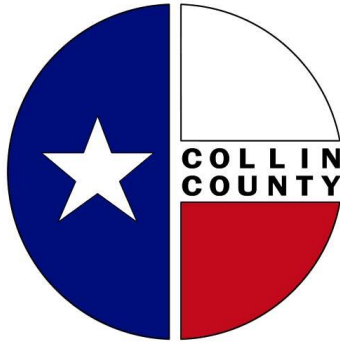




Collin County, TX

REQUEST FOR QUALIFICATION

2026-263

PROFESSIONAL SERVICES, TESTING, BALANCING, AND COMMISSIONING SERVICES FOR VARIOUS PROJECTS

RELEASE DATE: September 29, 2026

RESPONSE DEADLINE: October 29, 2026, 2:00 pm

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

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Attachments:

A - LEGAL_NOTICE

B - CIQ

C - W9

D - Sample Agreement - Engineering Services

1. INTRODUCTION

1.1. SUMMARY

Collin County is soliciting information from qualified firms for Testing, Adjusting and Balancing (TAB) & Commissioning (Cx) that may be required on an as-needed basis.

The firm will be selected based upon qualifications and firm's ability to respond to services. Selected firm shall perform such services as set forth and described. Selected firm must have ability to respond to County's need for TAB and Cx requirements without delay for purpose of maintaining integrity of project schedules. The County will evaluate firms that specialize in both processes but will also consider awarding two contracts if the most qualified for either process is demonstrated by different firms.

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

SCOPE OF WORK INCLUDES all materials, labor, equipment and services to produce or be incorporated in such construction. The Contract will be a general contract to ensure HVAC systems are operating correctly and new or existing buildings are commissioned.

1.2. BACKGROUND

Collin County, Texas, Testing, Adjusting, and Balancing (TAB) and Building Commissioning (Cx) are mandatory quality-control processes managed through the Collin County Construction and Projects department and governed by strict county construction standards and state energy codes. These procedures ensure that public works, commercial sites, and county-owned facilities operate efficiently and meet design intent.

1.3. TIMELINE

Release Project Date:	September 29, 2026
Question Submission Deadline:	October 15, 2026, 2:00pm
Response Submission Deadline:	October 29, 2026, 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 Professional Services Agreement.

2.3. Term

Provide for a one (1) year term contract with four (4) annual renewals, commencing on upon award and final execution by all parties.

2.4. Transitional Period

Upon normal completion of this contract, not to include termination for default, and in the event that no new contract has been awarded by the original expiration date of the existing contract including any extension thereof, it shall be incumbent upon the Contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the original expiration date of the existing contract and any extension thereof.

2.5. EVALUATION OF QUALIFICATIONS

The evaluation of the Qualifications shall be based on the requirements described in this RFQ and in compliance with Texas Government Code 2254. 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.

2.6. 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.

2.7. NON-EXCLUSIVE AWARD

Any resulting contract awarded as a result of this RFQ will be non-exclusive. The County may, at its discretion, award contracts for specific projects or services to other vendors through separate competitive processes. The selected Offeror under this RFQ will not have an exclusive right to provide all services or projects related to the scope of this RFQ.

2.8. 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.

2.9. 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.

2.10. 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.

2.11. 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.

2.12. 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.

2.13. 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. Scope of work

Collin County will need Testing, and Balancing services for HVAC systems to determine if the HVAC equipment is operating efficiently and Retro and New Construction Commissioning Services

The vendor shall be responsible for testing, adjusting, balancing and logging actual data on all air distribution and air moving equipment, pumps, heating and cooling equipment and the operating conditions on all motors, etc. as indicated in this specification.

3.1. Air Handling Units

- Verify that the outside, return and relief air dampers are operational and move freely
- Verify that filters are clean
- Verify correct fan rotation
- If belt driven, verify proper belt tension and that fan and motor sheaves are properly aligned
- Verify that all AHU safeties are operational (firestat, freezestat, high static pressure, etc.)
- If applicable, verify that unit volume control (static pressure) is operational. Set fan volume control device for 100% capacity (terminal boxes set at 100% capacity)
- Verify correct size and rating of motor overload
- Verify fan motor is not overloaded; amperage readings do not exceed motor nameplate rating
- Determine total supply and return air. Air quantities to be determined by duct traverse if duct configuration permits and air velocity is 1000 feet per minute or greater
- Balance air distribution system (see Terminal Boxes and Air Distribution Devices)
- If air volume is less than design and motor capacity is available, adjust fan or fans to supply and return design CFM. If new sheave or sheaves and belts are required, data will be submitted to Contractor
- If applicable, determine the required static pressure and submit the static pressure control set point to control contractor for setting
- Test and adjust the minimum outside air and return air CFM relationship to design
- Test and record entering and leaving air temperature of electric heating coil to verify design heating capacity, if applicable
- Verify all temperature control devices are set and calibrated at design set point

3.2 Coil Units

- Verify that filters are clean
- Verify correct fan rotation
- If belt driven, verify proper belt tension and that fan motor sheaves are properly aligned
- Verify that all Fan Coil unit safeties are operational
- Verify correct size and rating of motor overload protection
- Verify fan motor is not overloaded; amperage readings do not exceed motor nameplate rating
- Determine total supply air
- If air volume is less than design and motor capacity is available, adjust fan to supply design CFM. If belt driven and new sheave or sheaves and belts are required, data will be submitted to Contractor
- Balance air distribution system (see Air Distribution Devices).
- Test and record entering and leaving air temperature of electric heating coil to verify design heating capacity, if applicable
- Verify all temperature control devices are set and calibrated at design setpoint

3.3 Terminal Boxes

Determine sequence of operation from the specifications and verify that all control devices are installed and operational

Set primary air volumes (minimum and maximum) and adjust fan volume, if applicable

Balance air distribution system (see Air Distribution Devices)

Test capacity of heating devices, if applicable, by measuring entering and leaving air temperature of device

Test and verify box sequence operation to ensure specified control sequence

Check calibration of thermostat

3.4 Air Distribution Devices

- Preset all volume dampers in the 100% open position
- Determine and verify proper air pattern detection devices have been installed
- Read out all air distribution devices serviced by their source (VAV Terminal, FPB Terminal, Fan Coil Unit, Constant Volume Air Handling Unit, Supply Fan, Exhaust Fan, etc.)
- Balance all air distribution devices proportional to design CFM

- Adjust source to design CFM
- Verify that all air distribution devices are within plus or minus 10% of design

3.5 Supply/Exhaust/Smoke Fans

Verify correct fan rotation

If belt driven, verify proper belt tension and that the fan and motor are properly aligned.

Verify that all safeties and interlocks are operational

Verify correct size and rating of motor overload protection

Verify fan motor is not overloaded; amperage readings do not exceed nameplate rating

Determine total air. Air quantities to be determined by duct traverse if duct configuration permits and air velocity is 1000 feet per minute or greater

If air volume is less than design and motor capacity is available, adjust fan to design CFM. If new sheave or sheaves and belts are required, data will be submitted to Contractor

Balance air distribution system (see Air Distribution Devices)

3.6 Pumps

- At the time the contractor removes the strainers, verify that they are clean and the proper type.
- Verify correct pump rotation
- Verify correct sizing of each motor overload protection
- Verify pump motors are not overloaded; amperage readings do not exceed motor nameplate rating
- Preset all manual valves at pumps and heat transfer devices to 100% open position
- Set all automatic control valves to 100% flow position
- Determine total GPM by measuring actual pumping head of pump and relate to manufacturer's curves
- Measure actual pressure drop at each heat transfer device and flow metering device, if applicable
- Balance all heat transfer devices proportional to within 10% of design GPM by adjusting balancing valves
- If GPM is above design and the mechanical specifications indicate the pump impellers are to be trimmed to provide design GPM, data will be furnished in order that the Contractor can trim the impeller or impellers. If not, discharge balancing valve at each pump will be adjusted as required to obtain design GPM as related to the manufacturer's curves
- Verify all interlocks and flow switches

- Test and record entering and leaving air and water temperatures at all heat transfer devices

3.7 During the balancing process, all abnormalities or malfunctions of equipment or components discovered by the Testing, Adjusting, and Balancing personnel, will be reported in the interim test and balance report to the project Architect/Engineer, Owner and Contractor so that the condition can be corrected expediently.

3.8 The temperature controls will be verified for calibration and proper relationship between control devices. The Contractor will be advised of any instruments out of calibration in the interim test and balance report so that the Automatic Temperature Controls (ATC) contractor can recalibrate, using data supplied by the Testing, Adjusting, and Balancing firm. The ATC contractor shall assist the Testing, Adjusting, and Balancing firm as required.

3.9 Thoroughly test the Energy Management (EMS), if applicable. The testing of the Energy Management System shall include all HVAC controls, sensors, operators, sequences, etc. The tests shall include verification that commands introduced at the EMS console actually occur and temperatures, pressures, etc. indicated at the EMS console correlate with the actual reading at the sensing point. The ATC contractor and/or EMS contractor shall provide technical support to the Testing, Adjusting, and Balancing firm for a complete check or the HVAC temperature controls and/or the Energy Management System.

3.10 After testing, adjusting and balancing to design conditions, if comfort conditions are not being maintained, the air conditioning system shall be rebalanced within the limitation of the equipment installed to obtain comfort conditions. If comfort conditions cannot be obtained, a report will be submitted giving specific data regarding the trouble area.

3.11 Make a total of three (3) inspections within ninety (90) days after occupancy of the building, and make adjustments if required, to ensure that satisfactory conditions are being maintained throughout. Inspections to be coordinated through the Architect/Engineer and Owner and shall be documented with a supplemental report containing data and information as required.

3.12 Make an inspection during the opposite season from that in which the initial adjustments were made and at that time make any necessary modifications to the initial adjustment required to produce optimum operation of the systemic components to produce the proper conditions in each conditioned space. The opposite season inspection shall be coordinated with the Architect/Engineer and Owner. This inspection shall be documented with a supplemental report containing any pertinent data and information regarding readings and adjustments made.

3.13 TESTING, ADJUSTING, BALANCING REPORT

- The Testing, Adjusting, and Balancing report shall incorporate all performance data for HVAC systems. The intent of the final report is to provide a reference of actual operating conditions for the Owner's operating personnel.

- All measurements and recorded readings (of air, water, electricity, etc.) that appear in the report must be made on site by the permanently employed technicians or engineers of the Testing, Adjusting, and Balancing firm.
- The Testing, Adjusting, and Balancing report shall include but not be limited to the following:
 1. Index
 2. Preface: A general discussion of the system, an outline of normal and ventilation modes of operation, any unusual operating conditions and any deficiencies corrected.
 3. Instrumentation List: A list of instruments used by type, model, range and calibration date. All instruments must be calibrated within six (6) months prior to starting date of Testing, Adjusting, and Balancing services.

3.14 Air Handling Units, Fan Coil Units, etc.:

- Manufacturer, model, size, and serial number
- Design and actual CFM (Supply, Return and Outside)
- Design and actual RPM
- Static pressure entering and leaving filters, coils, and fan
- Motor nameplate data
- Motor starter data and motor overload protection size and rating
- Actual motor amperage and voltage (all phases)
- Filter; type, size and quantity

3.15 Terminal Boxes:

- Manufacturer, model and size
- Location
- Design and actual primary air CFM (maximum and minimum)
- Design and actual fan CFM, if applicable
- Electric duct heater KW and actual temperature differential across electrical heating coil.

3.16 Air Distribution Devices:

- Manufacturer, model and size
- Location

- Design and actual CFM (cooling and heating)
- Air distribution devices where a velocity indicating instrument is used to determine CFM; required and actual velocity in FPM. (When hood used to determine CFM, only CFM recorded).

3.17 Supply/Exhaust Fans:

- Manufacturer, model and size
- Design and actual CFM
- Design and actual RFM
- Design and actual static pressure
- Motor nameplate data
- Motor starter data and motor overload protection size and rating
- Actual motor amperage and voltage (all phases)

3.18 Water Coils

- Manufacturer
- Design and actual CFM
- Design and static pressures
- Design and actual entering and air temperatures
- Design and actual leaving air temperatures
- Actual outside air temperature
- Design and actual entering water temperature
- Design and actual leaving water temperature
- Design and actual coil pressure drop
- Design and actual GPM

3.19 Pumps:

- Manufacturer, model and size
- Design and estimated impeller size from manufacturers pump curves
- Actual pump suction and discharge pressures

- Design and actual pumping head
- Design and actual GPM
- Motor nameplate data
- Motor starter data and motor overload protection size and rating
- Actual motor amperage and voltage (all phases)

3.20 INSTRUCTIONS TO OPERATING PERSONNEL

- Testing, Adjusting, and Balancing firm shall instruct the operating personnel regarding the following:
- Systems Operation
- Unusual Operating Conditions
- System Troubleshooting Procedure

3.21 GUARANTEE

Provide warranty of twelve (12) months after occupancy during which time the Architect/Engineer and/or Owner may, at his discretion, request check of the balance of any HVAC equipment. Provide Testing, Adjusting, and Balancing technicians to assist as required in making such tests. When any device is found not balanced in accordance with the mechanical plans and specifications, that HVAC system shall be completely rebalanced as directed by the Architect/Engineer and/or Owner at the Testing, Adjusting, and Balancing.

A. QUALIFICATIONS AND EXPERIENCE

1. At a minimum, the proponent company's qualifications and experience shall include the following:

- Membership in the AABC Commissioning Group (ACG) and commissioning certification from that organization.
- At least 10 years of experience with the types of building, HVAC and control systems included in this project.
- Knowledge of operations and maintenance requirements.
- A thorough knowledge of testing, adjusting, and balancing (TAB) procedures and methods.
- Knowledge and experience with applicable life safety codes, regulations, and procedures.
- Successful experience working with multi-disciplinary teams,
- Excellent oral and written communications skills.

B. REQUIRED SCOPE OF COMMISSIONING SERVICES

1. Commissioning services are to be provided in five (5) phases: pre-design, design, construction, acceptance, and post-acceptance, in accordance with the ACG Commissioning Guideline.
2. During the pre-design phase, the commissioning agency shall carry out the following scope of work:
 - Provide input to the Owner's requirements for the mechanical systems.
 - Review the Design Intent Document and verify the initial design intent with the Owner and engineer.
 - Prepare the pre-design commissioning outline.
3. During the design phase the commissioning agency shall carry out the following scope of work:
 - Review the design documents (drawings and specifications) as they are prepared to ensure inclusion of material covering the contractor's responsibilities for commissioning; provide comments and suggestions for designer consideration.
 - Prepare the design-phase commissioning plan.
4. During the construction phase the commissioning agency shall carry out the following scope of work:
 - Organize and lead the commissioning team.
 - Review shop drawings and equipment submittals for information affecting the commissioning process.
 - Update the commissioning plan to reflect equipment and controls data from the submittals, and provide commissioning schedule information that the contractor can integrate into the project schedule.
 - Schedule and lead commissioning meetings.
 - Establish and maintain a system for tracking issues needing resolution.
 - Review the project schedule periodically to ensure commissioning activities are properly incorporated; provide feedback to the designer as needed.
 - Perform on-site observations during construction.
 - Monitor correct component and equipment installation; including controls point- to-point checkouts. Document all observations.
 - Witness equipment and system start-ups as deemed necessary. Ensure complete documentation of same.
 - Other related work.
5. During the acceptance phase the commissioning agency shall carry out the following scope of work:

- Review and inspect, on a sample basis, the testing, adjusting and balancing work if carried out by another agency.
- Conduct functional performance testing of sub-systems, systems, and interactions between systems, leading to acceptance of the completed work. Document results of all tests witnessed.
- Organize and direct the training of O & M personnel.
- Videotape O&M staff training sessions.

6. During the post-acceptance phase the commissioning agency shall carry out the following scope of work:

- Conduct functional performance testing of sub-systems, systems, and interactions between systems that could not be carried out prior to acceptance due to unsuitable weather conditions.
- Prepare and submit a final commissioning report.
- Provide follow-up for quality performance during the guarantee period.

7. The scope of work as described in Section 3.0 shall be provided for the following base building systems:

- Supply air.
- Return air.
- Exhaust air.
- Chilled water.
- Condenser water.
- Hot water.
- HVAC control system.

8. In addition to the HVAC systems listed, include in the proposal a fee quotation to carry out the scope of work in Section 3.0 as applicable for each of the following systems as an “add-on” alternate:

- Domestic water heating and distribution systems
- Domestic water treatment
- Electrical power distribution systems
- Lighting control systems
- Fire alarm system
- Security and intrusion detection systems

- Sprinkler system
- Telephone and intercommunications systems
- Cable TV and CCTV systems

3.22 TESTING, ADJUSTING, AND BALANCING FIRM QUALIFICATIONS

- The Firm will be one that is organized to provide independent professional testing, adjusting, and balancing services. The firm shall have one (1) Professional Engineer licensed in the State of Texas with current registration.
- The Firm will have operated a minimum of five (5) years, under the current Firm name.
- All personnel used on the job site shall either be Testing, Adjusting, and Balancing engineers or Testing, Adjusting, and Balancing technicians, who shall have been permanent, full-time employees of the Firm for a minimum of six (6) months prior to working on this project.

3.23 TESTING, ADJUSTING, AND BALANCING FIRM RESPONSIBILITIES

- Liaison: The Testing, Adjusting, and Balancing personnel on the job shall act a liaison between Architect/Engineer, Owner and Contractor.
- Early Inspection: Inspect the installation of mechanical piping systems, sheet metal work, temperature controls and other component parts of the HVAC systems during the construction stage for reviewing that part of the work relating to proper arrangement and adequate provisions for Testing, Adjusting, and Balancing.

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	\$1,000,000
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	\$1,000,000
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- v. **Umbrella/Excess Liability** insurance

Each Occurrence/Aggregate	\$1,000,000
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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 County shall first select the most highly qualified provider of these services on the basis of demonstrated competence and qualifications as outlined in the evaluation criteria below. Once the most qualified provider is identified, then the County shall attempt to negotiate with that provider a contract at a fair and reasonable price in accordance with Texas Local Government Code 2254.004. Only a single provider may be selected for negotiations and award, unless the specifications of this RFQ identified multiple projects or areas where a single provider will be selected for each. A pool of qualified architects, engineers, surveyors, or other professional service providers may not be selected in accordance with 2254.004.

TAB and Cx may be evaluated separately on this solicitation if a single firm is not the most qualified in both areas. Offerors may indicate if they are submitting for both, only for TAB, or only for Cx.

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 See 8. Qualifications and Submittal and Vendor Response Questions 3.1-3.6	Points Based	20 <i>(20% of Total)</i>
2.	Prime Firm's Ability to Provide Services See 8. Qualifications and Submittal and Vendor Response Questions 4.1-4.5	Points Based	10 <i>(10% of Total)</i>
3.	Respondent's Performance on Past Representative Projects See 8. Qualifications and Submittal and Vendor Response Questions 5.1	Points Based	45 <i>(45% of Total)</i>
4.	Respondent's Knowledge of Best Practices See 8. Qualifications and Submittal and Vendor Response Questions 6.1-6.8	Points Based	10 <i>(10% of Total)</i>

5.	Respondent's Ability to Identify and Resolve Problems on Past Projects See 8. Qualifications and Submittal and Vendor Response Questions 7.1-7.6	Points Based	10 <i>(10% of Total)</i>
6.	Respondent's Proposal Format	Points Based	5 <i>(5% of Total)</i>

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.

10. 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.
11. 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.
12. 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.
13. Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.
14. 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.
15. 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.
16. Invoices shall be mailed directly to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. All invoices shall show:
17. Collin County Purchase Order Number;
18. Provider's Name, Address and Tax Identification Number;
19. Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.
20. Payment will be made in accordance with Government Code, Title 10, Subtitle F, Chapter 2251.
21. All warranties shall be stated as required in the Uniform Commercial Code.

22. The Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
23. The Provider agrees to protect Collin County from any claims involving infringements of patents and/or copyrights.
24. 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.
25. The Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.
26. 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.
27. 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.
28. 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.
29. 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.
30. 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.

31. 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.
32. 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.
33. 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.
34. Delays and Extensions of Time when applicable:
35. 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.

36. 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.
37. 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.
38. 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.
39. 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.
40. Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force

Majeure Event”). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

NOTE: All other terms and conditions (i.e. Insurance Requirements, Bond Requirements, etc.) shall be stated in the individual Solicitation documents as Special Terms, Conditions and Specifications.

8. QUALIFICATIONS SUBMITTAL AND VENDOR RESPONSE

1. Qualification Format*

Qualifications shall be prepared SIMPLY AND ECONOMICALLY, providing a straightforward, CONCISE description of the Offeror's ability to meet the requirements of this RFQ. Emphasis shall be on the QUALITY, completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner's needs.

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

Qualifications can be submitted either online or manually (**Both are NOT required**). Online submission is preferred. In total, the data entered into OpenGov, if printed, should then not exceed the 25-page limit.

Qualifications may be submitted online via <https://procurement.opengov.com/portal/collincountytx>. Online submission is preferred. In total, the data entered into OpenGov, if printed, should then not exceed the 25-page limit.

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

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

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

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

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

Offerors shall carefully read the information contained in this RFQ and submit a complete response to all requirements and questions as directed. Incomplete qualifications will be considered non-responsive and subject to rejection.

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

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

Qualifications that are qualified with conditional clauses, alterations, items not called for in the RFQ documents, or irregularities of any kind are subject to rejection by the Owner, at its option.

Owner makes no representations of any kind that an award will be made as a result of this RFQ. The Owner reserves the right to accept or reject any or all Qualifications, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ when deemed to be in Owner's best interest.

Qualifications shall consist of answers to questions identified in Section 5 of the RFQ. It is not necessary to repeat the question in the Qualifications; however, it is essential to reference the question number with the corresponding answer.

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

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

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

TABLE OF CONTENTS:

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

PAGINATION:

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

☐ Please confirm

*Response required

2. TAB, Cx, or Both*

Please Indicate if your submission is for TAB processes only, Cx processes only, or if your firm is submitting qualification to handle both processes

*Response required

3. OFFEROR'S STATEMENT OF QUALIFICATIONS AND AVAILABILITY TO UNDERTAKE PROJECTS

3.1. *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

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

*Response required

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

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

*Response required

3.4. *Provide a listing of number of professional staff by discipline located in the office that will manage the project.**

*Response required

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

*Response required

3.6. *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

4. PRIME FIRM'S ABILITY TO PROVIDE SERVICES

4.1. *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"

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

*Response required

4.2. *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

4.3. *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"

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

*Response required

4.4. *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"

4.4.1. *Please explain**

*Response required

4.5. *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

5. RESPONDENT'S PERFORMANCE ON PAST REPRESENTATIVE PROJECTS

5.1. *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:

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. Actual start and finish dates for design

6. Actual Notice to Proceed and Substantial Completion dates for construction
7. Description of professional services Prime Firm provided for the project
8. Name of Project Manager (individual responsible to the Owner for the overall success of the project)
9. Name of Project Engineer (individual responsible for coordinating the day to day work)
10. Name of Project Designer (individual responsible for design concepts)
11. 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.
12. Identify a maximum of five (5) 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

6. RESPONDENT'S KNOWLEDGE OF BEST PRACTICES

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

*Response required

- 6.2. *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 five (5) projects listed in response to the section "Respondent's Performance on Past Representative Projects".

*Response required

6.3. *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 five (5) 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

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

For any combination of five (5) projects listed in response to question "Respondent's Performance on Past Representative Projects", provide examples of how these techniques were used.

*Response required

6.5. *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 five (5) projects listed in response to question "Respondent's Performance on Past Representative Projects".

*Response required

6.6. *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

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

*Response required

6.8. *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

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

7.1. *Describe your understanding of the administrative challenges and opportunities associated with providing Design and Construction Administration services for Testing, Balancing and Commissioning projects and your strategy for resolving these issues.**

*Response required

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

*Response required

7.3. *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.**

*Response required

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

*Response required

7.5. *For any five (5) 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

7.6. *Provide examples of how the Offeror has creatively incorporated testing, balancing and commissioning in similar structures.**

*Response required

8. **VENDOR RESPONSES**

8.1. *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

8.2. *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

8.3. *Exceptions**

Do you take exception to the specifications?

☐ Yes

☐ No

*Response required

When equals "Yes"

8.3.1. *Please state your exceptions**

*Response required

8.4. *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

8.5. *Technology Security Breach Acknowledgement**

When VENDOR experiences a data breach or unauthorized access to the Collin County Data, VENDOR will immediately notify the End-User Department Director, the Chief Information Officer (CIO), and the Purchasing Agent. Within two weeks of such breach, a detailed notification is required and shall include the nature of the breach, the data comprised, the involving parties, mitigation efforts, and corrective actions to be taken by VENDOR. Unless Collin County or any of their affiliates is directly responsible for such breach, VENDOR shall be solely responsible for all expenses related to any data breach or unauthorized access to the Collin County data and shall be by liable for all damages, fines, to include litigation cost. Except as set forth above, Collin County shall not be responsible for any expense associated with data breaches or unauthorized access while the Collin County Data is residing in VENDOR cloud services.

☐ Yes

☐ No

*Response required

8.6. 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

8.7. 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

8.8. 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

8.9. 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

8.10. 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

8.11. *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

8.12. *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

8.13. *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

8.14. *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

8.15. 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

8.16. Critical Infrastructure Affirmation*

Pursuant to section 2275.0102 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 2275.0103, or (2) headquartered in any of those countries.

☐ Please confirm

*Response required

8.17. Energy Company Boycotts*

Pursuant to Section 2276.002 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

8.18. 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

8.19. W-9*

Please upload your W-9 Form

*Response required

8.20. 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.collincountytexas.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

David Dooley - Asst Dir of Building Projects

Brad Harris - Building Projects Coordinator

Luis Palma - Director Of Facilities

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.

8.21. *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

8.22. *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

8.23. AI Acknowledgement*

The County requires that all submitted content be the product of human authorship or have undergone substantial human review and modification. This is to ensure that the final proposal accurately reflects the Offeror's capabilities, experience, and understanding of the requirements. The Offeror is ultimately responsible for the accuracy, truthfulness, and completeness of their submission. Any submission found to contain misleading information, whether from AI or otherwise, may be subject to penalties or disqualification.

Please confirm all submitted content was either authored by or substantially reviewed a human and not AI and the submission accurately reflects company's/firm's capabilities, experience, and understanding of the requirements.

☐ Please confirm

*Response required

8.24. 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

Request For Qualification #2026-263

Title: Professional Services, Testing, Balancing, and Commissioning Services for Various Projects

*Response required

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Name of signatory

Signature

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number											
				-				-			
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ►	Date ►

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas, hereinafter referred to as "County", and, _____, a _____ Corporation, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the County desires to engage the services of the Engineer for _____ "Project"; and

WHEREAS, the Engineer desires to render such engineering services for the County upon the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

1. Retention of the Engineer

The County hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project; Engineer agrees to perform such services in accordance with the terms and conditions of this Agreement, exercising the same degree of care, skill, and diligence as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.

II. Scope of Services

2.1 The parties agree that Engineer shall perform such services as are set forth herein and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. Work for each phase shall be preceded by a Notice to Proceed issued by County. The parties understand and agree that deviations or modifications in the form of written change orders may be authorized from time to time by the County.

2.2 The Engineer will serve as County's professional engineering representative under this Agreement, providing professional engineering, consultation, advice and furnishing customary services incidental thereto. The Engineer agrees to cooperate and coordinate with other design professionals, the County and its contractors to help facilitate efficient construction of the Project and maintain the Project schedule.

2.3 The Engineer shall advise the County with regard to the necessity for subcontract work such as special surveys, tests, test borings, or other subsurface investigations in connection with design and engineering work to be performed hereunder. The Engineer shall also advise the County concerning the results of same. Such survey, test, and investigations shall be furnished to the County.

2.4 The presence or duties of the Engineer's personnel at a construction site, whether as on-site representatives or otherwise, do not make the Engineer or its personnel in any way responsible for those duties that belong to County's construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and

responsibilities, including but not limited to, all construction methods, means, techniques, sequences and procedures necessary for completing all portions of the construction work in accordance with the Contract Documents and any health or safety precautions required by such construction work. The Engineer and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

2.5 The Engineer will make periodic recommendations for periodic construction progress payments to the construction contractor. Recommendations by the Engineer to the County for periodic construction progress payments to the construction contractor will be based on the Engineer's knowledge, information, and belief from sampling and observation that the work has progressed to the point indicated. Such recommendations do not represent that there are not other matters at issue between the County and the construction contractor that affect the amount that should be paid.

2.6 The Engineer agrees to provide a complete and coordinated set of drawings and specifications for the construction of the Project, exercising the same degree of care, skill, and diligence as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. Construction drawings, specifications, and other construction documents prepared by the Engineer or its consultants and submitted to the County for approval or contractors for bidding or negotiation purposes shall be complete and capable of construction "as is". While the utility of communications between design professionals and construction contractors for the purpose of clarifying design intent is recognized, the Project should be capable of construction without the necessity of formal revisions or contract modifications to provide missing design information after construction contracts are awarded. Said documents shall comply with all applicable codes, ordinances, statutes, and regulations governing the design of the Project.

2.7 The Engineer shall assist the County in the preparation and filing of documents required for the approval of governmental authorities having jurisdiction over the Project.

III. Schedule of Services

3.1 The Engineer agrees to commence its services immediately upon execution of this Agreement, or as otherwise directed in writing by the County, and to proceed diligently with said services to completion as described in the Completion Schedule attached hereto as Exhibit "B" and thereby made a part of this Agreement. Engineer shall not be considered in default of this Agreement for delays in performance caused by circumstances beyond its reasonable control. Should such circumstances occur, the Engineer shall, within a reasonable time of being prevented from performing, give written notice to the County describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

3.2 In the event that the Engineer is delayed in the progress of the work on the Project by an act or neglect of the County, County's employees, or separate contractors employed by the County, or by changes ordered in the Project, fire, adverse weather conditions not reasonably anticipated, unavoidable casualties or other causes beyond the Engineer's control, or delay authorized by the County pending arbitration, or by other causes which the County and Engineer agree may justify delay, then the Contract Time shall be reasonably extended by Contract Amendment. The County shall have the right at any time to delay or

suspend the work or any part thereof for any reasonable time and if this happens, the Engineer's sole remedy for any delays or suspension shall be any extension of time. However, should the delay continue for more than one year past the original completion date in the completion schedule, the Engineer may request to renegotiate their professional fee provided that the fee is reasonable and substantiated by documents showing the need for the requested increase. Any

request for a fee increase shall be submitted to County for final approval. The County shall not be independently liable to the Engineer for any delay or interference caused by circumstances beyond the County's control or any delay caused by any other person or entity.

IV. Compensation and Method of Payment

The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto as Exhibit "C" and thereby made a part of this Agreement. Engineer further agrees that it will prepare and present such monthly progress reports and itemized statements as are described in said Exhibit "C". Payment will be made in accordance with The Texas Government Code, Title 10, Subtitle F, Chapter 2251. Engineer further agrees to the following terms prior to payment being due by County:

A. Invoice and Payment

- (1) The Engineer shall provide the County sufficient documentation to reasonably substantiate the invoices.
- (2) The Engineer will issue monthly invoices for all work performed under the Agreement.
- (3) In the event of disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. The County will exercise reasonableness in contesting any portion thereof. NO interest will accrue on any contested portion of the billing until mutually resolved.
- (4) In the event of any conflict between Paragraph IV and Chapter 2251 of the Texas Government Code, The Texas Government Code shall prevail.

V. Information to be provided by the County

5.1 The County agrees to furnish to Engineer, prior to the Engineer's commencement of its services, all that information set forth and described on Exhibit "D", which is attached hereto and thereby made a part of this Agreement.

5.2 The County will make its facilities accessible to the Engineer as required for the Engineer's performance of its services. The Engineer represents that it understands the scope of this Agreement and has reviewed and inspected the Project sites, and can fully perform its obligations pursuant to this Agreement. Any failure of the Engineer to acquaint itself with the available information will not relieve the Engineer from its responsibilities pursuant to this Agreement.

5.3 The County shall disclose, to the extent known to the County, the results of prior tests, inspections or investigations conducted for the Project upon request by the Engineer.

VI. Progress Meetings

In addition to providing the monthly progress reports as required under Paragraph IV herein above, Engineer agrees to attend all monthly progress meetings scheduled by County,

and at such meetings to outline work accomplished and special problem or delays encountered in connection with the Project during the previous report period, as well as planned work activities and special problems and delays anticipated for the next report period. The Engineer agrees to cooperate and coordinate with other design professionals, the County and its contractors to help facilitate efficient construction of the Project and maintain the Project schedule.

VII. Insurance

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

VIII. Indemnity

Engineer agrees to indemnify the County to the fullest extent allowed by section 271.904 of the Texas Local Government Code, including payment of the County's reasonable attorneys' fees to the extent such is allowed under 271.904(b).

The Engineer must be in compliance with the provisions of Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code. The Engineer shall perform services (1) with professional skill and care ordinarily provided by competent Engineers 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.

IX. Independent Contractor

In the performance of services hereunder, the Engineer shall be deemed an independent contractor and shall not, with respect to its acts or omissions, be deemed an agent, subcontractor or employee of the County.

X. Assignment and Subletting

The Engineer agrees that neither this Agreement nor the services to be performed hereunder will be assigned or sublet without the prior written consent of the County. The Engineer further agrees that the assignment or subletting or any portion or feature of the services required in the performance of this Agreement shall not relieve the Engineer from its full obligations to the County as provided by this Agreement.

XI. Audits and Records/Prohibited Interest

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

11.2 The Engineer agrees that it is aware of the conflict of interest requirements of the state law which are applicable to persons entering into contracts with the County and will abide by the same. Engineer understands and agrees that the existence of a conflict of interest during the term of this Agreement will render the agreement voidable.

11.3 The Engineer acknowledges to the County that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal

financial interest, direct or indirect, in property abutting the proposed Project and business relationships with persons or entities with interest in abutting properties.

XII. Contract Termination

The parties agree that County shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to Engineer. In the event of such termination without cause, Engineer shall deliver to County all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Engineer in connection with this Agreement. Engineer shall have the right to terminate this Agreement upon thirty (30) days written notice to County in the event of the County's breach of any material term of this Agreement, including but not limited to compensation and method of payment. Regardless of which party initiates termination, Engineer shall be entitled to compensation for any and all services completed to the satisfaction of County in accordance with the provisions of this Agreement prior to termination.

XIII. Cost Estimates

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

XIV. Ownership of Documents

Original drawings and specifications (Instruments of Service) created by Engineer are the property of the Engineer; however, the Project is the property of the County, and Engineer may not use the drawings and specifications for any purpose not relating to the Project without County's consent. County shall be furnished with such reproductions of drawings and specifications as County may reasonably require. Upon completion of the services or any earlier termination of this Agreement under Article XII, and payment in full of all monies due Engineer, Engineer will revise drawings to reflect significant changes made during construction as per the marked-up prints, drawings, and other data furnished to the Engineer by or through the County or Contractor. Engineer will promptly furnish the County with one (1) complete set of reproducible record prints. All such reproductions shall be the property of the County who may use them without the Engineer's permission for any proper purpose relating to the Project, including but not limited to, maintenance of the Project, additions to the Project, or completion of the Project. The aforementioned revisions will be based upon information supplied by the County's construction contractor and will be assumed by Engineer to be complete and accurate. As such, Engineer shall not be responsible for errors or omissions resulting therefrom. Prints shall be furnished, as an additional service, at any other time requested by County. The County may use such drawings in any manner it desires; provided, however, that the Engineer shall not be liable for the use of such drawings for any project other than the Project described herein.

XV. Complete Contract

15.1 This Agreement, including the exhibits hereto numbered "A" through "E", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument, signed by the County and the Engineer.

15.2 Warranties contained in this Agreement are in addition to and not in lieu of, any and all other liability imposed upon the Engineer by law with respect to the Engineer's duties, obligations, and performance hereunder. The Engineer's liability hereunder shall survive the County's final acceptance and payment for the Project. All representations and warranties set forth in this Agreement, including without limitation, this paragraph, shall survive the final completion of the Work or earlier termination of this Agreement. The Engineer acknowledges that the County is relying upon the Engineer's skill and experience in performing the services pursuant to this Agreement.

XVI. Mailing of Notices

Unless instructed otherwise in writing, Engineer agrees that all notices or communications to the County permitted or required under this Agreement shall be addressed to the County at the following addresses:

Owner:

(Department Information)

Collin County Administrator
2300 Bloomdale #4192
McKinney, TX 75071

Collin County Purchasing
2300 Bloomdale # 3160
McKinney, TX 75071

County agrees that all notices or communications to Engineer permitted or required under this Agreement shall be addressed to Engineer at the following address:

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the date such notice or communication is posted by the sending party.

XVII. Miscellaneous

A. Paragraph Headings

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

B. Interpret Contract Fairly

Although this Agreement is drafted by County, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorable for either party.

C. Venue/Governing Law

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County, Texas. The venue for any litigation related to this Agreement shall be in Collin County, Texas.

D. Parties Bound

County and Engineer, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

E. Severability

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect.

F. Effective Date

This Agreement shall be effective from and after execution by both parties hereto.

G. Term of Agreement

The term of Agreement shall conform to the schedule as stipulated in Exhibit "B" attached herein. No other extension shall be authorized unless granted by written agreement between the County and Engineer.

H. Observe and Comply

Engineer shall at all times observe and comply with all federal and State laws and regulations and with all City ordinances and regulations which in any way affect this Agreement and the work hereunder, and shall observe and comply with all orders, laws, ordinances and regulations which may exist or may be enacted later by governing bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof shall be considered. Engineer agrees to defend, indemnify and hold harmless County and all of its officers, agents, and employees from and against all claims or liability arising out of the violation or any such order, law, ordinance, or regulation, whether it be by itself or its employees.

I. Expenses for Enforcement

In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

J. Force Majeure

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

WITNESS OUR HANDS AND SEALS on the date indicated below.

COLLIN COUNTY, TEXAS

Date: _____

By: _____

Michelle Charnoski, NIGP-CPP, CPPB

Purchasing Agent

Court Order No. _____

(ENGINEER NAME)

Date: _____

By: _____

Title: _____

SAMPLE

ACKNOWLEDGMENT

STATE OF TEXAS }
 }
COUNTY OF COLLIN }

BEFORE ME, _____ on this day personally appeared _____, of _____, a _____ Corporation, known to me (or proved to me on the oath of _____ or through (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of the corporation, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 20__.

Notary Public, State of Texas

Printed Name

My Commission expires on the _____ day of _____, _____.

STATE OF TEXAS }
 }
COUNTY OF COLLIN }

BEFORE ME, _____ on this day personally appeared Michelle Charnoski, Purchasing Agent of COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of COLLIN COUNTY, TEXAS, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 20__.

Notary Public, State of Texas

Printed Name

My Commission expires on the _____ day of _____, _____.

EXHIBIT "A"
SCOPE OF SERVICES

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

SAMPLE

EXHIBIT "B"
PROJECT SCHEDULE

This agreement shall be effective upon execution by both parties and shall be in effect beginning on (Date) and continue through and including (Date) with (insert amount) optional (insert amount) year renewals.

Refer to the attached schedule for deliverable/milestone dates. Actual deliverable/milestone dates may be subject to change based on delayed critical path task items that are outside of the control of the Engineer and/or the County. A revised project design schedule will be provided by the Engineer in the event that an adjustment is necessary.

SAMPLE

EXHIBIT "C"
PAYMENT SCHEDULE

Invoices will be transmitted to the County on a monthly basis based on a percentage of work completed at that time, and payments to the Engineer will be made as follows:

A derivation of the total contract fee amount is attached.

SAMPLE

EXHIBIT “D”
INFORMATION TO BE PROVIDED BY THE COUNTY

SAMPLE

EXHIBIT "E"
INSURANCE REQUIREMENTS

1.1 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

1.1.1 **Commercial General Liability** insurance including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability.

- Each Occurrence: \$1,000,000
- Personal & Adv Injury: \$1,000,000
- Products/Completed Operation: \$2,000,000
- General Aggregate: \$2,000,000

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

Employers' Liability

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

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

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

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

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

1.1.5 **Umbrella/Excess Liability** insurance.

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

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

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

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

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

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

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

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

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

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

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

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

SAMPLE