

# COOKE COUNTY RFQ PACKET FY 25-02 Engineering Services

SECTION I: TERMS AND CONDITIONS

SECTION II: CONFLICT OF INTEREST

QUESTIONNAIRE

SECTION III: ETHICS STATEMENT

SECTION IV: NOTICE TO REQUESTOR

SECTION V: RFQ SPECIFICATIONS

SECTION VI: W-9/HB1295/HB89

SECTION VII: LEGAL NOTICE

## COOKE COUNTY, TEXAS TERMS AND CONDITIONS

- RFQs must give the full company name and address of the requestor. Failure to manually sign RFQ will disqualify RFQ.
- 2. All requestors must complete the "Conflict of Interest Questionnaire". Chapter 176 of the Texas Local Government code requires that any vendor or person conducting business or wishing to conduct business with a county complete the questionnaire. It must be filed with the Cooke County Clerk. It is a Class C misdemeanor offense if a person violates Section 176.006, Local Government Code. Any questions can be directed at the Texas Ethics Commission in Austin.
- 3. It is understood that Cooke County, Texas reserves the right to accept or reject any and/or all RFQs for any or all products and/or services covered in an Invitation for RFQ, to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of Cooke County. All requestors must complete W-9.
- 4. All Invitation for RFQs shall be submitted in hard copy paper form and shall be submitted in a sealed envelope, plainly marked on the outside with the RFQ number and name. A hard copy paper form submittal shall be manually signed in ink by a person who has the authority to bind the firm in a contract. Submittals shall be mailed or hand delivered to the Cooke County Auditor's Office.
- 5. Sealed RFQs will be opened on the date set forth in the Notice to Requestor and/or the Legal Notice.
- 6. Any explanation, clarification, or interpretation desired by a requestor regarding any part of the RFQ must be requested in writing from the Auditor's Office not less than five (5) business days before RFQ closing. Interpretations, corrections, or changes to the RFQ made in any other manner are not binding upon the County, and requestors shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the contract are not binding. Request for explanations or clarifications may be e-mailed to <a href="mailed-to-gabriella.young@co.cooke.tx.us">gabriella.young@co.cooke.tx.us</a> or faxed to Cooke County at 940.668.5442. The fax must clearly identify the requestor's company name, point of contact and RFQ number. Any written information given to one requestor concerning RFQ will be furnished as an addendum to all requestors who have been issued a RFQ.
- 7. The requirement to furnish a Security Bond and/or Performance Bond, when necessary, will be stated elsewhere in the Specifications.
- 8. If ownership of your firm should change during the term of this contract, Cooke County must be notified (*Novation*) in writing within ten (10) days and a new declaration of relationships submitted immediately to the Cooke County Auditor's Office. Failure by the vendor to provide written notification of change of ownership may result in cancellation of the contract.
- 9. Cooke County is exempt from State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.

- 10. All delivery and freight charges, please include quotes with F.O.B., are to be included as part of the RFQ/quote/proposal price. All components required to render the item complete, installed, and operational shall be included in the total RFQ price. Cooke County will pay no additional freight/delivery/installation/set up fees.
- 11. The title and risk of loss of the goods shall not pass to County until County takes possession of the goods at the point(s) of delivery.
- 12. Escalation and De-escalation: It is agreed the unit price RFQ is based, in part, on prices charged or quoted at the time of this RFQ by a product supplier to the vendor. The unit price RFQ may be increased or decreased when a product supplier increases or decreases their price to the vendor; however, the increase or decrease in the unit price shall be limited to the amount of the increase or decrease in price a product supplier charges the vendor. Any change in the unit price, RFQ, shall be accompanied by supporting documents from the vendor's product supplier. The vendor shall provide notice to the county auditor at least two (2) days in advance of any increase in the unit price RFQ. The two- (2) day period shall begin upon receipt of the notice by the Cooke County Commissioner's Court after their approval. Cooke County reserves the rights to cease purchase of the product, purchase from the secondary requestor, rerequest or continue purchasing from the primary vendor if the unit price RFQ increases.
- 13. If delay is foreseen, the vendor shall give written notice to the county auditor. Cooke County has the right to extend the delivery date if reasons appear valid. Vendors must keep the county advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the county to purchase supplies elsewhere and charge full increase in cost and handling to defaulting vendor.
- 14. All items proposed shall be new, in first-class condition, including containers suitable for shipment and storage, unless otherwise indicated in RFQ. Verbal agreements to the contrary will not be recognized. All materials and services shall be subject to the County's approval. Unsatisfactory material will be returned at the Requestor's expense.
- 15. Specifications may reference name brands, make, and/or model numbers. Any reference made to model/make and /or manufacturer used in specifications is for descriptive purposes only. Products/ materials of like quality will be considered. Cooke County shall act as the sole judge in determining equality and acceptability of products offered.
- 16. The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made based on this statement. The items furnished under this contract shall be new, unused of the latest product in production or commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturers furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item RFQ.

- 17. Requestors are responsible for including all pertinent product data in the returned RFQ package. Literature, brochures, data sheets, specification information, completed forms requested as part of the RFQ package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the requestor wishes to include as a condition of the RFQ, must also be in the returned RFQ package. Failure to include all necessary and proper supplemental materials may be caused to reject the entire RFQ.
- 18. The RFQ will be awarded to the lowest and best RFQ and in the best interest of Cooke County. Contracts may be awarded to more than one requestor if it is in the best interest of Cooke County.
- 19. All requestors will comply with all Federal, State, and local laws relative to conducting business in Cooke County including, but not limited to licensing, labor and health laws. The laws of the State of Texas will govern as to the interpretation, validity and effect of this RFQ, its award, and any contract entered into.
- 20. The successful requestors agree, by entering into this contract, to defend, indemnify and hold Cooke County harmless from any and all courses of action of claims of damages arising out of or related to requestor's performance under this contract.
- 21. Upon signing this RFQ document, an requestors offering to sell supplies, materials, services, or equipment to Cooke County certifies that the requestor has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the RFQ made to any competitor or any other person engaged in such line of business. Any or all RFQs may be rejected if the County believes that collusion exists among the requestors. RFQs in which the prices are obviously unbalanced may be rejected. If multiple RFQs are submitted by a requestor and after the RFQs are opened, one of the RFQs is withdrawn, the result will be that all of the RFQs submitted by that requestor will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple RFQs for different products or services.
- 22. Acceptance of and final payment for the item will be contingent upon satisfactory performance of the product received by Cooke County.
- 23. Successful requestor(s) shall submit separate invoices, on each purchase order. Invoices shall be itemized and transportation charges, if there are any, shall be listed separately. Mail to Cooke County, Accounts Payable, 101 S. Dixon, Gainesville, Texas 76240. Payments shall not be due until the above instruments are submitted after delivery.
- 24. It is expressly understood and agreed that in case Cooke County should need any item(s) not available within the time frame requested from the successful vendor during the term of this contract, Cooke County reserves the right to purchase these items from other than the successful vendor. This shall not be in violation of any terms or conditions of said contract. Further, Cooke County reserves the right to seek another vendor if, any time, the vendor's prices do not conform to public pricing.
- 25. The price to be paid by Cooke County shall be that contained in Requestor's RFQ which requestor warrants being no higher than the Requestor's current prices on orders by others for products of the same kind and specification covered by this agreement for similar quantities under similar or like

conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Requestor's current prices on order by others, or the alternative, Cooke County may cancel this contract without liability to Requestor for breach or Requestor's actual expense.

- 26. The requester shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the County. Requestor warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the RFQ invitation, and to the sample(s) furnished by Requestor, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 27. Requestor warrants that the product sold to County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, buyer may return the product for correction or replacement at the Sellers expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by County will be at Requestor's expense.
- 28. Requestor and requestor's insurance carrier waive any and all rights whatsoever with regard to subrogation against Cooke County as an indirect party to any suit arising out of personal or property damages resulting from requestor's performance under this agreement.
- 29. No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office and any officer or employee guilty thereof shall be subject to removal from his office or position. Any violation of this section, with the knowledge expressively implied, of the person or corporation contracting with the County shall render the contract voidable by the Commissioners' Court.
- 30. Any interpretation, corrections or changes to these specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Cooke County Auditor, authorized to do so by the Commissioners Court. Addenda will be mailed to all who are known to have received a copy of the specifications. Proposers shall acknowledge receipt of all addenda.
- 31. All requestors must complete the forms 1295 Certificate of Interested Parties electronic application on the Texas Ethics Commission Website <a href="https://www.ethics.state.tx.us/whatsnew/elf">https://www.ethics.state.tx.us/whatsnew/elf</a> info form1295.htm. It must be notarized and submitted with RFQ packet.

#### SIGNATURE PAGE

I hereby certify that the items offered meet all the requirements of the RFQ conditions and specifications and I

hereby accept the provisions of the terms and conditions inclu	ded in the RFQ sp	ecifications.
Respectfully submitted:		
Legal Name of Requestor		
Authorized Representative Signature		
Print or Type Authorized Representative's Name and Title		
Complete Mailing Address (for Correspondence) City	State	Zip Code
Complete Remittance Address (if different from above) City	State	Zip Code
Telephone Number Fax Numb	er	
Authorized Representative's Email Address		100000000000000000000000000000000000000
Federal ID Number (Requestor or Corporation) or Social Securi	tv Number (Indiv	idual)

Cooke County does not discriminate based on race, color, national origin, sex, religion, age and disability in employment or the provision of services.

## CONFLICT OF INTEREST QUESTIONNAIRE

## **FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.  By law this questionnaire must be filed with the records administrator of the ocal government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.	OFFICE USE ONLY  Date Received	
A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.		
2. Check this box if you are filing an update to a previously filed questionnaire with the appropriate filing authority not leavhich an activity described in Section 176.006(a), Local Government Code, is pending and not later than the originally filed questionnaire becomes incomplete or inaccurate.)	ater than September 1 of the year for	
3. Describe each affiliation or business relationship with an employee or contractor entity who makes recommendations to a local government officer of the local gove to expenditure of money.		
I. Describe each affiliation or business relationship with a person who is a local appoints or employs a local government officer of the local governmental entity questionnaire.		

#### **CONFLICT OF INTEREST QUESTIONNAIRE**

#### **FORM CIQ**

For vendor or other person doing business with local governmental entity 5. Name of local government officer with whom filer has an affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.) This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? Yes No B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? Yes No C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? Yes No D. Describe each affiliation or business relationship. 6. Describe any other affiliation or business relationship that might cause a conflict of interest. 7. Signature of person doing business with the governmental entity Date

#### **RFQ Specifications**

Cooke County has the need from time to time to require the services of an Engineering firm for design, inspections, review and/or engineering for projects within Cooke County. The County is seeking Requests for Qualifications (RFQ) from firms or individuals who can adequately demonstrate they have the resources, experience and qualifications to provide the County with such services. The resulting contract(s) will be indefinite delivery, indefinite quantity (IDIQ) style contracts. RFQ to be in accordance with Section 2254.004 of the Texas Government Code.

#### SCOPE OF SERVICES

Activities with respect to this Contract will include but not be limited to the following:

- Road Construction Projects
- Subdivision Projects Projects that include consultation, inspection, and review of Infrastructure and Development Projects that may arise as a result of compliance with Cooke County's Subdivision Regulations -

 $\underline{http://www.co.cooke.tx.us/upload/page/3144/docs/CookeCountySubdivisionRegsAdoptedJan2019}.\underline{pdf}$ 

- Bridge Construction Projects
- Drainage Projects
- Sample Collection
- Flood Plain Management Analysis And / Or Consulting Services
- Inspection of public works projects
- Geotechnical Engineering
- Construction Materials Testing
- Other projects that would require consulting, design, and or solutions by a licensed professional.

#### **GENERAL TERMS AND CONDITIONS**

**Contract Term:** This service shall be for a period of four (4) years from the date of the award. The contract may be extended for an additional two (2) year period, provided both parties agree in writing to do so, prior to expiring. Any extensions shall be at the same terms and conditions, plus any approved changes.

**Funding:** Any resultant contract is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the County Commissioners Court.

Indemnification: CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS, COOKE COUNTY, ITS OFFICERS, AND EMPLOYEES AND CONTRACTORS, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COURT COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT. CONTRACTOR SHALL COORDINATE ITS DEFENSE WITH THE COOKE COUNTY DISTRICT ATTORNEY, AS REQUESTED BY COOKE COUNTY. THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE CONTRACTOR TO INDEMNIFY OR HOLD HARMLESS COOKE COUNTY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF COOKE COUNTY OR ITS EMPLOYEES.

**Reimbursements:** There is no express or implied obligation for Cooke County to reimburse Respondent for any expenses incurred in preparing a response to this Request for Qualifications, nor will the County pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

**Communication:** The County shall not be responsible for any verbal communication between any employee of the County and any Respondent. Only written requirements and qualifications will be considered.

**Payment Terms:** Payment will be made in accordance with the contract negotiated.

**Disclosure:** There will be no disclosure of contents to competing Respondent's and all RFQ's.

**Contract Renewals:** The resulting contract may be renewed at the County's sole discretion.

#### **SUBMITTAL REQUIREMENTS**

- 1. Proposals shall not exceed twenty (20) pages in length.
- 2. Proposals shall contain the following:

#### INCLUDE ONLY INFORMATION REQUESTED BELOW:

• A letter of transmittal not exceeding one (1) page.

The location of the Firms offices that would provide the service.

#### • Qualifications for the Prime Consulting Firm

History and organization of the firm, legal entity that contract will be entered into, primary contact, contact information, location of the office that the work will be performed, and the name and title of the person that is authorized to enter into a contract agreement (must be an officer, partner or member of the firm). In response to this RFQ, the prime consultant shall be a registered professional.

#### • Representative List of Projects

List three (3) completed comparable projects within the last five (5) years for which your firm has provided the same or similar services requested. For each project, include the project name, location, direct client name and contact information, and a brief description of the scope of services performed.

3. All proposals submitted for County consideration must be clearly marked with the words "REQUEST FOR QUALIFICATIONS RFQ-FY25-02-Engineering Services", Attention: Gabriella Young, Purchasing Agent, and must contain the name of the company submitting the RFQ.

Questions regarding this RFQ must be received at the Purchasing Office no later than 2:00 p.m. on May 12, 2025.

#### **EVALUATION PROCEDURE**

Proposals will be reviewed by appropriate County staff. The County reserves the right to request additional information from proposers.

Award selection will be made to the firm(s) offering the response that best meets the needs of the County. Each proposal will be evaluated based upon the following factors:

Qualifications - 40%

Similar projects completed - 35%

Location - 10%

References - 15%

The County may select a firm(s) from this evaluation, or a short list of firms may be prepared. If shortlisted, interviews of these firms may be requested.

The County of Cooke reserves the sole right to evaluate the Qualifications Statements submitted; to waive any irregularities therein; or to reject any and all firms that submitted Qualification Statements, should it be deemed in the County's best interest.

This Request for Qualifications is not to be construed as a contract or a commitment of any kind.

All RFQ responses are required to be signed by an authorized representative of the responding entity. RFQ responses received unsigned will result in the submittal being declared unresponsive to specification and may not be further evaluated.

#### COUNTY OF COOKE CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing goods, materials and services for the County of Cooke shall, during the term of the contract with the County or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

- 1. Additional **Insured**: Name of the County, its officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance.
- 2. Cancellation, **Non-Renewal**, **Material Change**: Provide for at least thirty (30) days prior written notice to the County for cancellation, non-renewal, or material change of the insurance.
- 3. **Waiver of Subrogation**: Provide for a waiver of subrogation against the County for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

**Insurance Company Qualification**: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

<u>Certificate of insurance</u>: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's RFQ or response to proposal. If the contract is renewed or extended by the County, a certificate of insurance shall also be provided to the County prior to the date the contract is renewed or extended.

Type of Contract	Type of Insurance	Amount of Insurance
Professional Services (Services performed on	Commercial General Liability	\$1,000,000
County property)	Automobile Liability Combined single limit	\$1,000,000
	Workers' Compensation	Statutory
	Professional Liability (E&O, Malpractice)	\$1,000,000

## **RESPONSE FORM**

ompany:	Date:		
gnature:			
rinted Name:	ted Name:Title:		
ddress:			
ity, State & Zip:			
	Fax Number:		
mergency (after hours) Telephone Nun	nber & Contact Name:		
-mail address:			
	REFERENCES		
	n of three (3) verifiable business references in total (not ars for which the Responder has performed work.		
Contact Person: Telephone No.:			
Address:  Contact Person: Telephone No.:			
Contact Person: Telephone No.:			
ig ri d it e m -t e ae	dress:		

#### **CERTIFICATION**

The undersigned affirms they are duly authorized to execute the contract, that this RFQ has not been prepared in collusion with any other submitter, and that the contents of this RFQ have not been communicated to any other submitter prior to the official opening of this RFQ.

Signed By:		_ Title:		
Typed/Printed Name:				
Company Name		Date:		<del></del>
Mailing Address:				
Street/P. O. Box	City	State	Zip	
Telephone #:	Cell #:		_ Fax #:	
Email Address:				

Texas Legislature passed the House Bill 1295 that went into effect January 1, 2016. It requires contracts that are approved by the Commissioner's Court to have a notarized ethics statement submitted to the County. Here is the link to the website with the video explaining how to do this.

https://www.ethics.state.tx.us/whatsnew/elf\_info\_form1295.htm

Please submit your completed and notarized form with your RFQ packet.

## House Bill 89 VERIFICATION

l,			(Person name), the undersigned
repres	entative o	f (Company or Busir	ess name)
hereb	y depose a	(18) years of age, af	reafter referred to as company) being an adult over the er being duly sworn by the undersigned notary, do that the company named-above, under the provisions ode Chapter 2270::
	Will not b		ntly; and the term of the contract the above-named ual with Cooke County, Texas.
Pursuc	ant to Secti	ion 2270.001, Texas	Government Code:
2.	otherwise limit com business if for ordina "Compan corporati or any lim subsidiary	e taking any action to mercial relations spe in Israel or in an Israe ary business purpose by" means a for-profi ion, partnership, join nited liability compan	ing to deal with, terminating business activities with, or not at is intended to penalize, inflict economic harm on, or cifically with Israel, or with a person or entity doing eli-controlled territory, but does not include an action made is; and it is sole proprietorship, organization, association, it is venture, limited partnership, limited liability partnership, by, including a wholly owned subsidiary, majority-owned it affiliate of those entities or business associations that
DATE			SIGNATURE OF COMPANY REPRESENTATIVE
ON TH	IIS THE	day of	, 20, personally appeared, the above-named person, who after by me
being			irm that the above is true and correct.
NOTA	RY SEAL		

## COOKE COUNTY AUDITOR COOKE COUNTY COURTHOUSE 101 S. DIXON STREET GAINESVILLE, TEXAS 76240 PHONE: 940-668-5431 - FAX: 940-668-5442

#### **Request for Qualifications**

By order of the Commissioners' Court of Cooke County, Texas, the County Auditor will receive sealed RFQs until 2:00 P.M., Thursday, May 15, 2025, for Engineering Services. Funds for payment have been provided through the Cooke County budget approved by the Commissioners' Court for the fiscal year. Complete RFQ specifications are available at the Cooke County Auditor's Office or on Cooke County's website: <a href="https://www.co.cooke.tx.us">www.co.cooke.tx.us</a>. Sealed RFQs must be addressed to Cooke County Auditor's Office, 101 South Dixon St., Gainesville, Texas 76240. No electronic RFQ's will be accepted. Sealed RFQs must be in the office of the County Auditor on or before 2:00 p.m. on Thursday, May 15, 2025, in an envelope plainly marked "RFQ-FY25-02-Engineering Services". RFQ's will be opened in the Cooke County Commissioners Courtroom located at 101 South Dixon St., Gainesville, Texas, 76240, on Thursday, May 15, 2025 at 2:00 p.m. Cooke County reserves the right to reject any and all RFQ's.

ATTENTION: CLASSIFIEDS BILL TO: COOKE COUNTY Auditor's Office

NOTICE TO PUBLISHER: please publish in your issue on **Saturday, May 3, 2025 and Saturday, May 10, 2025.** A copy of this notice and the publisher's affidavit must accompany the invoice when presented for payment.

**NEWSPAPER:** Gainesville Daily Register

DATE: April 28, 2025