



COLLIN COUNTY

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

ADDENDUM NO. ONE (1)

Design Services for Collin County Animal Shelter Adoption Center

RFQ NO. 2024-345

Effective: August 28, 2024

Change:

8) Qualifications Submittal and Vendor Response; 5. Respondent's Ability to Identify and Resolve Problems on Past Projects

From:

5.3. Understanding schedule limitations provide an analysis of the Owner's project planning schedule and describe how you plan to develop and communicate design, scope, and budget options in a form that will quickly facilitate the Owner's decision making.

To:

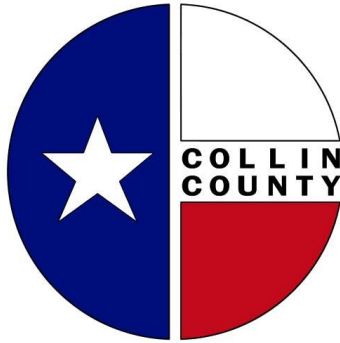
5.3. Understanding Describe the project team's experience with renovation projects in occupied facilities and provide a milestone schedule limitations provide an analysis of the Owner's project planning schedule and describe how you plan to develop and communicate design, scope, and budget options in a form that will quickly facilitate the Owner's decision making identified scope. *Please upload your response

*Response required

Please note all other terms, conditions, specifications, drawings, etc. remain unchanged.

Sincerely,
Michelle Charnoski, NIGP-CPP, CPPB
Purchasing Agent

CUR



Collin County, TX

REQUEST FOR QUALIFICATION

2024-345

DESIGN SERVICES FOR COLLIN COUNTY ANIMAL SHELTER ADOPTION CENTER

RELEASE DATE: August 6, 2024

RESPONSE DEADLINE: September 5, 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

Attachments:

A - LEGAL_NOTICE_TEMPLATE-RFQ 2024-345

B - Sample Agreement - Architectural Services 6.21.24

C - CIQ_-3-22-24

D - W-9_rev_2018-3-22-24

1. INTRODUCTION

1.1. SUMMARY

Offerors will show the ability to Design and provide Construction Administration to build a one-story Animal Shelter Adoption Facility of approximately 10,000 square feet. In addition, the firm will evaluate approximately three locations for the site of the building. The County’s intent is that selected firm will provide a price for design and construction phase services of the building where the general contractor will be awarded by a separate contract in a Construction Manager-at-Risk delivery format (local government code 2269 §§251-258). The County reserves the right to select another construction delivery method as is in the best interest of the County.

1.2. TIMELINE

Release Project Date:	August 6, 2024
Question Submission Deadline:	August 22, 2024, 5:00pm
Response Submission Deadline:	September 5, 2024, 2:00pm

2. GENERAL INFORMATION & REQUIREMENT

2.1. TYPE OF CONTRACT

Any contract resulting from this solicitation will be in the form of the Architectural Services.

2.2. 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.

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 Project. The Owner reserves the right to divide the Project into multiple parts, to reject any and all Qualifications and re-solicit for new Qualifications, 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 respondent to this RFQ for any project 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. Design Services

Offerors will show the ability to Design and provide Construction Administration to build a one-story Animal Shelter Adoption Facility of approximately 10,000 square feet. In addition, the firm will evaluate approximately three locations for the site of the building. The selected firm will provide a price to design and construction phase services of the building where the general contractor will be awarded by a separate contract in a Construction Manager-at-Risk format ([local government code 2269 §§251-258](#)). [The County reserves the right to select another construction delivery method as is in the best interest of the County.](#)

The Design Services for the Project shall include but are not limited to the following:

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

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.

- A. **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	\$1,000,000
Personal Injury &Adv Injury	\$1,000,000
Products/Completed Operation Aggregate	\$2,000,000
General Aggregate	\$2,000,000

- B. **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

- iii. **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
---------------------------------------	-------------

- iv. **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
---------------------------	-------------

- v. **Umbrella/Excess Liability** insurance

Each 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.	Statement of Qualifications and Ability to Undertake The Project – Proposed Personnel As described in Section 8-1.2-1.7.	Points Based	20 <i>(20% of Total)</i>
2.	Prime Firm’s Ability to Provide Services As described in Section 8-2.	Points Based	10 <i>(10% of Total)</i>
3.	Respondent’s Performance on Past Representative Projects As described in Section 8-3.	Points Based	45 <i>(45% of Total)</i>
4.	Respondent’s Knowledge of Best Practices As described in Section 8-4.	Points Based	10 <i>(10% of Total)</i>
5.	Respondent’s Ability to Identify and Resolve Problems on Past Projects As described in Section 8-5.	Points Based	10 <i>(10% of Total)</i>
6.	Respondent’s Proposal Format As described in Section 8-1.1	Points Based	5 <i>(5% 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 Architects/Engineers 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. OFFEROR'S STATEMENT OF QUALIFICATIONS AND AVAILABILITY TO UNDERTAKE PROJECTS

1.1. *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

*1.2. Provide a statement of interest including a narrative describing the Prime Firm's unique qualifications as they pertain to this request. Qualifications should include both Design licensing and Commissioning.**

*Response required

*1.3. Provide a statement on the availability and commitment of the Prime Firm and assigned principal(s) and professionals to undertake projects.**

*Response required

*1.4. Provide a brief history of the Prime Firm and consultant(s) proposed for the assigned project including when the firms were established, type of ownership and office locations. **

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

*Response required

1.5. *Provide a listing of number of professional staff by discipline and a listing of minority professionals by discipline located in the office that will manage the project.**

*Response required

1.6. *Provide an Organization Chart for the team proposed for the projects.**

*Response required

1.7. *Provide resumes of key personnel from the Prime Firm and consultants who will be assigned to this Project.**

Resumes limited to two (2) pages per person.

*Response required

2. PRIME FIRM'S ABILITY TO PROVIDE SERVICES

2.1. *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"

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

*Response required

2.2. *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

2.3. *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"

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

*Response required

2.4. *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"

2.4.1. *Please explain**

*Response required

2.5. *Provide a claims history under professional malpractice insurance for the past five (5) years for the Prime Firm and any team members proposed to provide professional engineering services.**

*Response required

3. RESPONDENT'S PERFORMANCE ON PAST REPRESENTATIVE PROJECTS

3.1. *List a maximum of five (5) projects for which you have provided services that are most related to this project. **

List the projects in order of priority, with the most relevant project listed first. For all consultants are named in the response indicate the projects they also worked on. Provide the following information for each project listed:

- A. Project name, location, contract delivery method, and description
- B. Color images (photographic or machine reproductions)
- C. Final project size in gross square feet
- D. Type of construction (new, renovation, or expansion)
- E. Actual start and finish dates for design
- F. Actual Notice to Proceed and Substantial Completion dates for construction
- G. Description of professional services Prime Firm provided for the project
- H. Name of Project Manager (individual responsible to the Owner for the overall success of the project)
- I. Name of Project Engineer (individual responsible for coordinating the day to day work)
- J. Name of Project Designer (individual responsible for design concepts)
- K. Consultants References (for each project listed above, identify the following):

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

References shall be considered relevant based on specific project participation and experience with the Respondent. The Owner may contact references during any part of this process. The Owner reserves the right to contact any other references at any time during the RFQ process.

*Response required

4. RESPONDENT'S KNOWLEDGE OF BEST PRACTICES

- 4.1. *Describe the Prime Firm's design philosophy, design methodology, and its process for integrating institutional standards into design.**

*Response required

- 4.2. *Describe the Prime Firm's quality assurance program explaining the method used and how the firm maintains quality control during the development of Construction Documents and quality assurance during the Construction phase of a project.**

Provide specific examples of how these techniques or procedures were used for any combination of three (3) projects listed in response to the section "Respondent's Performance on Past Representative Projects".

*Response required

- 4.3. *Describe your cost estimating methods for the design and construction phases.**

How do you develop cost estimates and how often are they updated? For any combination of three (3) projects listed in response to question "Respondent's Performance on Past Representative Projects", provide examples of how these techniques were used and what degree of accuracy was achieved.

*Response required

- 4.4. *Describe the way in which your firm develops and maintains work schedules to coordinate with the Owner's project schedule.**

For any combination of three (3) projects listed in response to question "Respondent's Performance on Past Representative Projects", provide examples of how these techniques were used.

*Response required

4.5. *Describe the types of records, reports, monitoring systems, and information management systems, which your firm used in the management of the projects listed above.**

Describe how you used these systems for any combination of three (3) projects listed in response to question "Respondent's Performance on Past Representative Projects".

*Response required

4.6. *Describe how you plan to ensure continuity of project objectives starting with design solution, moving through construction documents, and finishing with a constructed project that meets the Owner's requirements.**

*Response required

4.7. *Describe the project team's approach to assuring timely completion of projects, including methods you will use for schedule recovery if necessary.**

*Response required

4.8. *Describe how you track Owner input and review comments on your design document submittals to confirm that they have been addressed.**

Provide examples of reports/logs used for tracking response to and closure on Owner comments.

*Response required

5. RESPONDENT'S ABILITY TO IDENTIFY AND RESOLVE PROBLEMS ON PAST PROJECTS

5.1. *Describe your understanding of the administrative challenges and opportunities associated with providing Design and Construction Administration services for the assigned road project and your strategy for resolving these issues.**

*Response required

5.2. *What do you perceive are the critical issues for this project?**

*Response required

5.3. *Describe the project team's experience with renovation projects in occupied facilities and provide a milestone schedule for the identified scope.**

*Response required

5.4. *Describe the project team's experience with renovation/expansion projects in or adjacent to occupied facilities.**

*Response required

5.5. *For any three (3) of the projects listed in response to question "Respondent's Performance on Past Representative Projects", describe any conflicts with the Owner, Consultants, Contractor, or subcontractors, and describe the methods your firm used to resolve those conflicts.**

*Response required

5.6. *Provide examples of how the Offeror has creatively incorporated mechanical, electrical, and plumbing solutions in similar structures.**

*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. *Subcontractors**

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

*Response required

6.6. *Reference No. 1**

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

6.8. *Reference No. 3**

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

6.9. *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

6.10. *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

6.11. *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

6.12. *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

6.13. 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

6.14. 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

6.15. 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

6.16. 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

6.17. 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*

This execution of offer must be completed and returned with the respondent's qualifications. Failure to complete and return 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.

☐ Please confirm

*Response required

6.19. W-9*

Please upload your W-9 Form

*Response required

6.20. Information Regarding Conflict of Interest*

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:

Department:

Sandeep Kathuria-Director of Building Projects

Rick Monk-Director of Facilities

Kerry Lindsey- Director of Strategic Initiatives

Misty Brown-Assistant Director I, County Development Services

Purchasing:

Michelle Charnoski, NIGP-CPP, CPPB – Purchasing Agent

Marci Chrismon, CPPB – Assistant Purchasing Agent

Cory Rogers-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

Complete the CIQ attachment and upload.

*Response required