



# Collin County Purchasing

**2022-207**

## **Architectural Services for New Healthcare, Parking Garage and Medical Examiner Facilities**

Issue Date: 3/22/2022

Questions Deadline: 4/7/2022 05:00 PM (CT)

Response Deadline: 4/14/2022 02:00 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](mailto:jgriffin@co.collin.tx.us)

## Event Information

Number: 2022-207  
Title: Architectural Services for New Healthcare, Parking Garage and Medical Examiner Facilities  
Type: Request for Qualifications  
Issue Date: 3/22/2022  
Question Deadline: 4/7/2022 05:00 PM (CT)  
Response Deadline: 4/14/2022 02:00 PM (CT)  
Notes: Please log in to view RFQ documents.

## Ship To Information

Address: McKinney, TX

## Billing Information

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

## Bid Attachments

### LEGAL NOTICE\_RFQ 2022-207.doc

Legal Notice

[Download](#)

### General\_Instructions\_Qualifications\_09.08.21.docx

General Instructions Qualifications Updated 09/08/2021

[View Online](#)

### Terms\_of\_Contract\_Qualifications\_-\_9.9.21.docx

Terms of Contract - Qualifications

[View Online](#)

### RFQ Specifications.docx

RFQ Specifications

[View Online](#)

### Attachment A-Special Conditions for Contracts Funded by U.S. Federal Grant.docx

Attachment A-Special Conditions for Contracts Funded by U.S. Federal Grant

[View Online](#)

### Attachment B-Sample Agreement - Architectural Services.doc

Attachment B-Sample Agreement - Architectural Services

[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**

<b>1</b>	<b>eBid Notice</b> 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.  _____  _____  <i>(Required: Maximum 1000 characters allowed)</i>
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<b>2</b>	<b>Contact Information</b> 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.  _____  _____  _____  <i>(Required: Maximum 4000 characters allowed)</i>
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<b>3</b>	<b>Exceptions</b> Do you take exception to the specifications? If so, by separate attachment, please state your exceptions. <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(Required: Check only one)</i>
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<b>4</b>	<b>Insurance Acknowledgement</b> 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.  _____  _____  <i>(Required: Maximum 1000 characters allowed)</i>
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**5 Subcontractors**

State the business name of all subcontractors and the type of work they will be performing under this contract. If you are fully qualified to self-perform the entire contract, please respond with "Not Applicable-Self Perform".

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*(Required: Maximum 4000 characters allowed)*

**6 Reference No. 1**

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

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*(Required: Maximum 4000 characters allowed)*

**7 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.

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*(Required: Maximum 4000 characters allowed)*

**8 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.

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*(Required: Maximum 4000 characters allowed)*

**9 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)*

**1 0 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 1 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 2 Anti-Collusion Statement**

Bidder certifies that its Bid/Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid/Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in Agreement cancellation, return of materials or discontinuation of services and the possible removal from bidders list. Please initial.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Required: Maximum 1000 characters allowed)*

**1  
3 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  
4 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  
5 Critical Infrastructure Affirmation**

Pursuant to section 2274.0102 of the Texas Government Code, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries. Please initial.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Required: Maximum 1000 characters allowed)*

**1  
6 Energy Company Boycotts**

Pursuant to Section 2274.002 of the Texas Government Code, should the contract have a value of \$100,000 or more and the company employs 10 or more full-time employees, Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies, and (2) will not boycott energy companies during the term of the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency. Please initial.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Required: Maximum 1000 characters allowed)*

**17 Firearm Entities and Trade Associations Discrimination**

Pursuant to section 2274.002 of the Texas Government Code, should the contract have a value of \$100,000 or more and the company employs 10 or more full-time employees, Respondent verifies that: (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency. Please initial.

(Required: Maximum 1000 characters allowed)

**18 Compliance With Federal Law, Regulations, And Executive Orders**

The respondent acknowledges that FEMA financial assistance or other State and Federal Assistance may be used to fund all or a portion of the contract. The Respondent will comply with all applicable Federal and state law, regulations, executive orders, policies, procedures, and directives, as detailed in the document attached titled: "SPECIAL CONDITIONS FOR CONTRACTS FUNDED BY U.S. FEDERAL GRANT". Further, by initialing this attribute, the Respondent is verifying that during the performance of this Contract, should federal assistance be utilized, compliance with the certifications and provisions contained herein is mandatory and shall not be excluded and are not subject to changes, modifications and / or negotiation, unless explicitly indicated in writing by COLLIN COUNTY. Please initial.

(Required: Maximum 1000 characters allowed)

**19 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**

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

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 addenda 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 (91<sup>st</sup>) 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 SOQs 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. SOQs may be submitted in electronic format via Collin County eBid.

1.9 All SOQs 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 SOQs submitted in hard copy paper form. SOQs 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 its 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.  
  
Providers must be in compliance with the provisions of Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code. Providers/Respondent shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.
- 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 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:**

- 3.1 **PURPOSE:** Collin County is soliciting information from qualified architectural firms for the design of the following County facilities:

Collin County Healthcare and Parking Garage and Medical Examiner  
4200 Community Ave.  
McKinney, Texas 75071

Offerors will show the ability to Design and provide Construction Administration to build (1) a three story County Healthcare Facility of approximately 90,000 square feet of which half will be utilized and half will be shell space, with a 500 space parking garage and (2) a 20,000 square foot Medical Examiner Facility. The selected firm will provide a price to design and administrate the three buildings in a Design/Bid/Build format. The selected provider will include a consultant with experience in Medical Examiner operations to provide design input.

- 3.2 **BACKGROUND:** The County intends to design/expand the existing campus to increase availability of services during emergencies.
- 3.3 **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 552.001, *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 Statement of Qualifications (SOQ) information.
- 3.4 **TYPE OF CONTRACT:** Any contract resulting from this solicitation will be in the form of the Owner's Standard Architectural Agreement. (See Attachment B)
- 3.5 **INSURANCE:** Collin County shall require insurance per Exhibit "D" of the Architectural Services Agreement to be provided upon award of a contract.
- 3.6 **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.
- 3.7 **OWNER'S RESERVATION OF RIGHTS:** The Owner may evaluate the Qualifications based on the anticipated completion of all or any portion of the Project. The Owner reserves the right to divide the Project into multiple parts, to reject any and all Qualifications and re-solicit for new Qualifications, waive any formalities or minor technical inconsistencies, or 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.
- 3.8 **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 will require subjective judgments by the Owner.
- 3.9 **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. The Owner will not compensate Offerors for any expenses incurred in Qualifications preparation or for any presentations that may be made, unless agreed to in writing in advance or required by law.

- 3.10 The certifications and provisions stated in **Attachment A, Special Conditions for Contracts Funded By U.S. Federal Grant**, shall apply when Collin County expends federal funds for any contract resulting from this procurement process.

#### **4.0 SCOPE OF SERVICES**

Offerors will show the ability to Design and provide Construction Administration to build (1) a three story County Healthcare Facility of approximately 90,000 square feet of which half will be utilized and half will be shell space, with a 500 space parking garage and (2) a 20,000 square foot Medical Examiner Facility. The selected firm will provide a price to design and administrate the three buildings in a Design/Bid/Build format. The selected provider will include a consultant with experience in Medical Examiner operations to provide design input.

The Design Services for the Project shall include the following:

1. Schematic Design Documents. Surveying shall be included in the Scope. Geotechnical Engineering, soil borings, and Materials and Testing shall be included in the scope.
2. Design Documents.
3. Construction Documents.
4. Permitting through the City of McKinney
5. Bid Phase Services
6. Construction Administration Services

#### **5.0 STATEMENT OF QUALIFICATIONS**

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

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

- 5.1 Provide a statement of interest for the project including a narrative describing the Prime Firm's and sub-consultant unique qualifications as they pertain to this particular project.
- 5.2 Provide a statement on the availability and commitment of the Prime Firm and consultant's assigned principal(s) and professionals to undertake the assigned project in accordance with the project planning schedule.
- 5.3 Provide a brief history of the Prime Firm and consultant(s) proposed for the assigned project including when the firms were established, type of ownership and office locations. If more than one office is listed indicate the office of each firm that will manage that firm's part of the project and only list offices that may assist with this project; no more than five (comments may be made that indicates the total number of the firm's offices). If the firm has changed name or ownership with in the last three (3) years indicate the former name.
- 5.4 Provide an Organization Chart for the team proposed for the project if necessary to illustrate how the project will be managed (this may not be necessary for smaller projects).

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- 5.5 Provide resumes of key personnel (project manager, designer, other technical professionals, etc.) from the Prime Firm and sub-consultants who will be assigned to this Project. Resumes limited to one (1) page per person. If these personnel are not available at the time of execution of the contract, resumes of substitutes must be submitted for evaluation. The County reserves the right to rescind the selection decision and negotiate with the next firm.
- 5.6 Provide a statement on the Firm's experience with Healthcare, Medical Examiner, and Parking Garage design and your consultant's experience with Medical Examiner operations. All three types of buildings should be represented in the section listing past representative projects in item 5.12 below.

**PRIME FIRM'S ABILITY TO PROVIDE SERVICES**

- 5.7 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.
- 5.8 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.
- 5.9 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.
- 5.10 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.
- 5.11 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 engineering services.

**OFFEROR'S PERFORMANCE ON PAST REPRESENTATIVE PROJECTS**

- 5.12 List three (3) to five (5) projects for which you have provided services that are most related to the project(s) described in this RFQ (5 is not better than 3; emphasis should be on applicability to this project). List the projects in order of priority, with the most relevant project listed first. For all sub-consultants named in the response indicate which of the listed projects they also worked on. Projects listed must be only projects performed by individuals who are currently available to perform work in this proposed contract. It is acceptable to list a project performed by a listed professional when that person worked for another firm IF that person had a key role. This must be clearly stated. Provide the following information for each project listed:
  - 5.12.1 Project name, location, contract delivery method, and description
  - 5.12.2 Color images (photographic or machine reproductions)
  - 5.12.3 Final project size in linear feet.
  - 5.12.4 Type of construction (new, renovation, or expansion)
  - 5.12.5 Actual start and finish dates for design
  - 5.12.6 Actual Notice to Proceed and Substantial Completion dates for construction
  - 5.12.7 Description of professional services Prime Firm provided for the project
  - 5.12.8 Roles performed by professionals listed in this RFQ.
  - 5.12.9 Firm's References (for each project listed above, identify the following):

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- 5.12.9.1 The Owner's name and representative who served as the day-to-day liaison during the design and construction phases of the project, including telephone number
  - 5.12.9.2 Contractor's name and representative who served as the day-to-day liaison during the Preconstruction and/or construction phase of the project, including telephone number
  - 5.12.9.3 Length of business relationship with the Owner.
- 5.13 Identify completed projects, of any type, up to a maximum of three (3) for which the Prime Firm received an award for design excellence from a recognized organization and provide a short descriptive narrative for each.

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 any other references at any time during the RFQ process.

### **OFFEROR'S KNOWLEDGE OF BEST PRACTICES**

- 5.14 Describe the Prime Firm's design philosophy, design methodology, and its process for integrating institutional standards and accepted best practices into design.
- 5.15 Describe the Prime Firm's quality control and quality assurance program for design, explaining the method used to maintain quality control during the development of Preliminary Design Documents and Construction Documents, both for the Prime Firm and the Consultants. Describe how the Prime Firm and/or the Consultants accomplish quality assurance during the Construction phase of a project. Provide specific examples of how these techniques or procedures were used for any combination of three (3) to five (5) projects listed in response to 5.12.
- 5.16 Describe your cost estimating methods for the design and construction phases. How do you develop cost estimates and how often are they updated? For any combination of three (3) to five (5) projects listed in response to 5.12, provide examples of how these techniques were used and what degree of accuracy was achieved.
- 5.17 Describe the way in which your firm develops and maintains work schedules to conform to the Owner's project schedule. For any combination of three (3) to five (5) projects listed in response to Criteria 5.12, provide examples of how these techniques were used.
- 5.18 Describe the project team's approach to assuring timely completion of this project including the types of records, reports, monitoring systems, and information management systems that your firm used in the management of the projects listed above. Describe how you used these systems for any combination of three (3) to five (5) projects listed in response to 5.12. Include methods used for schedule recovery if it was necessary.
- 5.19 Describe how you plan to ensure continuity of project objectives starting with design solution, moving through construction documents, and finishing with a constructed project that meets the Owner's requirements.
- 5.20 Describe how you track Owner input and review comments on your design document submittals to confirm that they have been addressed. Provide examples of reports/logs used for tracking response to and closure on Owner comments.

**OFFEROR’S ABILITY TO IDENTIFY AND RESOLVE PROBLEMS ON PAST PROJECTS**

- 5.21 Describe your understanding of the administrative challenges and opportunities associated with providing Design and Construction Administration services for the assigned road or bridge project and your strategy for resolving these issues.
- 5.22 What do you perceive are the critical issues for this project?
- 5.23 Understanding schedule limitations provide an analysis of the Owner’s project planning schedule and describe how you plan to develop and communicate design, scope, and budget options in a form that will quickly facilitate the Owner’s decision making.
- 5.24 For any three (3) of the projects listed in response to 5.12, describe any conflicts with the Owner, Consultants, Contractor, or subcontractors, and describe the methods your firm used to resolve those conflicts.

**6.0 RANKING CRITERIA**

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

<b>DESCRIPTION</b>	<b>POINTS</b>
Statement Of Qualifications and Ability to Undertake The Project – Proposed Personnel of Prime Firm and Sub-Consultant(s)	20
Prime Firm’s Ability To Provide Services	10
Offeror’s Performance On Past Representative Projects	45
Offeror’s Knowledge Of Best Practices	10
Offeror’s Ability To Identify And Resolve Problems On Past Projects	10
Offeror’s Proposal Format	5
<b>TOTAL</b>	<b>100</b>

After qualification statements have been scored by the Evaluation Committee, the County may require interviews or presentations by one (1) or more of the most qualified Offeror(s). The Evaluation Committee will then identify the most highly qualified Offeror and enter into contract negotiations with that Offeror. The County reserves the right to bypass the interview process and begin negotiations with the Offeror determined to be the most qualified.

**7.0 FORMAT FOR STATEMENT OF QUALIFICATIONS**

**GENERAL INSTRUCTIONS**

- 7.1 Qualifications shall be prepared **SIMPLY AND ECONOMICALLY**, providing a straightforward, **CONCISE** description of the Offeror's ability to meet the requirements of

RFQ No. 2022-207

this RFQ. Emphasis shall be on the QUALITY, completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner's needs.

- 7.2 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.
- 7.3 The County prefers that you submit your qualification statement by uploading it to Collin County eBid <https://collincountytx.ionwave.net> or by providing it on a flash drive or CD-ROM.
- 7.4 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).
- 7.5 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.
- 7.6 Qualifications and any other information submitted by Offerors in response to this RFQ shall become the property of the Owner.
- 7.7 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.
- 7.8 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.
- 7.9 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.
- 7.10 Qualifications shall consist of answers to questions identified in Section 5 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.
- 7.11 Failure to comply with all requirements contained in this Statement of Qualifications may result in the rejection of the Qualifications.
- 7.12 Additional attachments shall NOT be included with the Qualifications. Only the responses provided by the Offeror to the questions identified in Section 5 of this RFQ and any information obtained from references will be used by the Owner for evaluation.
- 7.13 Separate and identify each criteria response to Section 5 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:

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- 7.14 Submittals shall include a “Table of Contents” and give page numbers for each part of the Qualifications.

PAGINATION:

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

Remainder of page intentionally left blank

**8.0 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.

8.1 REPRESENTATIONS

By signing below, Offeror represents and warrants that:

- 8.1.1 the Qualifications and all statements and information prepared and submitted in response to this RFQ are current, complete, true and correct;
- 8.1.2 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 of the County;
- 8.1.3 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;
- 8.1.4 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
- 8.1.5 no compensation has been received for participation in the preparation of this RFQ (ref. Section 2155.004 Texas Government Code);
- 8.1.6 Offeror complies with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action;
- 8.1.7 to the best of its knowledge, no member of the or other Collin County Elected official has a financial interest, directly or indirectly, in the Project; and
- 8.1.8 each individual or business entity proposed by Offeror as a member of its team that will engage in the practice of engineering will be selected based on demonstrated competence and qualifications only.

CHECKLIST

- 8.2 REQUESTED DOCUMENTATION INCLUDED?
- 8.3 ORIGINAL AND FOUR (4) COPIES INCLUDED IF SUBMITTING MANUALLY?
- 8.4 ALL QUESTIONS ADDRESSED IN REQUIRED FORMAT?
- 8.5 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

_____ / _____	
<b>SIGNATURE</b>	<b>DATE</b>

## ATTACHMENT A-SPECIAL CONDITIONS FOR CONTRACTS FUNDED BY U.S. FEDERAL GRANT

The following certifications and provisions are required and apply when COLLIN COUNTY expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. 200.326 all contracts, including small purchases awarded by the Agency and the Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable. The certifications and provisions contained herein shall supersede all terms and conditions within this solicitation. Compliance with the certifications and provisions contained herein is mandatory and shall not be excluded and are not subject to changes, modifications and / or negotiation, unless explicitly indicated in writing by COLLIN COUNTY

During the performance of this Contract, should federal assistance be utilized, the Supplier to agree as follows:

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BREACH OF CONTRACT

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Any violation or breach of terms of this Contract on the part of the Supplier may result in the suspension or termination of this Contract or such other action that may be necessary to enforce the rights of the parties of this Contract.

COLLIN COUNTY will provide Supplier written notice that describes the nature of the breach and corrective actions the Supplier must undertake in order to avoid termination of the Contract. COLLIN COUNTY reserves the right to withhold payments to Supplier until such time the Supplier corrects the breach or COLLIN COUNTY elects to terminate the Contract. The COUNTY's notice will identify a specific date by which the Supplier must correct the breach.

COLLIN COUNTY may proceed with termination of the contract if the Supplier fails to correct the breach by the deadline indicated in the COUNTY's notice.

The duties and obligations imposed by this Contract and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

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NON-DISCRIMINATION PROVISIONS

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- (1) The Supplier will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Supplier will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Supplier agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Supplier will, in all solicitations or advertisements for employees placed by or on behalf of the Supplier, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Supplier will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Supplier's legal duty to furnish information.

ATTACHMENT A-SPECIAL CONDITIONS FOR CONTRACTS FUNDED BY U.S. FEDERAL GRANT

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- (4) The Supplier will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Supplier's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Supplier will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Supplier will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Supplier's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Supplier may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Supplier will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Supplier will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Supplier becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Supplier may request the United States to enter into such litigation to protect the interests of the United States.  
The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency instrumentality or subdivision of such government which does not participate in work on or under the contract.  
COLLIN COUNTY has agreed that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of the Supplier and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.  
The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Supplier debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Suppliers and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, COLLIN COUNTY has agreed that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part the grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Pursuant to Federal Rule (C) above, when COLLIN COUNTY expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

## DAVIS-BACON ACT

**Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when COLLIN COUNTY expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

## CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- (1) Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E. Under 40 U.S.C. § 3702, each Supplier must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- (2) Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (3) Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No Supplier or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b) (1) of this section the Supplier and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Supplier and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be

## ATTACHMENT A-SPECIAL CONDITIONS FOR CONTRACTS FUNDED BY U.S. FEDERAL GRANT

computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. The COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Supplier or subcontractor under any such contract or any other Federal contract with the same prime Supplier, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Supplier, such sums as may be determined to be necessary to satisfy any liabilities of such Supplier or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

Subcontracts. The Supplier or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime Supplier shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

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 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT
 

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**If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.**

Pursuant to Federal Rule above, when federal funds are expended by COLLIN COUNTY, the vendor certifies that during the term of an award for all contracts by COLLIN COUNTY resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule above.

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 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT COMPLIANCE
 

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- (1) The Supplier agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Supplier agrees to report each violation to the COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Supplier agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- (4) The Supplier agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (5) The Supplier agrees to report each violation to the COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (6) The Supplier agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

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 DEBARMENT AND SUSPENSION
 

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(1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Supplier is required to verify that none of the Supplier’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

## ATTACHMENT A-SPECIAL CONDITIONS FOR CONTRACTS FUNDED BY U.S. FEDERAL GRANT

- (2) The Supplier must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by COLLIN COUNTY. If it is later determined that the Supplier did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to COLLIN COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The Supplier to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the term of this Contract.

## BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C.1352)

**Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (I) above, when federal funds are expended by COLLIN COUNTY, the vendor certifies that during the term and after the awarded term of an award for all contracts by COLLIN COUNTY resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

## PROCUREMENT OF RECOVERED MATERIALS

To comply with CFR 200.322, bidder acknowledges that Suppliers must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management Services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. COLLIN COUNTY requires that when practicable, recycled materials and sustainable products are used.

## DOMESTIC PREFERENCE

- (A) Consistent with 2 C.F.R 200.322, COLLIN COUNTY requires the "domestic preferences" to be incorporated in all solicitations when COLLIN COUNTY expends federal funds. This shall be enforced to the greatest extent practicable under a Federal award, and provides a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all sub awards including all contracts and purchase orders for work or products under this award.

## ATTACHMENT A-SPECIAL CONDITIONS FOR CONTRACTS FUNDED BY U.S. FEDERAL GRANT

(B) For the purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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When federal funds are expended by COLLIN COUNTY for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

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HEALTH AND SAFETY STANDARD

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COLLIN COUNTY requires that all suppliers and subcontractors comply with the safety and health standards published in 41 CFR part 50-204, including any matters incorporated by reference therein. Additionally, every Supplier or subcontractor shall comply with the recordkeeping requirements of 29 CFR part 1904.

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CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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When COLLIN COUNTY expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

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CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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Vendor certifies that Vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

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CERTIFICATION OF ACCESS TO RECORDS - 2 C.F.R. § 200.336

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Vendor agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

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FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Supplier has full responsibility to monitor compliance to the referenced statute or regulation. The Supplier must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

## ATTACHMENT A-SPECIAL CONDITIONS FOR CONTRACTS FUNDED BY U.S. FEDERAL GRANT

## OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Supplier must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Supplier retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Supplier must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor - Occupational Safety and Health Administration.

(4) NO USE OF DEPARTMENT OF HOMELAND SECURITY SEALS, LOGOS, ETC.

Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

## COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance or other State and Federal Assistance may be used to fund all or a portion of the contract. The Supplier will comply with all applicable Federal and state law, regulations, executive orders, policies, procedures, and directives.

## NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject any obligations or liabilities to the non-Federal entity, Supplier, or any other party pertaining to any matter resulting from the Contract.

## PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Supplier acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this contract.

## ENTITY LIST

The Supplier acknowledges it is not on the Department of Commerce's Export Administration Regulations (EAR)'s list of names of certain foreign persons – including businesses, research institutions, government and private organizations, individuals, and other types of legal persons – that are subject to specific license requirements for the export, reexport and/or transfer (in-country) of specified items. These persons comprise the Entity List, which is found in Supplement No. 4 to Part 744 of the EAR. On an individual basis, the persons on the Entity List are subject to licensing requirements and policies supplemental to those found elsewhere in the EAR. If the Supplier is on the Entity List, then it shall provide documents showing it has the necessary license to fulfill the requirements of the Solicitation.

## CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES &amp; LABOR SURPLUS AREA FIRMS

- (A) Consistent with 2 C.F.R. 200.321, COLLIN COUNTY shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (B) Affirmative steps must include:
- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;



- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

# ARCHITECTURAL 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 \_\_\_\_\_ company, hereinafter referred to as “Architect”, to be effective from and after the date as provided herein.

## WITNESSETH:

**WHEREAS**, the County desires to engage the services of the Architect to design (1) a three story County Healthcare Facility of approximately 90,000 square feet of which half will be utilized and half will be shell space, with a 500 space parking garage and (2) a 20,000 square foot Medical Examiner Facility; and

**WHEREAS**, the Architect desires to render such Architectural 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 Architect

The County hereby agrees to retain the Architect to perform professional Architectural services in connection with the Project; Architect 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 Before commencing work on any project the Architect shall submit his proposed fee in writing. Should the fee not be acceptable, Collin County will have the right to contact the next most qualified Architectural firm per RFQ 2022-207 and attempt to negotiate a fair and reasonable price per section 2254.004 of the Texas Government Code. 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 Architect will serve as the County’s professional Architectural representative under this Agreement, providing professional Architectural, consultation, advice and furnishing customary services incidental thereto. The Architect 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 Architect 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 Architectural work to be performed hereunder. The Architect 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 Architect's personnel at a construction site, whether as on-site representatives or otherwise, do not make the Architect 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 Architect 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 Architect will make periodic recommendations for periodic construction progress payments to the construction contractor. Recommendations by the Architect to the County for periodic construction progress payments to the construction contractor will be based on the Architect'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 Architect agrees to provide a complete and coordinated set of drawings and specifications for the construction of 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 Architect 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 Architect 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 Architect 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. Architect 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 Architect 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 Architect is delayed in the progress of the work on the Project by an act or neglect of the County, County's employees, separate contractors employed by the County, by changes ordered in the Project, fire, adverse weather conditions not reasonably anticipated, unavoidable casualties or other causes beyond the Architect's control, delay authorized by the County pending arbitration, or by other causes which the County and Architect 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 Architect's sole remedy for

any delays or suspension shall be an extension of time. The County shall not be independently liable to the Architect 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 negotiated fee will be based on the hourly rates in Exhibit "A". The parties agree that the Architect shall be compensated for all services provided pursuant to this Agreement. Architect further agrees that it will prepare and present monthly progress reports and itemized statements for each project assigned. Payment will be made in accordance with The Texas Government Code, Title 10, Subtitle F, Chapter 2251. Architect further agrees to the following terms prior to payment being due by County:

##### **A. Invoice and Payment**

- (1) The Architect shall provide the County sufficient documentation to reasonably substantiate the invoices.
- (2) The Architect 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 Architect, prior to the Architect's commencement of its services, all that information set forth and described on Exhibit "B", which is attached hereto and thereby made a part of this Agreement.

5.2 The County will make its facilities accessible to the Architect as required for the Architect's performance of its services. The Architect 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 Architect to acquaint itself with the available information will not relieve the Architect 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 Architect.

#### **VI. Progress Meetings**

In addition to providing the monthly progress reports as required under Paragraph IV herein above, Architect agrees to attend all regularly scheduled meetings with Collin County staff and other meetings as may be required, related to the "Project" and scheduled by County. Architect shall, at such meetings, outline work accomplished and special problems 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 Architect 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**

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

## **VIII. Indemnity**

8.1 The Architect agrees to the fullest extent permitted by law, to indemnify and hold harmless the County and its officers, agents and employees of and from damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, arising out of or occasioned by Architect's breach of any of the terms or provisions of this Agreement, or by any other negligent act, error or omission of the Architect, its agents, servants, employees, subcontractors, licensees, invitees, or any other persons or entities for whose acts the Architect is legally liable.

8.2 In claims against any person or entity indemnified under this Section 8.1 by an employee of the Architect, anyone directly or indirectly employed by the Architect or anyone for whose acts the Architect may be liable, the indemnification obligation under this Section 8.1 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Architect under workers' compensation acts, disability benefit acts or other employee benefit acts.

8.3 The Architect must be in compliance with the provisions of Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code. The Architect shall perform services (1) with professional skill and care ordinarily provided by competent Architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent Architect.

## **IX. Independent Contractor**

In the performance of services hereunder, the Architect 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 Architect 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 Architect further agrees that the assignment or subletting of any portion or feature of the services required in the performance of this Agreement shall not relieve the Architect from its full obligations to the County as provided by this Agreement.

## **XI. Audits and Records/Prohibited Interest**

11.1 The Architect agrees that at any time during normal business hours, and as often as County may deem necessary, Architect 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 Architect 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 Architect shall execute the Affidavit shown in Exhibit "E". Architect understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the agreement voidable.

11.3 The Architect 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 Architect. In the event of such termination without cause, Architect shall deliver to County all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Architect in connection with this Agreement. Architect 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, Architect 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. Cost Estimates**

The parties recognize and agree that any and all Architect's estimates of probable construction costs (estimates) prepared by Architect in connection with the Project represent the best judgment of Architect as a design professional familiar with the construction industry, but that the Architect has no control over costs or the price of labor, equipment or materials or over the Contractor's methods of pricing and does not guarantee that any bids solicited or received in connection with the Project will not vary from estimates prepared by Architect.

## **XIV. Ownership of Documents**

Original drawings and specifications (Instruments of Service) created by Architect are the property of the Architect; however, the Project is the property of the County, and Architect 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 Architect, Architect will revise drawings to reflect significant changes made during construction as per the marked-up prints, drawings, and other data furnished to the Architect by or through the County or Contractor. Architect 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 Architect'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 Architect to be complete and accurate. As such, Architect 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 Architect shall not be liable for the use of such drawings for any project other than the Project described herein.

#### **XV. Complete Contract**

15.1 This Agreement, including the exhibits hereto numbered "A" through "E", 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 Architect.

15.2 Warranties contained in this Agreement are in addition to and not in lieu of, any and all other liability imposed upon the Architect by law with respect to the Architect's duties, obligations, and performance hereunder. The Architect'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 Architect acknowledges that the County is relying upon the Architect's skill and experience in performing the services pursuant to this Agreement.

#### **XVI. Mailing of Notices**

Unless instructed otherwise in writing, Architect 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:

Contractual Issues:

Collin County Purchasing  
2300 Bloomdale Rd., Ste. 3160  
McKinney, TX 75071

Collin County Administrator  
Bill Bilyeu  
2300 Bloomdale #4192  
McKinney, Texas 75071

Technical Issues:

Construction and Projects  
Bill Burke  
4600 Community Ave.  
McKinney, TX 75069

County agrees that all notices or communications to Architect permitted or required under this Agreement shall be addressed to Architect 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.

## **XVII. 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 Architect, 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 this Agreement shall conform to the schedule as stipulated in Exhibit "C" attached herein. No other extension shall be authorized unless granted by written agreement between the County and Architect.

### **H. Observe and Comply**

Architect 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. Architect 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 of 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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
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, CPPB, 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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
Printed Name

My Commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**EXHIBIT "A"**

**SCOPE OF SERVICES AND FEE SCHEDULE**

A scope of services will be provided to Collin County for review and approval before the commencement of any work.

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.

SAMPLE

**EXHIBIT "B"**

**INFORMATION TO BE PROVIDED BY THE COUNTY**

The County will make available to Architect any and all information, data, etc. it may have in its possession or will have in its possession through current County contracts as applicable to each project. Information and data may include geotechnical investigations, soils reports, property surveys and topographic surveys.

SAMPLE

**EXHIBIT "C"**

**PROJECT SCHEDULE**

**SAMPLE**

**EXHIBIT "D"**  
**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: \$2,000,000
- 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:
  - 1.1.1 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.

SAMPLE



**EXHIBIT "E"**

**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 Architect \_\_\_\_\_

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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
Printed Name

My Commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

## **INFORMATION REGARDING** **CONFLICT OF INTEREST QUESTIONNAIRE**

During the 79<sup>th</sup> 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 84<sup>th</sup> 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](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>

At the time of this solicitation being released, the following are known to be involved in the planning, recommending, selecting, and contracting for the attached procurement:

Department:

Bill Bilyeu – County Administrator  
Bill Burke – Director of Building Projects  
Candy Blair – Health Care Administrative Manager  
Kerry Lindsey – Director of Strategic Initiatives

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

For vendor doing business with local governmental entity

## FORM CIQ

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](http://www.irs.gov/FormW9) for instructions and the latest information.

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

## 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.

<b>Social security number</b>													
				-					-				
<b>or</b>													
<b>Employer identification number</b>													
				-									

## Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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.

<b>Sign Here</b>	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](http://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.*