



Collin County, TX

## REQUEST FOR QUALIFICATION

2025-194

## CONSTRUCTION MANAGEMENT AGENT

RELEASE DATE: April 22, 2025

RESPONSE DEADLINE: May 22, 2025, 2:00 pm

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

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### Attachments:

A - LEGAL\_NOTICE\_TEMPLATE-2025-194

B - Sample\_-\_Professional\_Services\_Agreement\_2025-194

E - CIQ Form

F - W9

## 1. INTRODUCTION

### 1.1. SUMMARY

The County intends to hire a Construction Manager Agent (CMA) for any government institutional project that may exceed \$50 million or whenever the County determines that management assistance is in its best interest. Projects are expected to utilize various delivery methods such as Construction Manager-At-Risk (CMAR), Design-Build, or Design-Bid-Build. The County expects these projects may include, but not be limited to the Courthouse Expansion and Animal Shelter Expansion.

The resulting Professional Services Agreement will be for a term of one (1) year, to begin upon award, with three (3) additional annual renewal options.

Any contract resulting from this solicitation will be in the form of the Owner's Standard Professional Services Agreement. (See Attachments)

### 1.2. BACKGROUND

The CMA is to provide professional services, experienced in Architect and Engineer (A/E) design, procurement and construction management, and act exclusively on behalf of and as an extension of the County.

### 1.3. TIMELINE

Release Project Date:	April 22, 2025
Question Submission Deadline:	May 8, 2025, 2:00pm
Response Submission Deadline:	May 22, 2025, 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 Attachments).

The term will be for one year with three additional one-year renewal options.

### 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. Defined Services:

The CMA consultant shall be expected to perform construction management and coordination services, contract negotiations, budgeting, construction equipment furnishing, commissioning, occupancy, collaborate with County staff, contracted engineers, contracted architects, and vendors.

The County will evaluate the Construction Management team quarterly. The evaluation will assess key performance indicators (KPI's), including the quality of work, timeliness, communication, collaboration, and safety compliance. The contractor will submit a self-assessment, which will be followed by an evaluation from the owner. A meeting will be held to review the strengths and areas for improvement, as well as Owner's requests for future actions.

The CMA Consultant might be requested to assist in the following project phases, which include but are not limited to:

#### **Design Services**

- Reviewing and providing feedback to the ultimate design (provided by the County contracted A/E), cost estimating and value engineering.
- Construction Management: Construction Inspection, testing, administrative review, and associated work.
- Project Closeout: to include preparation of closeout documents.

#### **Pre-Design Services:**

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

#### **Design Phase Services:**

- Review projects' scope, budget, and goals.
- Validate the project budgets and resolve discrepancies.

- Develop an overall management strategy to monitor and review design schedules, professional services for architects, engineers, and consultants (or "A/E") payment tracking, estimated project costs, compliance with the defined project scope, design function and building quality and compliance with project guidelines for each project.
- May assist County staff in the solicitation and selection process for professional services for architects, engineers, and consultants per Collin County, State of Texas and Federal grant requirements.
- Monitor and direct information supplied by Collin County to the commissioned design consultants pertaining to available site surveys and conditions, as-built drawings, utility information, etc.
- Attend and conduct meetings necessary for coordination of project information.
- Be responsible for anticipating and reporting schedule problems and conflicts.
- Develop and/or review phasing plans for Construction phases to minimize disruptions of County operations.
- Provide technical reviews by engineering disciplines. (this should not be considered a peer-review)
- Analyze and validate construction cost estimates to confirm the type of systems, equipment and materials selected are appropriate. Recommend and obtain adjustments as necessary to maintain budget.
- Monitor submittals to and obtain approvals and permits necessary by all regulatory agencies and local authorities having jurisdiction. Take action to maintain the project timeline.
- Provide periodic reports that summarize project estimates, scope changes, project progress and other significant project information

**Procurement & Award Phase Services:**

- Prepare preliminary schedules, confirm A/E's final construction cost estimates and assist in the preparation of procurement packages for distribution by Collin County.
- Assist in conducting pre-procurement conferences (pre-bid meeting, pre-proposal conferences, etc.)
- Assist in procurement evaluations.
- Assist in contract preparation and award, or redesign and re-procurement if budget is exceeded
- Assist in conducting pre-construction conferences and site visits and develop final schedules in conjunction with each successful contractor.

**Construction Phase Services:**

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

- Provide continuous project management, scheduling, payment tracking and monitoring.
- Provide appropriate on-site representation
- Coordinate and assist in providing technical consultations
- Expedite communications and documentation for all submittals including payment requests, change orders, and record drawings
- Facilitate Dispute Resolution Process
- Monitor and facilitate all applicable and required regulatory requirements and approvals, to include but not be limited to Davis-Bacon Act.
- Assist and advise County on FF&E
- Be responsible to Collin County for all activities related to the construction and rehabilitation projects as assigned

**Post-Construction Services:**

- Manage and expedite punch-list process
- Assist in securing operation and maintenance manuals, warranties, and record documents. Record documents shall be in electronic format compatible with the Collin County GIS database, in AutoCAD format, and in mylar reproducibles
- Schedule and coordinate start-up activities, including personnel training
- Prepare final reports for each facility, including project history and current status
- Conduct post-occupancy evaluations at six and twelve month periods after final completion of the project, including accessibility standard post-completion inspections. Recommend corrective actions and report outstanding issues
- Expedite final project closeout and approval for final payment(s), and assist in any post-construction dispute resolution as necessary
- Coordinate with the Contractor and County staff to facilitate commissioning and move-in procedures.
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**CM Authority & Prohibitions:**

- CM may prepare a Request for Pricing, if necessary, and shall make proper recommendations in writing to Collin County regarding Change Orders to the contract(s). Collin County Purchasing Agent shall be responsible for the issuance of all Change Orders. Should Change Orders require additional services



such as drawings, plans, etc., the costs for such services will be adjusted and paid to the Firm, as mutually agreed upon by Collin County and the Firm. No additional payments shall be made to the Firm for Change Orders not requiring additional services.

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

**Quarterly Assessment by Project:**

- The CM shall prepare the quarterly self-assessment and submit to the County on a schedule agreed upon by the CM and County representative at the kick-off of any individual project.

## 4. INSURANCE REQUIREMENTS

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. **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

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

- 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
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- 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	\$5,000,000
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- v. **Umbrella/Excess Liability** insurance

Each Occurrence/Aggregate	\$5,000,000
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2. With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:
  - i. 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.
  - ii. The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

- iii. All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.
  - iv. 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.
  - v. All copies of Certificates of Insurance shall reference the project/contract number.
3. All insurance shall be purchased from an insurance company that meets the following requirements:
- i. A financial rating of A-VII or higher as assigned by the BEST Rating Company or equivalent.
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:
- i. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
  - ii. 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)
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1.	<p><b>KNOWLEDGE, EXPERIENCE AND PERSONNEL</b></p> <p>Present a complete picture of the experience and abilities of the consultant/team in Construction Management involving but not limited to: Design Services, Design Phase Services, Procurement Award Phase Services and Construction Phase Service of large and medium sized facilities. The County would like to see experience in managing projects with different delivery methods, particularly with experience in Construction-Manager-At-Risk (CMAR), but also in Design-Build, and Design-Bid-Build.</p> <p>Provide the following information: include project descriptions, locations, descriptions of services that are similar but not limited to managing other government projects (rather than private) and your best projects to date provided by your firm and cost of the project as designed and as built. Please cite projects that will reflect the various construction delivery methods described by the County, especially projects delivered via CMAR. As the County anticipates this project will include Courthouse expansion and Animal Shelter expansion, any projects that would be similar should be included.</p> <p>Include a brief description of the projects, the construction delivery method, the role of the proposer, dates of the projects, the total cost of each project, the contract amount to the proposer, the amount and number of Change Orders, and a point of contact for the project.</p> <p>Identify the key team members who will be responsible for accomplishing the project, listing the number of years' of related experience. Identify for each person, the projects he or she has completed, and the delivery method used, using action verbs to describe what they actually did in the projects. It is understood that the key team members may have gained their experience either together or from separate projects and possibly other companies (mentioning names of other firms is acceptable). It is the purpose of this section to provide proof that the key team members have experience that can be combined to make upcoming County projects successful. Describe up to ten (10) projects as necessary to accomplish this purpose.</p>	Points Based	45 (45% of Total)
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2.	<p><b>Approach</b></p> <ul style="list-style-type: none"> <li>● Identify the proposed team composition and past experience working as a team.</li> <li>● Identify a staffing plan that clearly illustrates the principal elements of the organizational structure proposed to furnish services described in the Scope of Services including: <ul style="list-style-type: none"> <li>a. Availability and location of personnel, including sub-consultants to perform the work.</li> <li>b. A description of the responsibilities of proposed available personnel and their interrelationships. This should clearly show supervisory relationships, functional areas of work provided by position, and the physical location of the individuals, i.e. office and city.</li> </ul> </li> <li>● Respondents interested in performing these services must exhibit considerable relevant experience with the type of work described in the Scope of Services and should emphasize both the experience and capability of the particular personnel who will actually perform the work. Respondents should also indicate all sub-consultants proposed to be utilized for the contract and indicate their experience with the Scope of Services requested, and capability of the particular personnel who will <u>actually perform the work</u>. The County is very concerned with the experience history and specific personnel of the entire consulting</li> </ul>	Points Based	45 (45% of Total)
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	<p>team that would be used for a project assignment or task order. The Construction Manager will be expected to remain with the project from start to finish. Replacement of these individual(s) without County concurrence will be grounds for cancelling the contract.</p> <ul style="list-style-type: none"><li>● It is anticipated that the “approach” proposed will not be the exact approach used in the project; that will be determined after a firm is selected and the approach, scope and fee is negotiated.</li></ul>		
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3.	<b>Prime Firm's Ability to Provide Services</b> <ul style="list-style-type: none"> <li>● Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.</li> <li>● 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.</li> <li>● Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.</li> <li>● Does any relationship exist by relative, business associate, capital funding agreement, or any other such kinship between your firm and any Owner employee or elected official? If so, please explain.</li> <li>● Provide a claims/lawsuit history where firm is defendant for the past five (5) years for the Prime Firm and any team members proposed to provide professional services.</li> </ul>	Points Based	10 (10% of Total)
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## 6. GENERAL INSTRUCTIONS

### 6.1. DEFINITIONS

1. Offeror: refers to submitter.
2. Provider: refers to a Successful Service Provider.
3. Statement: refers to those documents required to be submitted to Collin County, by an Offeror.
4. SOQ: refers to Statement of Qualifications
5. RFQ: refers to Request for Qualifications

### 6.2. GENERAL INSTRUCTIONS

1. If Offeror does not wish to submit a Statement at this time, please submit a No Offer response.
2. Awards shall be made not more than ninety (90) days after the time set for opening of submittals.
3. Collin County is always conscious and extremely appreciative of your time and effort in preparing your Statement.
4. 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.
5. 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.
6. It is understood that Collin County, Texas reserves the right to accept or reject any and/or all Statements for any or all services covered in a SOQ and to waive informalities or defects in Statements or to accept such Statements as it shall deem to be in the best interest of Collin County.
7. Statements submitted via email, oral, telegraphic or telephonic will not be accepted. SOQs may be submitted in electronic format via Collin County eProcurement.
8. 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.
9. 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.
10. Statements cannot be altered or amended after the submission deadline.

11. Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax.
12. 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](#).
13. 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.
14. All materials and services shall be subject to Collin County approval.
15. Collin County reserves the right to make awards as it deems to be in the best interest of the County.
16. The Offeror shall comply with Commissioners Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County Employees.
17. Offerors taking exception to the specifications shall do so at their own risk. By offering substitutions, Offeror shall state these exceptions in the section provided in the RFQ or by attachment. Exception/substitution, if accepted, must meet or exceed 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.
18. Minimum Standards for Responsible Prospective Offerors: A prospective Offeror must meet the following minimum requirements:
19. have adequate financial resources, or the ability to obtain such resources as required;
20. be able to comply with the required or proposed delivery/completion schedule;
21. have a satisfactory record of performance;
22. have a satisfactory record of integrity and ethics;
23. 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.

24. Offeror shall bear any/all costs associated with its preparation of an SOQ submittal.
25. 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 offerors during the request for qualification process is subject to release under the Act.
26. The Offeror shall comply with Commissioners Court Order No. 2004-167-03-11, County Logo Policy.
27. Openings: All Statements submitted (Offeror's name only) will be read at the County's regularly scheduled opening for the designated project. However, the reading of a Statement at an opening should be not construed as a comment on the responsiveness of such Statement or as any indication that the County accepts such Statement 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.
28. 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

1. Any resulting contract resulting from an accepted Statement of Qualifications shall be in the form of Collin County's standard Architects/Engineers agreement. No different or additional terms will become part of this contract with the exception of an Amendment.
2. 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.
3. No public official shall have interest in the contract, in accordance with Local Government Code Title 5, Subtitle C, Chapter 171.
4. The Provider shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County Employees.
5. Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.
6. Statements must comply with all federal, state, county and local laws concerning the type(s) of product(s)/service(s)/equipment/project(s) contracted for, and the fulfillment of all ADA (Americans with Disabilities Act) requirements.
7. All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture. Obsolete products, including products or any parts not compatible with existing hardware/software configurations will not be accepted.
8. Provider shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all sub-contractors to ensure that Collin County maintains a drug-free work place.
9. Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Provider's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Provider, or of any agent, employee, subcontractor or supplier of Provider in the execution of, or performance under, any contract which may result from an award. Provider shall pay in full any judgment with costs, including attorneys' fees and expenses which are rendered against Collin County and/or participating entities arising out of such breach, act, error, omission and/or fault.

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

10. Expenses for Enforcement. In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.
11. The contract shall remain in effect until any of the following occurs: delivery of product(s) and/or completion and acceptance by Collin County of product(s) and/or service(s), contract expires or is terminated by either party with thirty (30) days written notice prior to cancellation and notice must state therein the reasons for such cancellation. Collin County reserves the right to terminate the contract immediately in the event the Provider fails to meet delivery or completion schedules, or otherwise perform in accordance with the specifications. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Provider.
12. Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.
13. 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.
14. Collin County shall generate a purchase order(s) to the Provider and the purchase order number must appear on all itemized invoices. Collin County will not be responsible for any services rendered without a valid purchase order number.
15. Invoices shall be mailed directly to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. All invoices shall show:
16. Collin County Purchase Order Number;
17. Provider's Name, Address and Tax Identification Number;
18. Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.
19. Payment will be made in accordance with Government Code, Title 10, Subtitle F, Chapter 2251.
20. All warranties shall be stated as required in the Uniform Commercial Code.

21. The Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
22. The Provider agrees to protect Collin County from any claims involving infringements of patents and/or copyrights.
23. 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.
24. The Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.
25. 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.
26. 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.
27. 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.
28. 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.
29. 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.

30. 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.
31. 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.
32. 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.
33. Delays and Extensions of Time when applicable:
34. 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.

35. 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.
36. 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.
37. 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.
38. 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.
39. 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 can be submitted either online or manually (**Both are NOT required**). Online submission is preferred.

Qualifications may be submitted online via <https://procurement.opengov.com/portal/collincountytx>. Online submission is 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:

If submitting the statement of qualifications manually, a table of contents must be included, following the structure outlined below.

☐ Please confirm

\*Response required

## 2. APPROACH TO PROJECT

2.1. *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

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

\*Response required

2.3. *Provide a brief history of the Prime Firm and consultant(s) proposed 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

2.4. *Provide an Organization Chart for the team proposed for the projects.\**

\*Response required

2.5. *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

2.6. *Identify the proposed team composition and past experience working as a team. \**

\*Response required

2.7. *Identify a staffing plan that clearly illustrates the principal elements of the organizational structure proposed to furnish services described in the Scope of Services\**

\*Response required

2.8. *Provide a brief subcontractor plan that outlines the selection process, roles and responsibilities, coordination procedures, and how subcontractors will be managed throughout the project. \**

\*Response required

2.9. *A description of the responsibilities of proposed available personnel and their interrelationships. \**

\*Response required

### 3. PRIME FIRM'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 Prime Firm and any team members proposed to provide professional engineering services.\**

\*Response required

#### **4. RESPONDENT'S PERFORMANCE ON PAST REPRESENTATIVE PROJECTS**

**4.1.** *List up to ten (10) 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:

1. Project name, location, contract delivery method, and description
2. Color images (photographic or machine reproductions)
3. Final project size in gross square feet
4. Type of construction (new, renovation, or expansion)
5. Construction Delivery Method

6. Actual start and finish dates for design
7. Actual Notice to Proceed and Substantial Completion dates for construction
8. Description of professional services Prime Firm provided for the project
9. Name of Project Manager (individual responsible to the Owner for the overall success of the project)
10. Name of Project Engineer (individual responsible for coordinating the day to day work)
11. Name of Project Designer (individual responsible for design concepts)
12. Consultants References (for each project listed above, identify the following):
  - i. 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
  - ii. 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
  - iii. Length of business relationship with the Owner.
13. 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

## 5. VENDOR RESPONSES

### 5.1. *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

### 5.2. *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

### **5.3. Exceptions\***

Do you take exception to the specifications?

☐ Yes

☐ No

\*Response required

When equals "Yes"

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

\*Response required

### **5.4. 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

### **5.5. 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

### **5.6. 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

### **5.7.      *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

### **5.8.      *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

### **5.9.      *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

### **5.10.     *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

### **5.11.     *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

#### **5.12. *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

#### **5.13. *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

#### **5.14. *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

#### **5.15. 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

#### **5.16. 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.

☐ Please confirm

\*Response required

#### **5.17. Firearm Entities and Trade Associations Discrimination\***

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

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

☐ Please confirm

\*Response required

#### **5.18. W-9\***

Please upload your W-9 Form

\*Response required

#### **5.19. 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 Construction and Projects

Brad Harris-Building Projects Coordinator

Kerry Lindsey-Director of Strategic Initiatives

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 if applicable.

#### **5.20. Conflict of Interest Confirmation\***

I have read the conflict of interest information above and will file the CIQ form if a conflict exists.

☐ Please confirm

\*Response required

#### **5.21. 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

#### **5.22. 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