



Collin County Purchasing

2022-262

Construction Manager-Agent

Issue Date: 7/26/2022

Questions Deadline: 8/18/2022 05:00 PM (CT)

Response Deadline: 8/25/2022 02:00 PM (CT)

Collin County Purchasing

Contact Information

Contact: Hunter Alley Senior Buyer

Address: Purchasing

Admin. Building

Ste. 3160

2300 Bloomdale Rd.

Ste. 3160

McKinney, TX 75071

Phone: (972) 548-4117

Fax: (972) 548-4694

Email: halley@co.collin.tx.us

Event Information

Number: 2022-262
Title: Construction Manager-Agent
Type: Request for Qualifications
Issue Date: 7/26/2022
Question Deadline: 8/18/2022 05:00 PM (CT)
Response Deadline: 8/25/2022 02:00 PM (CT)
Notes: Pursuant to Tex. Gov't Code Ann. Ch. 2269, Subch. E, Construction Manager-Agent Me
County is soliciting statements of qualifications from qualified firms for a Construction M
Agent to assist County staff in the construction of six (6) federally grant-funded projects.

Ship To Information

Address: See Purchase Order
McKinney, TX 75071

Billing Information

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

Bid Attachments

2022-262 LEGAL NOTICE.doc

Legal Notice

General_Instructions_Qualifications_09.08.21.docx

1.0 General Instructions Qualifications Updated 09/08/2021

Terms_of_Contract_Qualifications_-_9.9.21.docx

2.0 Terms of Contract - Qualifications

RFQ_Specifications_2022-262_MC_tracks_5.4.22_HD 6.15.docx

3.0 RFQ Specifications

CMA PSA_DRAFT.docx

Attachment A: Professional Services Agreement - Sample

updated_ACKNOWLEDGEMENT_FORMS_FOR_TERMS_AND_CONDITIONS_FOR_FEDERAL.docx

Attachment B: Acknowledgement Forms, Federal Terms & Conditions

2022-262 HB23_CIQ.docx

Information Regarding Conflict of Interest Questionnaire

CIQ_113015.pdf

Conflict of Interest Questionnaire

W-9 rev 2018.pdf

W-9 Form

Requested Attachments

Qualification Statement

(Attachment required)

Acknowledgement Forms for Terms and Conditions for Federally Funded Projects (I through XI)

(Attachment required)

W-9

(Attachment required)

Conflict of Interest Questionnaire

Bid Attributes

1 eBid Notice

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

(Required: Maximum 1000 characters allowed)

2 Contact Information

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

(Required: Maximum 4000 characters allowed)

3 Delivery

Delivery will be F.O.B. inside delivery at Collin County designated locations and all transportation charges are to be paid by the supplier to destination. Please state delivery in calendar days from date of order.

(Required: Maximum 1000 characters allowed)

4 Exceptions

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

Yes No

(Required: Check only one)

5 Insurance Acknowledgement

I understand that the insurance requirements of this solicitation are required and are included in the submitted pricing. All proof of insurance shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract.

(Required: Maximum 1000 characters allowed)

6 Subcontractors

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

(Required: Maximum 4000 characters allowed)

7 Reference No. 1

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated, have been provided. Texas references are preferred. Include the following: Company/Entity, Contact, Address, City/State/E-Mail. It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County. The County reserves the right to contact references other than those listed, and to consider any information acquired from during the evaluation process.

(Required: Maximum 4000 characters allowed)

8 Reference No. 2

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated, have been provided. Texas references are preferred. Include the following: Company/Entity, Contact, Address, City/State/E-Mail. It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County. The County reserves the right to contact references other than those listed, and to consider any information acquired from during the evaluation process.

(Required: Maximum 4000 characters allowed)

9 Reference No. 3

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated, have been provided. Texas references are preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, E-Mail. It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County. Collin County reserves the right to contact references other than those listed, and to consider any information acquired from references during the evaluation process.

(Required: Maximum 4000 characters allowed)

10 Cooperative Contracts

As permitted under Title 8, Chapter 271, Subchapter F, Section 271.101 and 271.102 V.T.C.A. and Title 7, Chapter 77C, Section 791.025, V.T.C.A., other local governmental entities may wish to also participate under the same terms and conditions contained in this contract. Each entity wishing to participate must enter into an inter-local agreement with Collin County prior to participation. If such participation is authorized, all purchase orders will be issued directly from and delivered directly to the local governmental entity requiring supplies/services. Collin County shall not be held responsible for any damages, claims, or lawsuits placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to participate in this contract. Would bidder be willing to allow other local governmental entities to participate in this contract if awarded, under the same terms and conditions?

Yes No

(Required: Check only one)

11 Preferential Treatment

The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder if the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount. If a nonresident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter C).

1. Is your principal place of business in the State of Texas?
2. If your principal place of business is not in Texas, in which State is your principal place of business?
3. If your principal place of business is not in Texas, does your state favor resident bidders (bidders in your state) by increment or percentage?
4. If your state favors resident bidders, state by what dollar amount or percentage.

(Required: Maximum 4000 characters allowed)

1
2 **Debarment Certification**

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

(Required: Maximum 1000 characters allowed)

1
3 **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 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.

(Required: Maximum 1000 characters allowed)

1
4 **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. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law, the questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor violates the code. An offense under this section is a misdemeanor. By submitting a response to this request, the vendor certifies that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed questionnaire 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
5 **Anti-Collusion Statement**

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

(Required: Maximum 1000 characters allowed)

**1
6 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 contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized 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 is signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the contract. Section 2252.908 applies only to a contract entered into on or after January 1, 2016. Please initial.

(Required: Maximum 1000 characters allowed)

**1
7 Qualification Acknowledgment**

Offeror acknowledges that they understand the specifications, any and all addenda, agrees to the terms and conditions, and provides the minimum requirements stated herein. Offeror acknowledges they have read the document in its entirety and agrees to work with local conditions under which work is to be performed and will be responsible for any and all errors in the statement of qualifications resulting from Offeror's failure to do so. If statement is accepted, offeror further certifies and agrees to furnish any and all information upon conditions in the specifications of the Statement of Qualifications. Please initial.

(Required: Maximum 1000 characters allowed)

**1
8 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 972-4165. 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
9 Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgment of Attachments**

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

The Respondent has reviewed, completed, and signed the attached ACKNOWLEDGMENT FORMS FOR TERMS AND CONDITIONS FOR FEDERALLY FUNDED PROJECTS and will submit signed forms for this solicitation with their response. Please initial.

(Required: Maximum 1000 characters allowed)

Supplier Information

Company Name: _____

Contact Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Supplier Notes

The undersigned hereby certifies the foregoing qualifications submitted by the company hereinafter called "offeror" is the agent of said company and the person signing said qualification has been duly authorized to execute same. Offeror affirm duly authorized to execute this contract; this company; corporation, firm, partnership or individual has not prepared this qualification with any other offeror or other person or persons engaged in the same line of business; and that the contents of as to terms and conditions of said qualification have not been communicated by the undersigned nor by any employee or 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 (91st) day following public opening of submittals and only prior to award.

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

1.7 All 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 INTRODUCTION: Collin County is soliciting statements of qualifications from qualified firms for a Construction Management-Agent to assist County staff in the construction of six (6) federally grant-funded projects.
- 3.2 PUBLIC INFORMATION: All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 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 RFQ information.
- 3.3 TYPE OF CONTRACT: Any contract resulting from this solicitation will be in the form of the Owner’s Standard Professional Services Agreement. (See Attachment A)
- 3.4 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.
- 3.5 OWNER’S RESERVATION OF RIGHTS: The Owner reserves the right to reject any and all Qualifications and re-solicit for new Qualifications, or to reject any and all proposals and temporarily or permanently abandon the Project. Owner makes no representations, written or oral, that it will enter into any form of agreement with any Offeror to this RFQ for any project and no such representation is intended or should be construed by the issuance of this RFQ.
- 3.6 ACCEPTANCE OF EVALUATION METHODOLOGY: By submitting its Qualifications in response to this RFQ, Offeror accepts the evaluation process and acknowledges and accepts that determination of the “most qualified” firm(s) will require subjective judgments by the Owner.
- 3.7 NO REIMBURSEMENT FOR COSTS: Offeror acknowledges and accepts that any costs incurred from the Offeror’s participation in this RFQ shall be at the sole risk and responsibility of the Offeror.

4.0 SCOPE OF SERVICES:

- 4.1 The County is seeking Construction Management (CM) services to assist County staff in the construction of six (6) federally grant-funded projects. The CM consultant shall be expected to collaborate with County staff, contracted engineers, contracted architects, and vendors. The CM Consultant might be requested to assist in the following project phases, which include but are not limited to:
 - 4.1.1 Design Services: Reviewing and providing feedback to the ultimate design (provided by the County contracted A/E), cost estimating and value engineering;
 - 4.1.2 Construction Management: Construction Inspection, testing, administrative review, federally required Davis Bacon and Disadvantaged Business Enterprise (DBE) compliance, and associated work.
 - 4.1.3 Project Closeout; to include preparation of closeout documents and grant closeout documents.

4.2 The project(s) will be funded in part or in whole by ARPA grant funds. The CM may assist with the following projects:

4.2.1 Phase II Detention Center Expansion: As the project is planned today, the Phase II Detention Center Expansion Project provides for an approximately 150,000 square foot, 2-story addition to the west side of the existing jail. The existing jail shall remain secure and operational throughout the course of construction. Close coordination with the jail administration for matters of utility service interruptions, physical security, securing of equipment and control of construction employees will be paramount.

The addition will house healthcare administration for the private medical service provider health care clinic, 84 medical detoxification beds, 108 acute mental healthcare beds, and 226 subacute mental healthcare beds. A portion of the addition will span over the top of the existing vehicle sally port which will need to remain operational until the Phase 1 sally port is available for use. For now, and as the Phase 2 addition approaches completion, a connecting corridor will need to penetrate the west wall and connect to the existing main corridor of the jail. While not yet finalized, the site work will consist of excavation and grading, utility extensions, concrete walkways, and driveway and parking improvements. A single parking deck is a possibility if surface area does not allow.

4.2.2 Phase II Central Plant Improvements: The project includes modifications to the existing central plant. The modifications include but are not limited to replacing the existing 500 ton chillers located in the existing Central Utility Plant at the Collin County Justice Complex with new 1,000 ton chillers. The design shall be based on magnetic bearing (oil free) chillers. The scope shall include mechanical modifications to the existing piping and mechanical and electrical modifications for chillers, pumps, and cooling towers as needed to increase the central plant capacity to 1,000 tons. The scope includes integration of the new equipment into the existing BMS system and sequence of operations. The scope shall include minimal architectural and structural work based on the mechanical work.

4.2.3 Phase II Modular Central Plant Construction: The project includes new construction of one (1) modular central plant. The new Modular Central Plant shall include a new 2,000 ton modular central plant that can be expanded up to 5,000 tons. The modular plant shall be located behind the existing Collin County Courthouse. The modular plant shall be provided by a single manufacturer with equipment to be installed and connected as required for operation consistent with the existing central plant. It is expected that this plant shall provide chilled water for the Courthouse and Administration Building and be decoupled from the existing central plant through motorized valves. The motorized valves, controlled through the County's BMS system, will allow the modular central plant the ability to provide supplemental cooling to other buildings on the chilled water loop. The scope shall include a small office, IT room for connection to the modular plant, and storage. The scope shall include architecture and structural work for the finishes of the central plant and foundations and tonnage for the modular plant and cooling towers. If louvers are desired to screen the equipment the structure required for that will be included. While not yet finalized, the site work will consist of excavation and grading, utility extensions, concrete walkways, and driveway and parking area.

4.2.4 Phase II Detention Center Improvements: The project includes demolition of the existing 17,150 square foot book-in area to be re-purposed as a larger kitchen, while the existing kitchen remains operational. The project includes remodeling the existing kitchen, laundry, warehouse and maintenance areas, which total 18,750 square foot.

4.2.5 Phase III Healthcare and Parking Facility, Medical Examiner's Office: Includes (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.

4.3 Defined Services:

4.3.1 Pre-Design Services:

4.3.1.1 Assist County staff in reviewing previously completed preliminary designs and preparing this information for potential bidders.

4.3.1.2 Assist County staff and the selected design consultant in the prioritization and scheduling of the project phases.

4.3.1.3 Prepare any Condition Assessment Reports of existing facilities that may be required.

4.3.1.4 Assist in developing an expeditious dispute resolution process for consultants or contractors or sub-contractors for issues raised.

4.3.2 Design Phase Services:

4.3.2.1 Review projects' scopes, budgets, and goals.

4.3.2.2 Validate the projects' budgets and resolve discrepancies.

4.3.2.3 Develop an overall management strategy to monitor and review design schedules, professional services for architects, engineers, and consultants (or "A/E") payment tracking, estimated project costs, compliance with the defined project scope, design function and building quality and compliance with project guidelines for each project.

4.3.2.4 May assist County staff in the solicitation and selection process for secondary and/or ad-hoc professional services for architects, engineers, and consultants per Collin County, State of Texas and Federal grant requirements.

4.3.2.5 Monitor and direct information supplied by Collin County to the commissioned design consultants pertaining to available site surveys and conditions, as-built drawings, utility information, etc.

4.3.2.6 Attend and conduct meetings necessary for coordination of project information.

4.3.2.7 Be responsible for anticipating and reporting schedule problems and conflicts.

4.3.2.8 Develop and/or review phasing plans for Construction phases to minimize disruptions of County operations.

4.3.2.9 Provide technical reviews by engineering disciplines. (this should not be considered a peer-review)

4.3.2.10 Analyze and validate construction cost estimates to confirm the type of systems, equipment and materials selected are appropriate. Recommend and obtain adjustments as necessary to maintain budget.

4.3.2.11 Monitor submittals to and obtain approvals and permits necessary by all regulatory agencies and local authorities having jurisdiction. Take action to maintain the project timeline.

4.3.2.12 Provide periodic reports that summarize project estimates, scope changes, project progress and other significant project information.

4.3.3 Construction Procurement & Award Phase Services:

4.3.3.1 Prepare preliminary schedules, confirm A/E's final construction cost estimates and assist in the preparation of procurement packages for distribution by Collin County.

4.3.3.2 Assist in conducting pre-procurement conferences (pre-bid meeting, pre-proposal conferences, etc.)

4.3.3.3 Assist in procurement evaluations.

4.3.3.4 Assist in contract preparation and award, or redesign and re-procurement if budget is exceeded

4.3.3.5 Assist in conducting pre-construction conferences and site visits, and develop final schedules in conjunction with each successful contractor.

4.3.4 Construction Phase Services:

4.3.4.1 Coordinate planned activities for each Project with all departments participating in the process.

4.3.4.2 Provide continuous project management, scheduling, payment tracking and monitoring.

4.3.4.3 Provide appropriate on-site representation

4.3.4.4 Coordinate and assist in providing technical consultations

4.3.4.5 Expedite communications and documentation for all submittals including payment requests, change orders, and record drawings

4.3.4.6 Facilitate Dispute Resolution Process

4.3.4.7 Monitor and facilitate all applicable and required regulatory requirements and approvals, to include but not be limited to Davis-Bacon Act and DBE program compliance

4.3.4.8 Be responsible to Collin County for all activities related to the construction and rehabilitation projects as assigned

4.3.5 Post-Construction Services:

4.3.5.1 Manage and expedite punch-list process

4.3.5.2 Assist in securing operation and maintenance manuals and record documents. Record documents shall be in electronic format compatible with the Collin County GIS database, in AutoCAD format, and in hardcopy.

4.3.5.3 Schedule and coordinate start-up activities, including personnel training

4.3.5.4 Prepare final reports for each facility, including project history and current status

4.3.5.5 Conduct post-occupancy evaluations at six and twelve month periods after final completion of the project, including accessibility standard post-completion inspections. Recommend corrective actions and report outstanding issues

4.3.5.6 Expedite final project closeout and approval for final payment(s), and assist in any post-construction dispute resolution as necessary

4.4 CM Authority & Prohibitions:

4.4.1 CM may prepare a Request for Pricing, if necessary, and shall make proper recommendations in writing to Collin County regarding Change Orders to the contract(s). Collin County Purchasing Agent shall be responsible for the issuance of all Change Orders. Should Change Orders require additional services such as drawings, plans, etc., the costs for such services will be adjusted and paid to the Firm, as mutually agreed upon by Collin County and the Firm. No additional payments shall be made to the Firm for Change Orders not requiring additional services.

4.4.2 Teaming Prohibition: A separate solicitation will be issued for design engineering services for this project. The selected Construction Management (CM) firm/team will work with the design firm on this project. The CM will provide plan and constructability reviews as well as cost estimating, inspection/testing during construction and other services that may be requested. Any firm/team that is participating in the design contract (including sub consultants) are not eligible to participate in the CM contract. In addition, the selected CM (including any of its sub consultants) shall be excluded from bidding, offering, and being considered for award any of the design and/or construction of this project.

- 4.5 Reimbursable: Due to federal grant-funding requirements, the County shall not accept or remit payment for additional services / reimbursable (such as advertising, office supplies, meals, and mileage). All anticipated services / reimbursable items shall be included in the not-to-exceed fee schedule.

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:

KNOWLEDGE, EXPERIENCE AND PERSONNEL

- 5.1 Present a complete picture of the experience and abilities of the consultant/team in the Construction Management of large detention facilities, central plants, and medical facilities. Provide the following information; include project descriptions, locations, descriptions of services provided by your firm and cost of the project as designed and as built:
- 5.1.1 Number of large (1,000+ bed) detention facility construction projects worked as prime consultant providing Construction Management services.
 - 5.1.2 Number of central plant facility construction projects worked as prime consultant providing Construction Management services.
 - 5.1.3 Number of medical facility construction projects worked as prime consultant providing Construction Management services.
- 5.2 Include a brief description of the projects, the role of the proposer, dates of the projects, the total cost of each project, the contract amount to the proposer, the amount and number of Change Orders, and a point of contact for the project. Include the
- 5.3 Identify the key team members who will be responsible for accomplishing the project, listing the number of years' of related experience. Identify for each person, the projects he or she has completed that are identical to or are very similar to that described in the scope of this project, using action verbs to describe what they actually did in the projects. It is understood that the key team members may have gained their experience either together or from separate projects and possibly other companies (mentioning names of other firms is acceptable). It is the purpose of this section to provide proof that the key team members have experience that can be combined to make this project successful. Describe as many projects as necessary to accomplish this purpose.

APPROACH

- 5.4 Identify the proposed team composition and past experience working as a team.
- 5.5 Identify a staffing plan that clearly illustrates the principal elements of the organizational structure proposed to furnish services described in the Scope of Services including:
- 5.5.1 Availability and location of personnel, including sub-consultants to perform the work.

5.5.2 A description of the responsibilities of proposed available personnel and their interrelationships. This should clearly show supervisory relationships, functional areas of work provided by position, and the physical location of the individuals; i.e. office and city.

5.6 Respondents interested in performing these services must exhibit considerable relevant experience with the type of work described in the Scope of Services, and should emphasize both the experience and capability of the particular personnel who will actually perform the work. Respondents should also indicate all sub-consultants proposed to be utilized for the contract and indicate their experience with the Scope of Services requested, and capability of the particular personnel who will actually perform the work. The County is very concerned with the experience history and specific personnel of the entire consulting team that would be used for a project assignment or task order. The Construction Manager will be expected to remain with the project from start to finish. Replacement of these individual(s) without County concurrence will be grounds for cancelling the contract. The above narrative shall be no more than five (5) pages.

It is anticipated that the “approach” proposed will not be the exact approach used in the project; that will be determined after a firm is selected and the approach, scope and fee is negotiated.

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/lawsuit history where firm is defendant for the past five (5) years for the Prime Firm and any team members proposed to provide professional services.

6.0 RANKING CRITERIA

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

DESCRIPTION	POINTS
Knowledge, Experience and Personnel (5.1-5.3)	45
Approach (5.4-5.6)	45
Prime Firm’s Ability to Provide Services(5.7-5.11)	10

TOTAL	100
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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 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 and signature page, conflict of interest questionnaire, and W-9 do not count as printed pages.
- 7.3 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.
- 7.4 Qualifications and any other information submitted by Offerors in response to this RFQ shall become the property of the Owner.
- 7.5 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.
- 7.6 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.
- 7.7 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.
- 7.8 Failure to comply with all requirements contained in this Statement of Qualifications may result in the rejection of the Qualifications.
- 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.

ELECTRONIC SUBMISSION (Preferred)

- 7.10 To achieve a uniform review process and to obtain a maximum degree of comparability, the Qualifications shall, at a minimum include a Table of Contents detailing sections and corresponding page numbers.

7.10.1 Qualifications may be submitted online via <http://collincountytx.ionwave.net>. SOQs submitted online are preferred.

7.10.2 Qualifications submitted via email, CD-ROM, or Flash Drive will not be accepted.

7.10.3 If submitting manually, responses shall be submitted in a sealed envelope or box with RFQ name, number, and name of firm printed on the outside of the envelope or box. Manual submittals shall be sent/delivered to the following address and shall be received prior to the date/time for opening:

Collin County Purchasing 2300 Bloomdale, Suite 3160
McKinney, TX 75071

Paper copies shall be printed on letter size (8 ½ x 11) paper and assembled using spiral type bindings, staples, or binder clips. Do not use metal-ring hard cover binders. Manual submittals shall include an electronic copy in a searchable format.

It shall be the responsibility of the Vendor to insure that their submittal reaches Collin County Purchasing prior to the date/time for the opening no matter which submission method is used.

SOQs shall include but not limited to information listed on §7.0

7.11 Additional attachments shall NOT be included with the Qualifications. Only the responses provided by the respondent to the questions identified in Section 5 of this RFQ and any information obtained from references will be used by Collin County for evaluation.

7.11 Bookmark each criteria response to Section 5 of this RFQ for easy reference.
MANUAL SUBMISSION PAGE SIZE, BINDING, DIVIDERS, AND TABS:

7.12 Qualifications shall be printed on letter-size (8-1/2" x 11") paper and GBC or spiral bound (No 3-ring binders).

7.13 Additional attachments shall NOT be included with the Qualifications. Only the responses provided by the respondent to the questions identified in Section 5 of this RFQ and any information obtained from references will be used by Collin County for evaluation.

7.14 Separate and identify each criteria response to Section 5 of this RFQ by use of a divider sheet with an integral tab for ready reference.

TABLE OF CONTENTS:

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

PAGINATION:

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

8.0 SIGNATURE

This Statement of Qualification must be signed, and included as part of the respondent's Statement of Qualifications. Failure to sign may result in rejection of the Statement of Qualifications. Signing a false statement may void the submitted qualifications or any agreements or other contractual arrangements, which may result from the submission of respondent'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 at this 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 Collin County Commissioners Court or 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 or architecture will be selected based on demonstrated competence and qualifications only.

- 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

_____ SIGNATURE	/	_____ DATE
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PROFESSIONAL SERVICES AGREEMENT

BETWEEN

COLLIN COUNTY

AND

Collin County (hereinafter referred to as “County” or “Owner”, as defined herein), a political subdivision located at _____, and [Contractor Name] (hereinafter referred to as “Construction Manager-Agent” or “CMA” as defined below), located at _____, enter into the following agreement for construction management-agent services (hereinafter referred to as the “Agreement”) pursuant to Tex. Gov’t Code Ann. Ch. 2269, Subch. E, Construction Manager-Agent Method, to be effective as of the Effective Date (as defined below). Nothing in this Agreement shall be interpreted or construed to make Contractor (as defined below) a third-party beneficiary hereunder.

RECITALS

WHEREAS, COLLIN COUNTY has determined that it requires programming and project management services of a consultant for its Construction Projects located in McKinney, Texas; and

WHEREAS, in reliance upon the representations made by CMA in its response to Collin County’s Request for Qualifications, RFQ 2022-261, dated _____, Collin County has determined CMA has demonstrated its competence and qualifications to provide the requested services; and

WHEREAS, CMA has agreed to provide the services contemplated hereunder; and

WHEREAS, COLLIN COUNTY has agreed to compensate CMA for these services, as provided herein;

NOW, THEREFORE, in consideration of the mutual promises, commitments and representations herein it is hereby agreed as follows:

1. DEFINITIONS.

1.1. *Construction Manager-Agent* or *CMA* means [contractor name], the service provider engaged hereunder as Collin County's fiduciary agent to assist the County with management and coordination of the overall design and construction program for the County Construction Projects. The County will separately procure the professional design services of an Architect/Engineer for each of these Projects to prepare the Construction Documents for each respective Project. Therefore, and for purposes of clarity, the use of the title "Construction Manager-Agent" to describe the undersigned service provider is not intended to characterize such service provider as a construction manager-agent for a single project, as is contemplated by Tex. Gov't Code Ann. Ch. 2269, Subch. E; but rather it is intended to describe the service provider's role as a program manager for a series of construction projects to assist the County with services procured in the same manner as provided in Tex. Gov't Code Ann. Ch. 2254, Subch. A, for management and coordination of the overall design and construction program for all of the County Construction Projects.

1.2. *Effective Date* means the latest date of execution set forth below the signatures of the parties' duly authorized officers, as shown on the last page of this Agreement.

2. SCOPE OF SERVICES.

CMA will perform construction management and coordination services, which adhere to and include, but are not limited to, all required federal contract provisions as required of any federally funded work (see Attachment B). These services will include, but are not limited to:

2.1 Pre-Design Services:

- 2.1.1 Assist County staff in reviewing previously completed preliminary designs and preparing this information for potential bidders.
- 2.1.2 Assist County staff and the selected design consultant in the prioritization and scheduling of the project phases.
- 2.1.3 Prepare any Condition Assessment Reports of existing facilities that may be required.
- 2.1.4 Assist in developing an expeditious dispute resolution process for consultants or contractors or sub-contractors for issues raised.

2.2 Design-Phase Services:

- 2.2.1 Review projects' scope, budget, and goals.
- 2.2.2 Validate the project budgets and resolve discrepancies.
- 2.2.3 Develop an overall management strategy to monitor and review design schedules, professional services for architects, engineers, and consultants (or "A/E") payment tracking, estimated project costs, compliance with the defined project scope, design function and building quality and compliance with project guidelines for each project.
- 2.2.4 May assist County staff in the solicitation and selection process for professional services for architects, engineers, and consultants per Collin County, State of Texas and Federal grant requirements.
- 2.2.5 Monitor and direct information supplied by Collin County to the commissioned design consultants pertaining to available site surveys and conditions, as-built drawings, utility information, etc.
- 2.2.6 Attend and conduct meetings necessary for coordination of project information.
- 2.2.7 Be responsible for anticipating and reporting schedule problems and conflicts.
- 2.2.8 Develop and/or review phasing plans for Construction phases to minimize disruptions of County operations
- 2.2.9 Provide technical reviews by engineering disciplines. (this should not be considered a peer-review)

- 2.2.10 Analyze and validate construction cost estimates to confirm the type of systems, equipment and materials selected are appropriate. Recommend and obtain adjustments as necessary to maintain budget.
 - 2.2.11 Monitor submittals to and obtain approvals and permits necessary by all regulatory agencies and local authorities having jurisdiction. Take action to maintain the project timeline.
 - 2.2.12 Provide periodic reports that summarize project estimates, scope changes, project progress and other significant project information.
- 2.3 Procurement & Award Phase Services:
- 2.3.1 Prepare preliminary schedules, confirm A/E's final construction cost estimates and assist in the preparation of procurement packages for distribution by Collin County.
 - 2.3.2 Assist in conducting pre-procurement conferences (pre-bid meeting, pre-proposal conferences, etc.)
 - 2.3.3 Assist in procurement evaluations.
 - 2.3.4 Assist in contract preparation and award, or redesign and re-procurement if budget is exceeded
 - 2.3.5 Assist in conducting pre-construction conferences and site visits, and develop final schedules in conjunction with each successful contractor.
- 2.4 Construction Phase Services:
- 2.4.1 Coordinate planned activities for each Project with all departments participating in the process.
 - 2.4.2 Provide continuous project management, scheduling, payment tracking and monitoring.
 - 2.4.3 Provide appropriate on-site representation
 - 2.4.4 Coordinate and assist in providing technical consultations
 - 2.4.5 Expedite communications and documentation for all submittals including payment requests, change orders, and record drawings
 - 2.4.6 Facilitate Dispute Resolution Process
 - 2.4.7 Monitor and facilitate all applicable and required regulatory requirements and approvals, to include but not be limited to Davis-Bacon Act and DBE program compliance
 - 2.4.8 Be responsible to Collin County for all activities related to the construction and rehabilitation projects as assigned
- 2.5 Post-Construction Services
- 2.5.1 Manage and expedite punch-list process

- 2.5.2 Assist in securing operation and maintenance manuals and record documents. Record documents shall be in electronic format compatible with the Collin County GIS database, in AutoCAD format, and in mylar reproducible
- 2.5.3 Schedule and coordinate start-up activities, including personnel training
- 2.5.4 Prepare final reports for each facility, including project history and current status
- 2.5.5 Conduct post-occupancy evaluations at six and twelve month periods after final completion of the project, including accessibility standard post-completion inspections. Recommend corrective actions and report outstanding issues
- 2.5.6 Expedite final project closeout and approval for final payment(s), and assist in any post-construction dispute resolution as necessary

3. **DOCUMENTS INCORPORATED BY REFERENCE.**

The parties agree that this contract, Request for Qualifications No. 2022-261 (RFQ), Addenda, Clarifications, Proposal, and Negotiated Fee Schedule (including the Schedules, exhibits and any attachments hereto signed by both parties) contains the entire agreement of the parties with respect to the subject matter of this Contract and supersedes all previous communications, representations, understandings and agreements, either oral or written between the parties with respect to said subject matter. Change Orders issued hereafter, and any other amendments executed by the Owner and Provider, shall become and be a part of this Contract. The order of precedence is RFQ, Addenda No. ____, Clarifications, Fee Schedule, Contract, and Proposal. Any conflict with the Providers Executed Bid Form and the Request for Qualifications, Plans and other contract documents prepared by the County shall be construed in favor of the contract documents prepared by the County.

4. **TERM OF CONTRACT.**

4.1 Term. This Agreement shall be effective as of the Effective Date and shall terminate on December 30, 2026, unless extended by the parties by amendment to this Agreement or terminated earlier.

4.2 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, Provider shall deliver to County all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Provider in connection with this Agreement. Provider 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, Provider 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.

5. **COMPENSATION AND METHOD OF PAYMENT.**

The parties agree that PROVIDER shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Pricing Schedule attached hereto as "Attachment A" and thereby made a part of this Agreement. Payment will be made in accordance with The Texas Government Code, Title 10, Subtitle F, Chapter 2251 when the PROVIDER satisfies the following conditions:

- 5.1 PROVIDER will bill for services performed in accord with this contract;
- 5.2 PROVIDER will send a/an (monthly, if applicable) invoice to Collin County, Accounts Payable, 2300 Bloomdale Rd, Suite 3100, McKinney, TX 75071;
- 5.3 PROVIDER's invoice will detail the services provided;

6. **INDEMNIFICATION.**

To the fullest extent permitted by law, the PROVIDER and his sureties shall indemnify, defend and hold harmless the COUNTY and all of its, past, present and future, officers, agents and employees from all suits, cause of action, claims, liabilities, losses, fines, penalties, liens, demands, obligations, actions, proceedings, of any kind, character, name and description brought or arising, on account of any injuries or damages received or sustained by any person, destruction or damage to any property on account of, in whole or part, the operations of the PROVIDER, his agents, employees or SubProviders; or on account of any negligent act or fault of the PROVIDER, his agents, employees or SubProviders in the execution of said Contract; failing to comply with any law, ordinance, regulation, rule or order of any governmental or regulatory body including those dealing with health, safety, welfare or the environment; on account of the failure of the PROVIDER to provide the necessary barricades, warning lights or signs; and shall be required to pay any judgment, with cost, which may be obtained against the COUNTY growing out of such injury or damage. In no event shall COUNTY be liable to PROVIDER for indirect or consequential damages or loss of income or profit irrespective of the cause, fault or reason for same. PROVIDER'S duty to indemnify herein shall not be limited by any limitation on the type or amount of damages payable by or for PROVIDER or any SubProvider under workman's compensation acts, disability benefit acts or any other employee benefit acts.

In addition, the PROVIDER likewise covenants and agrees to, and does hereby, indemnify and hold harmless the COUNTY from and against any and all injuries, loss or damages to property of the COUNTY during the performance of any of the terms and conditions of this Contract, arising out of or in connection with or resulting from, in whole or in part, any and all alleged acts or omissions of officers, agents, servants, employees, PROVIDERS, SubProviders, licenses or invitees of the PROVIDER.

The rights and responsibilities provided in this indemnification provision shall survive the termination or completion of this Contract.

7. **AGENCY-INDEPENDENT CONTRACT.**

PROVIDER is an independent Provider. COUNTY will not direct the PROVIDER in the details of performing its duties. PROVIDER and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This contract does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the COUNTY. This contract does not entitle COUNTY to any benefit, privilege or other amenities of employment with the PROVIDER.

8. **MISCELLANEOUS PROVISIONS.**

8.1 **FINANCIAL INTEREST IN ANY CONTRACT BY COUNTY'S OFFICERS, EMPLOYEES OR AGENTS.**

No officer, employee or agent of the COUNTY shall have a financial interest, direct or indirect, in any contract with the COUNTY or be financially interested, directly or indirectly, in the sale to the COUNTY of any land, materials, supplies or services, except on behalf of the COUNTY as an officer or employee. Any willful violation of this article shall constitute malfeasance in office, and any officer or employee guilty thereof shall thereby forfeit his office or position. Any violation of this article with the knowledge, expressed or implied, of the persons, partnership, company, firm, association or corporation contracting with the COUNTY shall render the contract involved voidable by the COUNTY.

8.2 **SERVICE OF NOTICES.**

The COUNTY and the PROVIDER shall each designate addresses where all notices, directions or other communication may be delivered or to which they may be mailed.

Notices to the surety or sureties on contract bonds shall be directed or delivered to the homeoffice, or to the agent or agents who executed the bonds on behalf of the surety or sureties, or to their designated agent for delivery of notices.

Actual delivery of any such notice, direction or communication to the aforesaid places or depositing it in a postpaid wrapper addressed thereto in any post office regularly maintained by the United States Postal Service shall be conclusively deemed to be sufficient service thereof upon the above persons as of the date of such delivery or deposit.

The designated addresses may be changed at any time by an instrument in writing executed by the party changing the addresses and delivered to the other party.

Nothing herein contained shall, however, be deemed to preclude or tender inoperative the service of any notice, direction or communication upon the above parties personally or, if the PROVIDER be a corporation, upon any officer or director thereof.

8.3 **UNLAWFUL PROVISIONS DEEMED STRICKEN.**

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.

8.4 ALL LEGAL PROVISIONS INCLUDED.

It is the intent and agreement of the parties to this contract that all legal provisions of law required to be inserted herein shall be and are inserted herein. If through mistake or oversight, however, any such provision is not herein inserted, or is not inserted in proper form, then upon application of either party, the contract shall be amended so as to strictly comply with the law and without prejudice to the rights of either party hereunder.

8.5 ASSIGNMENTS.

The PROVIDER shall not assign, transfer, convey or otherwise dispose of this contract, or his right to execute it, or his right, title or interest in it or any part thereof without the previous written consent of the surety company and the written approval of the COUNTY.

The PROVIDER shall not assign, either legally or equitably, by power of attorney or otherwise, any of the monies due or to become due under this Contract or its claim thereto without the prior written consent of the surety company and the written approval of the COUNTY.

The approval of the COUNTY of a particular assignment, transfer or conveyance shall not dispense with such approval to any further or other assignments.

The approval by the COUNTY of any assignment, transfer or conveyance shall not operate to release the PROVIDER or surety hereunder from any of the Contract and bond obligations, and the PROVIDER shall be and remain fully responsible and liable for the defaults, negligent acts and omissions of his assignees, their agents and employees, as if they were his own.

8.6 STATE AND LOCAL SALES AND USE TAXES.

The COUNTY qualifies for exemption from the state and local sales and use taxes, pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise and Use Tax Act. Therefore, the PROVIDER shall not pay such taxes which would otherwise be payable in connection with the performance of this Contract.

The PROVIDER shall issue an exemption certificate in lieu of the tax on the purchase, rental or lease of:

- A. all materials, supplies, equipment and other tangible personal property incorporated into the real property being improved; and
- B. all materials, supplies, equipment and other tangible personal property used or consumed by the PROVIDER in performing the Contract with the COUNTY. Materials and supplies "used in the performance of a contract" include only those materials actually incorporated into the property being improved and those supplies directly used to incorporate such materials into the property being improved. Overhead supplies and supplies used indirectly or only incidental to the performance of the Contract with the COUNTY are not included in the exemption.

Under “reasons said purchaser is claiming this exemption” in the exemption certificate, the PROVIDER must name the COUNTY and the project for which the equipment, material and supplies are being purchased, leased or rented.

8.7 VENUE AND GOVERNING LAW.

The parties agree that the laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Contract, and that the exclusive venue for any legal proceeding involving this Contract shall be in Collin County, Texas.

8.8 NO WAIVER OF LEGAL RIGHTS.

Inspection by the COUNTY; any order, measurement, quantity or certificate by the County; any order by the COUNTY for payment of money; any payment for or acceptance of any work; or any extension of time or any possession taken by the COUNTY shall not operate as a waiver of any provisions of the contract or any power therein reserved to the COUNTY of any rights or damages therein provided. Any waiver of any breach of contract shall not be held to be a waiver of any other or subsequent breach. The COUNTY reserves the right to correct any error that may be discovered in any estimate that may have been paid and to adjust the same to meet the requirements of the Contract Documents. The COUNTY reserves the right to recover by process of law sums as may be sufficient to correct any error or make good any deficiency in the Work resulting from such error, dishonesty or collusion by the PROVIDER or his agents, discovered in the Work after the final payment has been made.

Neither final acceptance of the Work, nor final payment shall relieve the PROVIDER of responsibility for faulty materials or workmanship, and the PROVIDER shall promptly remedy any defects due thereto and pay for any damage to other work resulting therefrom. Likewise, neither final acceptance nor final payment, nor partial or entire use or occupancy of the work by the COUNTY shall constitute acceptance of work not done in accordance with the Contract Documents or relieve PROVIDER of liability with respect to any expressed or implied warranties or responsibility for faulty materials or workmanship, whether same be patently or latently defective.

8.9 OBLIGATION TO PERFORM FUNCTIONS.

Any failure or neglect on the part of COUNTY or inspectors to enforce provisions herein dealing with supervision, control, inspection, testing or acceptance and approval of the work shall never operate to relieve PROVIDER from full compliance with the Contract Documents nor render COUNTY liable to PROVIDER for money damages, extensions of time or increased compensation of any kind.

8.10 SUCCESSORS AND ASSIGNS.

Subject to the limitations upon assignment and transfer herein contained, this contract shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

8.11 HEADINGS.

The title and headings contained in the Contract Documents and the subject organization are used only to facilitate reference, and in no way define or limit the scope of intent of any of the provisions of this Contract.

8.12 INTERPRETATIONS.

Although this Agreement is drafted by the COUNTY, Collin County, should any part be in dispute, the parties agree that this Agreement shall not be construed more favorable for either party. No rule of construction requiring that ambiguities in this Contract shall be construed more favorably for either party shall apply.

8.13 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.

8.14 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.

9. **PARTIES ADDRESSED.**

County Administrator
Bill Bilyeu
2300 Bloomdale Ave.
Suite 4192
McKinney, TX 75071

Purchasing
Attn: _____
2300 Bloomdale Ave.
Suite 3160
McKinney, TX 75071

Provider:

10. **COMPLETE CONTRACT.**

10.1 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 Provider.

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

APPROVED on this day the _____ day of _____, _____, by
Commissioners Court Order No. _____.

COLLIN COUNTY
STATE OF TEXAS

PROVIDER

Michelle Charnoski
Purchasing Agent

Authorized Signature

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 Construction Manager-Agent 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.

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 Provider _____

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 _____, _____.

1. Federal Funding Requirements

The County intends to fund all, or part of the expenditures made under this solicitation with federal funds. Therefore, the Offeror / Bidder awarded a contract from this solicitation will be subject to compliance with the provisions of 2 CFR 200 UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS, including but not limited to:

- A. Davis-Bacon Act. If applicable, Offeror / Bidder agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
- B. Contract Work Hours and Selection Standards. Offeror / Bidder agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.
- C. Rights to Invention Made Under Contract or Agreement. Offeror / Bidder agrees to comply with all applicable provisions of 37 CFR Part 401.
- D. Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act. Offeror / Bidder agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
- E. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- F. Procurement of Recovered Materials. Per 2 CFR §200.323, the awarded contractor 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; 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.
- G. Restrictions on Lobbying. Offeror / Bidder is prohibited from using monies for lobbying purposes; Offeror / Bidder shall comply with the special provision “Restrictions on Lobbying” found in the attachments to this solicitation.
- H. Drug-Free Workplace. Offeror / Bidder shall provide a drug free workplace in compliance with the Drug Free Workplace Act of 1988.
- I. Civil Rights Compliance.
 - 1. Compliance with Regulations: Offeror / Bidder will comply with the Acts and the Regulations relative to Nondiscrimination in Federally assisted programs.

2. Nondiscrimination: Offeror / Bidder, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Offeror / Bidder will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 45 CFR Part 21.
 3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Offeror / Bidder for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or Offeror / Bidder will be notified by Offeror / Bidder of obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, sex, or national origin.
 4. Information and Reports: Offeror / Bidder will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of Offeror / Bidder is in the exclusive possession of another who fails or refuses to furnish this information, Offeror / Bidder will so certify to and will set forth what efforts it has made to obtain the information.
 5. Sanctions for Noncompliance: In the event of Offeror / Bidder's noncompliance with the Nondiscrimination provisions of this Agreement, the County will impose such sanctions as it may determine to be appropriate, including, but not limited to: withholding of payments to the Offeror / Bidder under this Agreement until the Offeror / Bidder compiles and/or cancelling, terminating or suspension of this Agreement, in whole or in part.
 6. Incorporation of Provisions: Offeror / Bidder will include the provisions of the paragraphs listed above, in this section 9.13, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Offeror / Bidder will take such action with respect to any subcontract or procurement as the County, the State, or the Federal agencies may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Offeror / Bidder becomes involved in, or is threatened with, litigation with a subcontractor or Offeror / Bidder because of such direction, Offeror / Bidder may request the State to enter such litigation to protect the interests of the State. In addition, Offeror / Bidder may request the United States to enter into such litigation to protect the interests of the United States.
- J. Disadvantaged Business Enterprise Program Requirements. Offeror / Bidder shall not discriminate based on race, color, national origin, or sex in the award and performance of any federally assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Offeror / Bidder shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. Each sub-award or sub-contract must include the following assurance: *The Offeror / Bidder, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Offeror / Bidder shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the*

Offeror / Bidder to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

- K. Pertinent Non-Discrimination Authorities. During the performance of the awarded contract, Offeror / Bidder, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:
1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination based on race, color, national origin); and 49 CFR Part 21.
 2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
 3. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
 4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination based on disability); and 49 CFR Part 27.
 5. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination based on age).
 6. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
 7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all the programs or activities of the Federal-aid recipients, sub recipients and Offeror / Bidders, whether such programs or activities are Federally funded or not).
 8. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination based on disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
 9. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination based on race, color, national origin, and sex).
 10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
 11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
 12. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).
- L. Ineligibility to Receive State Grants or Loans or Receive Payment on State Contracts. In accordance with Section 231.006 of the Texas Family Code, a child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which

the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five (25) percent is not eligible to:

1. Receive payments from state funds under a contract to provide property, materials or services; or
2. Receive a state-funded grant or loan

M. Contracting With Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms. Per 2 CFR 200.321, the awarded contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. If subcontracts are to be let, the awarded prime contractor is required to take the affirmative steps listed in this section.

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; and
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.

N. Domestic Preferences for Procurements. Per 2 CFR 200.322, as appropriate and to the extent consistent with law, the County, to the greatest extent practicable under a Federally funded award, 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 requirement of this section includes all sub awards including all contracts and purchase orders for work or products under this award.

For 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.

O. Contract Cost and Price.
Per 2 CFR 200.324:

If the cost of the submittal is in excess of \$250,000.00, the County must negotiate profit as a separate element of the submittal's price. To establish a fair and reasonable profit, the County's consideration

will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

P. Records Retention Requirements.
Per 2 CFR 200.333:

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

Q. Health & Safety Standards:

COLLIN COUNTY requires that all Offeror / Bidders 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 Offeror / Bidder or subcontractor shall comply with the recordkeeping requirements of 29 CFR part 1904.

R. Energy Compliance & Conservation Act:

When COLLIN COUNTY expends federal funds for any contract resulting from this procurement process, Offeror / Bidder 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).

S. Buy America Provisions:

Offeror / Bidder certifies that Offeror / Bidder 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.

T. Access to Records:
Per 2 CFR 200.336:

Offeror / Bidder 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 Offeror / Bidder that are directly pertinent to Offeror / Bidder'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 Offeror / Bidder's personnel for the purpose of interview and discussion relating to such documents.

U. Federal Fair Labor Standards Act:

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 Offeror / Bidder has full responsibility to monitor compliance to the referenced statute or regulation. The Offeror / Bidder must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

V. Occupational Safety & 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. Offeror / Bidder must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Offeror / Bidder 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). Offeror / Bidder 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.

W. No Use of Department of Homeland Security Seals, Logos, Etc.

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

X. Compliance with Federal Law, Regulations & Executive Orders:

FEMA financial assistance or other State and Federal Assistance may be used to fund all or a portion of the contract. The Offeror / Bidder will comply with all applicable Federal and state law, regulations, executive orders, policies, procedures, and directives.

Y. 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, Offeror / Bidder, or any other party pertaining to any matter resulting from the Contract.

Z. Program Fraud & False or Fraudulent Statements or Related Acts:

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

AA. Entity List:

By responding to the solicitation, The Offeror / Bidder 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 Offeror / Bidder is on the Entity List, then it shall provide documents showing it has the necessary license to fulfill the requirements of the Solicitation.

Acknowledgment

By signing its submission, Offeror / Bidder acknowledges that it has read and understands the above requirements.

Name of Company: _____

Printed Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

Attachment I not required, completed and submit if applicable to your firm.

**ATTACHMENT I:
CERTIFICATION REGARDING THE USE OF PROJECT
LABOR AGREEMENTS FOR FEDERAL CONSTRUCTION
PROJECTS**

I, _____, [Person Name] the undersigned representative of

_____ [Company or Business Name]
(hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, does hereby
depone and verify that the Company named above, acknowledge and certify the following requirements
relating to Required Project Labor Agreement(s):

Notice of Requirement for Project Labor Agreement (May 2010)

- (a) Definitions. "Labor organization " and "project labor agreement," as used in this provision, are defined in the clause of this solicitation entitled Project Labor Agreement.
- (b) The apparent successful offeror shall negotiate a project labor agreement with one or more labor organizations for the term of the resulting construction contract.
- (c) Consistent with applicable law, the project labor agreement reached pursuant to this provision shall-
- (1) bind the offeror and all subcontractors engaged in construction on the construction project to comply with the project labor agreement;
 - (2) allow the offeror and all subcontractors to compete for contracts and subcontracts without regard to whether they are otherwise parties to collective bargaining agreements;
 - (3) contain guarantees against strikes, lockouts, and similar job disruptions;
 - (4) set forth effective, prompt, and mutually binding procedures for resolving labor disputes arising during the term of the project labor agreement;
 - (5) provide other mechanisms for labor-management cooperation on matters of mutual interest and concern, including productivity, quality of work, safety, and health; and
 - (6) fully conform to all statutes, regulations, Executive orders, and agency requirements.
- (d) Any project labor agreement reached pursuant to this provision does not change the terms of this contract or provide for any price adjustment by the Government.
- (e) The apparent successful offeror shall submit to the Contracting Officer a copy of the project labor agreement prior to contract award

Signature: _____ Date: _____

**ATTACHMENT II:
CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS**

This certification is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned certifies, to the best of his or her knowledge and belief, that both it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false Proposals, or receiving stolen property;
3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offense enumerated in Paragraph (2) of this certification; and,
4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

Where the prospective recipient of federal assistance funds is unable to certify to any of the qualifications in this certification, such prospective recipient shall attach an explanation to this certification form.

Acknowledgment

By signing its submission, Offeror / Bidder acknowledges that it has read and understands the above requirements.

Name of Company: _____

Printed Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

**ATTACHMENT III:
CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge or belief, that:

1. No 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 officer or employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification or any federal contract, grant, loan, or cooperative contract; and
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 contract, grant, loan, and or cooperative contract, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with the instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify accordingly.

Acknowledgment

By signing its submission, Offeror / Bidder acknowledges that it has read and understands the above requirements.

Name of Company: _____

Printed Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

**ATTACHMENT IV:
DRUG-FREE WORKPLACE CERTIFICATION**

The _____ (company name) will provide a Drug Free Work Place in compliance with the Drug Free Work Place Act of 1988. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited on the premises of the _____ (company name) or any of its facilities. Any employee who violates this prohibition will be subject to disciplinary action up to and including termination. All employees, as a condition of employment, will comply with this policy.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

This certification is required by the Federal Regulations Implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned subcontractor certifies it will provide a drug-free workplace by:

Publishing a policy Proposal notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;

Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the subcontractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace;

Providing each employee with a copy of the subcontractor's policy Proposal;

Notifying the employees in the subcontractor's policy Proposal that as a condition of employment under this subcontract, employees shall abide by the terms of the policy Proposal and notifying the subcontractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace;

Notifying the Board within ten (10) days of the subcontractor's receipt of a notice of a conviction of any employee; and,

Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

(Acknowledgement Follows)

**ATTACHMENT IV:
DRUG-FREE WORKPLACE CERTIFICATION**

Acknowledgment

By signing its submission, Offeror / Bidder acknowledges that it has read and understands the above requirements.

Name of Company: _____

Printed Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

**ATTACHMENT V:
CERTIFICATION REGARDING DISCLOSURE OF CONFLICT OF INTEREST**

The undersigned certifies that, to the best of his or her knowledge or belief, that:

“No employee of the contractor, no member of the contractor’s governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall participate in any decision relating to this contract which affects his/her personal pecuniary interest.

Executives and employees of contractor shall be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the contract, shall exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the contractor to conduct business with a friend or associate of an executive or employee of the contractor, an elected official in the area or a member of the Collin County local government, a permanent record of the transaction shall be retained.

Any executive or employee of the contractor, an elected official in the area or a member of the County, shall not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by contractor or Department. Supplies, tools, materials, equipment or services purchased with contract funds shall be used solely for purposes allowed under this contract. No member of the County Council shall cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide a direct or indirect financial benefit to the member or any business or organization which the member directly represents”.

No officer, employee or paid consultant of the contractor is a member of the County.

No officer, manager or paid consultant of the contractor is married to a member of the

County. No member of County directly owns, controls or has interest in the contractor.

The contractor has disclosed any interest, fact, or circumstance that does or may present a potential conflict of interest.

No member of the County receives compensation from the contractor for lobbying activities as defined in Chapter 305 of the Texas Government Code.

Should the contractor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, the contractor shall not be entitled to the recovery of any costs or expenses incurred in relation to the contract and shall immediately refund to the Collin County any fees or expenses that may have been paid under this contract and shall further be liable for any other costs incurred or damages sustained by the County as it relates to this contract.

(Acknowledgement Follows)

**ATTACHMENT V:
CERTIFICATION REGARDING DISCLOSURE OF CONFLICT OF INTEREST**

Acknowledgment

By signing its submission, Offeror / Bidder acknowledges that it has read and understands the above requirements.

Name of Company: _____

Printed Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

**ATTACHMENT VI:
CERTIFICATION OF FAIR BUSINESS PRACTICES**

That the submitter has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The submitter further affirms that no officer of the submitter has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative during the preceding year.

Acknowledgment

By signing its submission, Offeror / Bidder acknowledges that it has read and understands the above requirements.

Name of Company: _____

Printed Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

**ATTACHMENT VIII:
HISTORICALLY UNDERUTILIZED BUSINESSES, MINORITY OR WOMEN-OWNED OR
DISADVANTAGED BUSINESS ENTERPRISES**

Historically Underutilized Businesses (HUBs), minority or women-owned or disadvantaged businesses enterprises (M/W/DBE) are encouraged to participate in the solicitation process. For documentation, an Offeror / Bidder who is a HUB should identify themselves and submit a copy of their certification.

The County recognizes the certifications of the State of Texas Program. Companies seeking information concerning HUB certification are urged to contact:

State of Texas HUB Program
Texas Comptroller of Public Accounts
Lyndon B. Johnson State Office Building
111 East 17th Street
Austin, Texas 78774
(512) 463-6958
<http://www.window.state.tx.us/procurement/prog/hub/>

Submitter must include a copy of its HUB certification documentation as part of this solicitation.
If your company is already certified, attach a copy of your certification to this form and return with your proposal.

Indicate all that apply:

_____ Minority-Owned Business Enterprise

_____ Women-Owned Business Enterprise

_____ Disadvantaged Business Enterprise

Acknowledgment

By signing its submission, Offeror / Bidder acknowledges that it has read and understands the above requirements.

Name of Company: _____

Printed Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

**ATTACHMENT IX:
FINANCIAL RESPONSIBILITY PROVISIONS**

Offeror / Bidder makes the following representation as required in the RFP:

1. Offeror / Bidder's Financial Responsibility Provisions

- A. Insurance: The Offeror / Bidder certifies, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as County may require:
- i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
 - ii. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;
 - iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage.
- B. The awarded Offeror / Bidder will be required to provide a current certificate of insurance to the County prior to execution of any agreement.

Acknowledgment of Insurance Requirements

By signing its submission, Offeror / Bidder acknowledges that it has read and understands the insurance requirements for the submission. Offeror / Bidder also understands that the evidence of required insurance may be requested to be submitted following notification of its offer being accepted; otherwise, the County may rescind its acceptance of the Offeror / Bidder's proposal.

Name of Company: _____

Printed Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

**ATTACHMENT X:
CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

The undersigned certifies that, to the best of his or her knowledge or belief, that:

If this contract is a federally assisted construction contract” as defined under [41 CFR Part 60-1.3](#), the following clause is incorporated into the contract:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at [41 CFR Chapter 60](#), which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor 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 contractor 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 contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, 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 contractor 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 contractor's legal duty to furnish information.

**ATTACHMENT X:
CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

(4) The contractor 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 contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor 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 contractor 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 contractor'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 contractor 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 contractor 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 contractor 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 contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor 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.

**ATTACHMENT X:
CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors 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 contractor 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 contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees 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 this 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

Acknowledgment

By signing its submission, Offeror / Bidder acknowledges that it has read and understands the above requirements.

Name of Company: _____

Printed Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

**APPENDIX XI:
PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR
EQUIPMENT CERTIFICATION**

This Contract is subject to the Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, for prohibition on certain telecommunications and video surveillance or equipment. Public Law 115-232, Section 889, identifies that restricted telecommunications and video surveillance equipment or services (e.g. phones, internet, video surveillance, cloud servers) include the following:

- A) Telecommunications equipment that is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliates of such entities).
- B) Video surveillance and telecommunications equipment produced by Hytera Communications Corporations, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliates of such entities).
- C) Telecommunications or video surveillance services used by such entities or using such equipment.
- D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, Director of the National Intelligence, or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by the government of a covered foreign country.

The entity identified below, through its authorized representative, hereby certifies that no funds under this Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system prohibited by 2 CFR §200.216 and §200.471, or applicable provisions in Public Law 115-232 Section 889.

The Contractor hereby certifies that it does comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

Acknowledgment

Name of Company: _____

Printed Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

INFORMATION REGARDING CONFLICT OF INTEREST QUESTIONNAIRE

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

For a copy of Form CIQ and CIS:

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

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

For a listing of current Collin County Officers:

<http://www.collincountytx.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
Brad Harris – Building Projects Coordinator

Purchasing:

Michelle Charnoski, NIGP-CPP, CPPB – Purchasing Agent
Marci Chrismon – Asst. Purchasing Agent
Hunter Alley – 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.

