner at the Testing, Adjusting, and Balancing firms expense.

1.11 The above listing must not be taken as all inclusive regarding test and procedures. Additional information or tests beneficial to the project should be noted in the information submittal. The final and actual specification sections and work may vary.

EXHIBIT “B”

COMPLETION SCHEDULE

This agreement shall be effective upon execution by both parties and shall be in effect beginning on the date of award and continue for one (1) year with the option of four (4) one (1) year renewals.

Project Schedule will be determined by each individual project.

SAMPLE

EXHIBIT “C”

PAYMENT SCHEDULE

Invoices will be transmitted to the County on a monthly basis based on a percentage of work completed at that time. The Fee Schedule for Services is shown on the next page.

EXHIBIT “D”

INFORMATION TO BE PROVIDED BY THE COUNTY

The County will make available to Firm any and all information, data, etc. as it may have in its possession relating to the project described herein.

SAMPLE

EXHIBIT "E"

INSURANCE REQUIREMENTS

1.1 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

1.1.1 **Commercial General Liability** insurance including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability.

- Each Occurrence: \$1,000,000
- Personal & Adv Injury: \$1,000,000
- Products/Completed Operation: \$1,000,000
- General Aggregate: \$2,000,000

1.1.2 **Workers Compensation** insurance as required by the laws of Texas, and Employers' Liability.

Employers' Liability

- Liability, Each Accident: \$500,000
- Disease-Each Employee: \$500,000
- Disease – Policy Limit: \$500,000

1.1.3 **Commercial Automobile Liability** insurance including owned, non-owned, and hired vehicles used in connection with the contract.

- Combined Single Limit – Each Accident: \$1,000,000

1.1.4 **Professional/Errors & Omissions Liability** insurance with a two (2) year extended period of coverage, (i.e. tail coverage). If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

- Each Occurrence/Aggregate: \$1,000,000

1.1.5 **Umbrella/Excess Liability** insurance.

- Each Occurrence/Aggregate: \$1,000,000

1.2 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

1.2.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be for General Liability, Commercial Automobile Liability and Workers' Compensation.

1.2.2 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

1.2.3 All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.

1.2.4 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.

1.2.5 All copies of Certificates of Insurance shall reference the project/contract number.

1.3 All insurance shall be purchased from an insurance company that meets the following requirements:

1.3.1 A financial rating of A+VII or better as assigned by the BEST Rating Company or equivalent.

1.4 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

1.4.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

1.4.2 Sets forth the notice of cancellation or termination to Collin County.

EXHIBIT "F"

AFFIDAVIT OF REGULATION OF CONFLICTS OF INTEREST

The undersigned declares and affirm that during the term of this contract they will maintain compliance as defined in Vernon's Texas Codes Annotated, Local Government Code Title 5, Section C, Chapter 171.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Firm _____

Title of Officer _____

Signature of Officer _____

Date: _____

ACKNOWLEDGMENT

STATE OF TEXAS }

COUNTY OF _____ }

BEFORE ME, on this day personally appeared _____, known to me (or proved to me on the oath of _____ or through _____ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2021.

Notary Public, State of Texas

Printed Name

My Commission expires on the _____ day of _____, _____.

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 Burke – Director of Building Projects

Rick Monk – Director of Facilities Maintenance

Purchasing:

Michelle Charnoski, NIGP-CPP, CPPB – Purchasing Agent

Marci Chrismon – Asst. Purchasing Agent

J. D. Griffin, CPPB – Senior Buyer

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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.

OFFICE USE ONLY

Date Received

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

2 ☐ **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.)

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

Name of Officer

4 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

5 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.

6 ☐ 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).

7

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:

- (2) the vendor:

(A) 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

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) 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:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) 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:

(1) 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);

(2) 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

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) 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:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) 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

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-				-			
or											
Employer identification number											
					-						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.