



Collin County, TX

REQUEST FOR QUALIFICATION

2024-188

POSTMORTEM TOXICOLOGY

RELEASE DATE: June 18, 2024

RESPONSE DEADLINE: July 18, 2024, 2:00 pm

Please refer to the project timeline in this document for all important deadlines.

## Table Of Contents

1. INTRODUCTION
2. GENERAL INFORMATION & REQUIREMENT
3. SCOPE OF SERVICES
4. INSURANCE REQUIREMENTS
5. EVALUATION OF PROFESSIONAL QUALIFICATIONS
6. GENERAL INSTRUCTIONS
7. TERMS OF CONTRACT
8. QUALIFICATIONS SUBMITTAL AND VENDOR RESPONSE
9. ATTACHMENTS

### Attachments:

A - LEGAL NOTICE-RFQ 2024-188

B - Sample - Professional Services Agreement 2024-188

C - ATTACHMENT - Common Controlled Substances

D - ATTACHMENT - Common Med Agents

E - ATTACHMENT - Environmental Exposure Screening

F - ATTACHMENT - Vitreous Screening

# 1. INTRODUCTION

Collin County is soliciting information from qualified laboratories for Postmortem Forensic Toxicology that may be required on behalf of the Medical Examiner’s Office

- a. Collin County will enter into a contract for one (1) year beginning upon award with the option to renew for an additional three (3) one (1) year terms.

## 1.1. TIMELINE

Release Project Date:	June 18, 2024
Question Submission Deadline:	July 9, 2024, 5:00pm
Response Submission Deadline:	July 18, 2024, 2:00pm

## 2. GENERAL INFORMATION & REQUIREMENT

### 2.1. 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.

### 2.2. 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)

### 2.3. 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 respondent's fees, pricing, or other compensation.

### 2.4. OWNER'S RESERVATION OF RIGHTS

The Owner may evaluate the Qualifications based on the anticipated completion of all or any portion of the Service(s). The Owner reserves the right to divide the Service(s) into multiple parts, to reject any and all Qualifications and re-solicit for new Qualifications, or to reject any and all proposals and temporarily or permanently abandon the Service(s). Owner makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFQ for any Service(s) and no such representation is intended or should be construed by the issuance of this RFQ.

### 2.5. ACCEPTANCE OF EVALUATION METHODOLOGY

By submitting its Qualifications in response to this RFQ, the respondent accepts the evaluation process and acknowledges and accepts that the determination of the "most qualified" firm(s) will require subjective judgments by the Owner.

### 2.6. NO REIMBURSEMENT FOR COSTS

Respondent acknowledges and accepts that any costs incurred from the respondent's participation in this RFQ shall be at the sole risk and responsibility of the respondent.

### 2.7. PREPARATION OF QUALIFICATIONS STATEMENT

Qualifications shall be prepared SIMPLY AND ECONOMICALLY, providing a straightforward, CONCISE description of the respondent'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.

## 2.8. CONDITIONAL CLAUSES

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.

## 2.9. COMPLETION OF RESPONSE

Respondents 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.

## 2.10. FAILURE TO COMPLY

Failure to comply with all requirements contained in this Request for Qualifications may result in the rejection of the Qualifications.

### 3. SCOPE OF SERVICES

#### 3.1. Postmortem Toxicology Services

##### 3.1 Detailed Specifications

- A. The Laboratory must comply with state regulations and rules for accreditation, including forensic analyst licensing for mandatory disciplines, promulgated by the Texas Forensic Science Commission in the Texas Administrative Code, Title 37, Part 15, Chapter 651.
  - 1. The Laboratory must be accredited by the Texas Forensic Science Commission at the time Qualifications are submitted.
  - 2. The Laboratory must be certified by its own State Department of Health Services at the time Qualifications are submitted.
- B. The Laboratory must maintain the following certificates and accreditation:
  - 1. Clinical Laboratory Improvement Amendments (CLIA) Certificate of Accreditation in Toxicology 340;
  - 2. College of American Pathologists Certificate of Accreditation;
  - 3. ANSI National Accreditation Board Certificate of Accreditation to ISO/TEC 17025 and to American Board of Forensic Toxicology (ABFT) accreditation requirements;
- C. The vendor shall utilize state-of-the-art laboratory facilities, instrumentation, and equipment to ensure accurate and reliable test results.
- D. The equipment must be properly maintained and regularly calibrated.
- E. Laboratory procedures shall comply with the “Forensic Toxicology Laboratory Guidelines” prepared and distributed by the Society of Forensic Toxicologists (SOFT), Toxicology Section of the American Academy of Forensic Sciences (AAFS), the College of American Pathologists (CAP), and the International Association of Forensic Toxicologists (TIAFT).
- F. All personnel involved in the testing process must be highly trained and qualified, possessing relevant certifications and/or degrees in forensic toxicology.
- G. All lab reports provided by the vendor shall be accurate, clear, concise, and scientifically sound, with detailed interpretation of the toxicology results.

##### 3.2 Service Requirements

- A. The vendor shall conduct a comprehensive range of toxicology tests. Specimens may consist of blood, tissue, vitreous, or other fluids including bile, skeletal muscle, gastric contents, and urine. Specimens can be liquid or solid form:
  - Laboratory shall be able to test for common controlled substances listed on Attachment.
  - Laboratory shall be able to test for common medicinal agents and related products listed on Attachment, with or without alcohols as requested by the County.
  - Laboratory shall be able to complete vitreous screening for the substances listed on Attachment.
  - Laboratory shall be able to complete environmental exposure screening for the substances listed on Attachment.
- B. All testing/results shall be obtained through quantitative methods.
- C. Final testing by an enzymatic method is not acceptable
- D. Final result shall be obtained from whole blood or tissue when blood is not available.
- E. In cases where urgent results are required due to legal or investigative purposes, expedited testing options shall be available.
- F. The vendor shall maintain up-to-date records and documentation of all testing procedures, results, and quality control measures.

### **3.3 Delivery Requirements**

- A. Laboratory shall be able to return or destroy specimens, as requested.
  - Specimens from homicides and highly suspicious deaths shall be returned to Medical Examiner. County will let laboratory know which specimens are to be returned.
  - Laboratory may destroy specimens not requested for return two (2) months after a faxed result has been sent to the County.
  - Proper packaging and transportation methods shall be followed to ensure the integrity and preservation of samples during transit.
- B. Negative results shall be provided within seven (7) working days and faxed positive results within fourteen (14) working days from receipt of specimen(s) from Collin County.

Collin County, TX invites interested vendors who meet the above requirements to submit their proposals. The County reserves the right to evaluate proposals, conduct interviews, and negotiate terms and pricing with the selected vendor. The contract term shall be for a period of not less than three years, with the option to renew based on satisfactory performance and agreement from both parties.

## 4. INSURANCE REQUIREMENTS

- A. 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. **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. Coverage must be written on occurrence form.  
Each Occurrence\$1,000,000Personal Injury & Adv. Injury\$1,000,000Products/Completed Operation Aggregate\$2,000,000General Aggregate\$2,000,000
  2. **Workers Compensation** insurance as required by the laws of Texas, and Employers' Liability. Employers' Liability Liability, Each Accident\$500,000Disease-Each Employee\$500,000Disease – Policy Limit\$500,000
  3. **Commercial Automobile Liability** insurance which includes any automobile (owned, non-owned, and hired vehicles) used in connection with the contract.Combined Single Limit – Each Accident\$1,000,000
  4. **Professional/Errors & Omissions Liability** insurance with a two (2) year extended reporting period. If you choose to have project coverage endorsed onto your base policy, this would be acceptable.Each Occurrence/Aggregate\$1,000,000
  5. **Umbrella/Excess Liability** insuranceEach Occurrence/Aggregate\$1,000,000
- B. With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:
1. A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be provided for General Liability, Commercial Automobile Liability, and Workers' Compensation.
  2. The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.
  3. All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.
  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.
  5. All copies of Certificates of Insurance shall reference the project/contract number.
- C. All insurance shall be purchased from an insurance company that meets the following requirements:



1. A financial rating of A-VII or higher as assigned by the BEST Rating Company or equivalent.
- D. 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. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
  2. Sets forth the notice of cancellation or termination to Collin County.

## 5. EVALUATION OF PROFESSIONAL QUALIFICATIONS

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

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<b>RESPONDENT'S STATEMENT OF QUALIFICATIONS AND AVAILABILITY</b> As described in Section 8-2.	Points Based	35 <i>(35% of Total)</i>
2.	<b>RESPONDENT'S ABILITY TO PROVIDE SERVICES</b> As described in Section 8-3.	Points Based	25 <i>(25% of Total)</i>
3.	<b>RESPONDENT'S KNOWLEDGE OF BEST PRACTICES</b> As described in Section 8-5.	Points Based	25 <i>(25% of Total)</i>
4.	<b>RESPONDENT'S EXPERIENCE AND PAST PERFORMANCE</b> As described in Section 8-4.	Points Based	15 <i>(15% of Total)</i>

## 6. GENERAL INSTRUCTIONS

### 6.1. Definitions

- A. Offeror: refers to submitter.
- B. Provider: refers to a Successful Service Provider.
- C. Statement: refers to those documents required to be submitted to Collin County, by an Offeror.
- D. SOQ: refers to Statement of Qualifications
- E. RFQ: refers to Request for Qualifications

### 6.2. General Instructions

- A. If Offeror does not wish to submit a Statement at this time, please submit a No Bid/Response.
- B. Awards shall be made not more than ninety (90) days after the time set for opening of submittals.
- C. Collin County is always conscious and extremely appreciative of your time and effort in preparing your Statement.
- D. Collin County exclusively uses the OpenGov eProcurement Portal 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.
- E. A Statement may not be withdrawn or canceled by the Offeror prior to the ninety-first (91st) day following the public opening of submittals and only prior to award.
- F. 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.
- G. Statements submitted via email, oral, telegraphic or telephonic will not be accepted. SOQs may be submitted in electronic format via Collin County eProcurement.
- H. All SOQs submitted electronically via [Collin County eProcurement Portal](#) shall remain locked until the official date and time of opening as stated in the Special Terms and Conditions of the RFQ.
- I. SOQs received in the Collin County Purchasing Department after the 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.
- J. Statements cannot be altered or amended after the submission deadline.

- K. Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax.
- L. Any interpretations, corrections and/or changes to an 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 eProcurement Portal](#).
- M. 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. <https://procurement.opengov.com/portal/collincountytx>, telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to ensure Offeror's receipt of any addenda issued. Offeror shall acknowledge receipt of all addenda.
- N. All materials and services shall be subject to Collin County approval.
- O. Collin County reserves the right to make awards as it deems to be in the best interest of the County.
- P. 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.
- Q. 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 the 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.
- R. Minimum Standards for Responsible Prospective Offerors: A prospective Offeror must meet the following minimum requirements:
  - S. have adequate financial resources, or the ability to obtain such resources as required;
  - T. be able to comply with the required or proposed delivery/completion schedule;
  - U. have a satisfactory record of performance;
  - V. have a satisfactory record of integrity and ethics;
- W. 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.

- X. Offeror shall bear any/all costs associated with its preparation of an SOQ submittal.
- Y. 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.
- Z. The Offeror shall comply with Commissioners Court Order No. 2004-167-03-11, County Logo Policy.
- AA. 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.
- BB. 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.

## 7. TERMS OF CONTRACT

- A. Any resulting contract resulting from an accepted Statement of Qualifications shall be in the form of Collin County's standard Professional Services agreement. No different or additional terms will become part of this contract with the exception of an Amendment.
- B. 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.
- C. No public official shall have interest in the contract, in accordance with Local Government Code Title 5, Subtitle C, Chapter 171.
- D. 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.
- E. Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.
- F. 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.
- G. 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.
- H. 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 ensure that Collin County maintains a drug-free work place.
- I. 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.

- J. 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.
- K. 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.
- L. Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.
- M. Provider shall notify the Purchasing Department immediately if delivery/completion schedule cannot be met. If a delay is foreseen, the Provider shall give written notice to the Purchasing Agent. The County has the right to extend delivery/completion time if the reason appears valid.
- N. 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.
- O. Invoices shall be mailed directly to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. All invoices shall show:
  - P. Collin County Purchase Order Number;
  - Q. Provider's Name, Address and Tax Identification Number;
  - R. Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.
  - S. Payment will be made in accordance with Government Code, Title 10, Subtitle F, Chapter 2251.
  - T. All warranties shall be stated as required in the Uniform Commercial Code.

- U. The Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- V. The Provider agrees to protect Collin County from any claims involving infringements of patents and/or copyrights.
- W. 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.
- X. The Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.
- Y. 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.
- Z. 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.
- AA. The Provider understands, acknowledges and agrees that if the Provider subcontracts 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.
- BB. 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 a list of individuals to the Collin County Purchasing Department within five (5) working days.
- CC. 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.

DD. 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.

EE. 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.

FF. 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.

GG. Delays and Extensions of Time when applicable:

HH. 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.

- II. 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.
- JJ. 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.
- KK. 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.
- LL. 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.
- MM. 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.

## 8. QUALIFICATIONS SUBMITTAL AND VENDOR RESPONSE

### 1. Qualification Format\*

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.

Qualifications shall be a MAXIMUM of Twenty-five (25) PRINTED PAGES. The cover, table of contents, divider sheets, Collin County RFQ document, signature page, conflict of interest questionnaire, and W-9 do not count as printed pages.

Qualifications may be submitted online via <https://procurement.opengov.com/portal/collincountytx>  
Qualifications submitted online are preferred.

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

If submitting manually, qualifications 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 firm to insure that their submittal reaches Collin County Purchasing prior to the date/time for the opening no matter which submission method is used.

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.

Qualifications and any other information submitted by Offerors in response to this RFQ shall become the property of the Owner.

The Owner will not compensate Offerors for any expenses incurred in Qualifications preparation or for any presentations that may be made, unless agreed to in writing in advance or required by law. Offerors submit Qualifications at their own risk and expense.

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.

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.

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.

Failure to comply with all requirements contained in this Request for Qualifications may result in the rejection of the Qualifications.

Additional attachments shall NOT be included with the Qualifications. Only the responses provided by the Offeror to the questions identified in this RFQ will be used by Collin County for evaluation.

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:

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

#### PAGINATION:

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

Please confirm

\*Response required

## 2. RESPONDENT'S STATEMENT OF QUALIFICATIONS AND AVAILABILITY

2.1. *Provide a statement of interest including a narrative describing the laboratory's qualifications, specifically as they pertain to this request. Qualifications should include accreditations, certifications, and licenses pertaining to postmortem toxicology\**

\*Response required

2.2. *Provide a statement on the availability, and commitment of the laboratory's assigned professional(s) to complete testing.\**

Confirm turnaround times for testing of substances as described.

\*Response required

2.3. *Provide a brief history of the laboratory including when the company was established, accredited, type of ownership, and locations.\**

If more than one office is listed indicate the office that will perform requested services. If the firm has changed name or ownership within the last three (3) years indicate the former name.

\*Response required

2.4. *Provide a listing of professional staff by discipline located in the location(s) that will manage and complete forensic testing of controlled substances.\**

\*Response required

2.5. *Provide an Organization Chart for the team proposed to be involved in forensic testing of controlled substances.\**

\*Response required

2.6. *Provide resumes of key personnel from the company and consultants who will be involved in forensic testing of controlled substances. Resumes are limited to two (2) pages per person.\**

Resumes limited to two (2) pages per person.

\*Response required

### 3. RESPONDENT'S ABILITY TO PROVIDE SERVICES

3.1. *Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity?\**

- Yes
- No

\*Response required

When equals "Yes"

3.1.1. *Please explain the impact both in organizational and directional terms.\**

\*Response required

3.2. *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.\**

\*Response required

3.3. *Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity?\**

- Yes
- No

\*Response required

When equals "Yes"

*3.3.1. Specify date(s), details, circumstances, and prospects for resolution\**

\*Response required

3.4. *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?\**

Yes

No

\*Response required

When equals "Yes"

*3.4.1. Please explain\**

\*Response required

3.5. *Provide a claims history under professional malpractice insurance for the past five (5) years for the company and any team members proposed to provide professional services.\**

\*Response required

#### 4. RESPONDENT'S EXPERIENCE AND PAST PERFORMANCE

4.1. *Provide a summary your laboratory's direct work experience completing similar testing.\**

\*Response required

4.2. *Provide a list of three references for whom your laboratory has completed similar testing in the past. Include a contact name, email address, and phone number for each reference\**

\*Response required

#### 5. RESPONDENT'S KNOWLEDGE OF BEST PRACTICES

5.1. *Please describe your laboratory's testing methodology.\**

\*Response required

5.2. *Describe your laboratory's quality assurance program explaining the method used and how the laboratory maintains quality. \**

Provide specific of how these techniques or procedures are used for any combination of three (3) projects that include tests listed .

\*Response required

#### 6. VENDOR RESPONSES

### 6.1. *Notice\**

Collin County exclusively uses OpenGov eProcurement Portal for the notification and dissemination of all solicitations. The receipt of solicitations through any other means may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid/proposal non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other means.

Please confirm

\*Response required

### 6.2. *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. List authorized by the company, corporation, firm, partnership or individual to respond to any questions, clarification, and/or offers in response to this solicitation.

\*Response required

### 6.3. *Exceptions\**

Do you take exception to the specifications?

Yes

No

\*Response required

When equals "Yes"

#### 6.3.1. *Please state your exceptions\**

\*Response required

### 6.4. *Insurance Acknowledgement\**

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

Please confirm

\*Response required

### 6.5. *Reference No. 1\**

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred.

Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.



It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

\*Response required

**6.6. Reference No. 2\***

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred.

Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.

It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

\*Response required

**6.7. Reference No. 3\***

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred.

Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.

It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

\*Response required

**6.8. Debarment Certifications\***

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

Please confirm

\*Response required

**6.9. Immigration and Reform Act\***

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

Please confirm

\*Response required

### **6.10. Disclosure of Certain Relationships\***

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

Please confirm

\*Response required

### **6.11. Anti-Collusion Statement\***

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

Please confirm

\*Response required

### **6.12. Disclosure of Interested Parties\***

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

Please confirm

\*Response required

**6.13. Notification Survey\***

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

\*Response required

**6.14. Critical Infrastructure Affirmation\***

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

Please confirm

\*Response required

**6.15. Energy Company Boycotts\***

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

\*Response required

**6.16. Firearm Entities and Trade Associations Discrimination\***

Pursuant to section 2274.002 of the Texas Government Code, should the contract have a value of \$100,000 or more and the company employs 10 or more full-time employees, Respondent verifies that:

- A. It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please confirm

\*Response required

**6.17. Offeror Acknowledgment\***

Offeror acknowledges that they understand the specifications, any and all addenda, agrees to the terms and conditions, and can provide the minimum requirements stated herein. Offeror acknowledges they have read the document in its entirety and is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in the statement submitted resulting from Offeror's failure to do so. If

statement is accepted, offeror further certifies and agrees to furnish any and all services upon conditions in the specifications of the Statement of Qualifications.

Please confirm

\*Response required

**6.18. Confirmation of Submittal - please initial\*\***

This execution of offer must be completed (initialed) and returned (if submitting manually) with the respondent's qualifications. Failure to complete this execution of offer with the qualifications may result in rejection of the qualifications. Submitting 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.

REPRESENTATIONS By confirming below, Respondent represents and warrants that:

1. the Qualifications and all statements and information prepared and submitted in response to this RFQ are current, complete, true and correct;
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 Respondent may be removed from all future proposal lists at this County;
3. the individual signing this document and the documents made part of the RFQ is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any contract which may result from the submission of the Response;
4. no relationship, whether as a relative, business associate, by capital funding agreement or by any other such kinship exists between Respondent and an employee of Collin County, Texas
5. no compensation has been received for participation in the preparation of this RFQ (ref. Section 2155.004 Texas Government Code);
6. Respondent complies with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action;
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. each individual or business entity proposed by Respondent as a member of its team that will engage in the practice of engineering will be selected based on demonstrated competence and qualifications only.

*Maximum response length: 5 characters*

\*Response required

### 6.19. W-9\*

Please download the below documents, complete, and upload.

- [W-9 Form.pdf](#)

\*Response required

### 6.20. 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:

<https://www.ethics.state.tx.us/forms/conflict/>

The vendor acknowledges by doing business or seeking to do business with Collin County that they have been notified of the requirements under Chapter 176 of the Texas Local Government Code and that they are 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:

<https://www.collincountytx.gov/Contact/county-officials>

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

Medical Examiner:

Keng-Chic Su - Medical Examiner

Stephanie Burton – Assistant Medical Examiner

Healthcare Services:

Candy Blair – Director of Public Health

Taylor Burton – Healthcare Coordinator

Purchasing:

Michelle Charnoski, NIGP-CPP, CPPB – Purchasing Agent

Marci Chrismon, CPPB – Assistant Purchasing Agent

Glenn Snodderly – 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

Please download the below documents, complete, and upload.

- [CIQ Form \(2\).pdf](#)

\*Response required

AGREEMENT NO. 2024-188  
COLLIN COUNTY  
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT by the authority of Commissioners Court as provided under Government Code, Chapter 2254, PROFESSIONAL AND CONSULTING SERVICES, is entered into by and between Provider, herein referred to as "Provider," and Collin County, Texas.

STATEMENT OF WORK: As described within "RFQ 2024-188, Postmortem Toxicology – Section 3 Scope of Services"

AWARD AND COMPENSATION FOR SERVICES: Provider will invoice the County monthly for the amount of provided services as described above by invoices to include all information as described below. No other expense or reimbursement shall be borne by Collin County unless stated herein.

- INVOICES along with a statement of work indicating the task completed shall be submitted monthly to appropriate department contact and address
- PAYMENT will be made in accordance with Government Code, Title 10, Subtitle F, Chapter 2251.
- SALES TAX: Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax.

TERM OF AGREEMENT: This agreement will begin upon Date of Award, and will remain in effect for a period of 1 year, with an option to renew for 3 annual renewals. This agreement may be terminated by either party with a thirty (30) calendar day written notice prior to any cancellation which must state therein the reasons for such cancellation. Collin County reserves the right to terminate the agreement immediately in the event the provider fails to perform in accordance with terms and conditions of the agreement as stated herein.

INDEMNIFICATION: Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injury to or damages received or sustained by any person, persons, or property on account of any negligent act or fault in performance under this Agreement. Provider shall pay any judgment with cost, which may be obtained against Collin County growing out of such injury or damages.

ASSIGNMENT: The Provider shall not assign, sell, transfer, or convey this agreement, in whole or in part, without the prior written consent from Collin County.

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.

SEVERABILITY: If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

VENUE: This Agreement will be governed and construed according to the laws of the State of Texas. This Agreement is performable in Collin County, Texas.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms and conditions stated in this Agreement. All Change Orders to this Agreement will be made in writing by the Collin County Purchasing Agent.

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

requirements.

**CONFLICT OF INTEREST:** No public official shall have interest in this Agreement, in accordance with Government Code Title 5, Subtitled C, Chapter 171.

**LIABILITY INSURANCE:** Provider agrees to meet all insurance requirements as set forth in Exhibit A, which is attached hereto and thereby made part of this Agreement.

**Provider Name**

**Collin County, Texas**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SAMPLE



EXHIBIT A

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 & Advertising Injury: \$1,000,000
- Products/Completed Operation: \$2,000,000
- General Aggregate: \$2,000,000

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

Employers' Liability

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

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

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

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

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

1.1.5 **Umbrella/Excess Liability** insurance.

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

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

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

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

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

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

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

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

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

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

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

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

SAMPLE

**EXHIBIT "B"**

**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, 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 Contractor \_\_\_\_\_

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

## ATTACHMENT

### Common Controlled Substances

Amphetamines

Barbiturates

Benzodiazepines

Cannabinoids

Cocaine and Metabolites

Methadone

Methaqualone

Opiates

Phencyclidine

## ATTACHMENT

### Common Medicinal Agents and Related Products

Acepromazine	Clozapine	Halazepam
Acetaminophen	Cocaethylene	Hexobarbital
Alfentanil	Cocaine	Hydrocodone
Allobarbitol	Codeine	Hydroxyzine
Alphaprodine	Cotinine	Iminostilbene
Alprazolam	Cyclizine	Imipramine
Amantadine	Cyclobenzaprine	Ketamine
Amitriptyline	Cyproheptadine	Ketazolam
Amphetamine	Desipramine	Levorphanol
Amobarbital	Des-methyl	Lidocaine
Aprindine	Diphenhydramine	Lorazepam
Aprobarbital	Dextrorphan	Maprotiline
Amoxapine	Diazepam	Meclizine
Atropine	Dicyclomine	MEGX (Lidocaine
Azatadine	Diethylpropion	Metabolite)
Barbital	Dihydrocodeine	Meperidine
Benzocaine	Diltiazem & Metabolite	MDEA
Benzphetamine	Dimethyltryptamine	Mephentermine
Benztropine	Diphenhydramine	Mephobarbital
Biperidin	Diphenoxylate	Mephenytoin
Bromodiphenhydramine	Disopyramide	Meprobamate
Brompheniramine	Doxepin	Mepivacaine
Bupivacaine	Desmethyl Doxepin	Mescaline
Butabarbital	Doxylamine	Mesoridazine
Butalbital	EDDP	Methadone
Butorphanol	EMDP	Methamphetamine
Caffeine	Encainide	Methaqualone
Carbamazepine	Ephedrine	Methapyrilene
Carbinoxamine	Ethinamate	Metharbital
Carisoprodol	Ethotoin	Methdilazine
Chlordiazepoxide	Fenfluramine	Methorphan
Chlorpheniramine	Fentanyl	Methohexital
Chlorphentermine	Flecainide	Methsuximide
Chlorpromazine	Fluoxetine	Methylecgonine
Clobazam	Flurazepam	Methylenedioxyampheta-
Clomipramine	Fluphenazine	mine
Clonazepam	Glutethimide	

Methylenedioxyamphet- amine	Prochlorperazine
Metoprolol	Procyclidine
Methylphenidate	Promazine
Methyprylon	Promethazine
Mexiletine	Propoxyphene
Midazolam	Protriptyline
Molindone	Pseudoephedrine
Ethylflurazepam	Pyrilamine
Nicotine	Quinine/Quinidine
Nomifensine	Scopolamine
Nordiazepam	Secobarbital
Norfluoxetine	Sufentanil
Normeperidine	STP
Normethsuximide	Strychnine
Norpropoxyphene	Talbutal
Nortriptyline	Temazepam
Orphenadrine	Theophylline
Oxazepam	Thiamylal
Oxycodone	Thiethylperazine
Papaverine	Thiopental
PEMA	Thioridazine
Pemoline	Tocainide
Pentazocine	Tranlycypromine
Pentobarbital	Triflupromazine
Pentylentetrazole	Trifluoperazine
Phenacetin	Trihexyphenidyl
Phencyclidine	Trimeprazine
Phendimetrazine	Trimethobenzamide
Pheniramine	Trimethoprim
Phenmetrazine	Trimipramine
Phenobarbital	Tripelethamine
Phensuximide	Tripolidine
Phentermine	Verapamil
Phenylpropanolamine	
Phenyltoloxamine	
Phenytoin	
Prazepam	
Primidone	
Procainamide	

## ATTACHMENT

### Environmental Exposure Screening

Acetone

Antimony

Arsenic

Bismuth

Blood Alcohol Concentration

Bromine

Carboxyhemoglobin

Cyanide

Ethane

Ethanol

Halocarbons

Isobutane

Isopropanol

Lead

Mercury

Methane

Methanol

Methemoglobin

n-Butane

Propane

Selenium

Sulfhemoglobin

Thallium

Trichloroacetic Acid

Volatiles

**ATTACHMENT**

**Vitreous Screening**

Chloride

Creatinine

Glucose

Potassium

Sodium

Urea Nitrogen



# Request for Taxpayer Identification Number and Certification

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

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

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

## Part I Taxpayer Identification Number (TIN)

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

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

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

## Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

## General Instructions

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

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

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

# 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.