



SmithCounty

Emergency Services District 2

REQUEST FOR QUALIFICATIONS (RFQ)

NAME OF COMPANY SUBMITTING RESPONSE _____

361. SECTION I - GENERAL INFORMATION AND OFFER/ACCEPTANCE

The enclosed **Request for Qualifications** (RFQ) and accompanying specifications and forms are for your convenience in providing responses. Smith County ESD2 Support Services Department *is the sole point of contact* for Smith County ESD2 (the District) during this process. Any oral statement by any representative of the District, modifying or changing any conditions of this RFQ, is an expression of opinion only and confers no right upon the vendor. If additional information is needed to interpret the specifications, **written** questions will be accepted by:

Smith County Emergency Services District 2
Support Services Division
PO Box 780
Whitehouse, TX 75791

PHONE (903) 617-6578

Support.Services@smithcountyfire.org

Sealed responses will be received no later than: 10:00 A.M. June 1st, 2023

MARK ENVELOPE:

BID NO. 23-SS-13, ARCHITECTURAL SERVICES

RETURN RESPONSE TO:

SMITH COUNTY EMERGENCY SERVICES DISTRICT 2

SUPPORT SERVICES OFFICE

PO BOX 780

WHITEHOUSE, TEXAS 75791

Smith County ESD2 appreciates your time and effort in preparing a response. Please note that all responses must be received at the designated location by the deadline shown. Responses received after the deadline will not be considered for award, and shall be considered void. Opening is scheduled in Support Services Building at the Administration Offices at 14128 Highway 110 South, Whitehouse, Texas 75791 on June 1st at 10:00 a.m. You are invited to attend. Award will be made approximately two weeks after the opening date. The District reserves the right to award contracts on an individual item or lump sum basis, whichever is the best interest of the District. To obtain results please contact the Director of Support Services at the address above or phone (903) 617-6578.

Return all pages of the RFQ. Respondents shall sign and date pages with signature lines. Incomplete responses which are not signed and dated as stated may be rejected.

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REQUEST FOR QUALIFICATIONS: ARCHITECTURAL SERVICES



SmithCounty
Emergency Services District 2

REQUEST FOR QUALIFICATIONS (RFQ)

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Response". Be sure to include the name of the company submitting the response.



SEALED RESPONSE ● DO NOT OPEN

ARCHITECTURAL SERVICES

RFQ No. 23-SS-13

RFQ OPENING: June 1st 2023 @ 10:00 A.M.

For Information Contact:

**Larry Locke
(903) 617-6578 x 606**

Support.Services@smithcountyfire.org

Company

Name: _____

Contact

Name: _____

Telephone

Number: _____

REQUEST FOR QUALIFICATIONS: ARCHITECTURAL SERVICES

Responses must be addressed to:

OR

Delivered by hand to

Larry O. Locke
Director of Support
Services
PO Box 780
Whitehouse, TX 75791

Larry O. Locke
Director of Support
Services
14128 Highway 110 South
Whitehouse, TX 75791

Smith County Emergency Services District 2
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REQUEST FOR QUALIFICATIONS: ARCHITECTURAL SERVICES

Due June 1st, 2023 10:00 A.M.
(CST)

Smith County Emergency Services District 2 (referred to as the “District”, “SCESD2” and/or “Smith County ESD2”) is soliciting architectural qualifications from firms interested in providing architectural services for District wide construction projects. If your firm wishes to be considered, follow the instructions included in this solicitation.

Statements of Qualifications should include the required information found in the following pages, including a table of contents, tab divider pages, financial statement, sample deliverables and required forms.

Questions about this RFQ may be directed toward:

Smith County Emergency Services District 2
Attn: Larry O. Locke, Director of Support Services
PO BOX 780
Whitehouse, Texas 75791

All questions must be received by 5:00 P.M. (CST) on May 15th 2023. The district will respond to all relevant questions in one correspondence to all interested parties by 5:00 P.M., (CST) on May 22nd, 2023. Revisions or amendments, if any, will be made by issuing an addendum.

If you intend on submitting qualifications, **DO NOT** contact any other member of the district or Board in any form until a contract for this RFQ has been awarded, unless granted to do so by the district.

Mail or deliver one (1) original and two (2) hard copies **AND** one (1) electronic (PDF) copy of proposal on a USB flash drive of your firm’s qualifications to:

Smith County Emergency Services District 2
Attn: Larry O. Locke, Director of Support Services
14128 State Highway 110 South
Whitehouse, Texas 75791

Smith County Emergency Services District 2
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Qualifications must be clearly marked on the outside of the package with:

RFQ 23-SS-13

REQUEST FOR QUALIFICATIONS: ARCHITECTURAL SERVICES

Due 10:00 A.M. (CST) on June 1st, 2023

Firm Name

Any RFQ received later than the specified time, whether delivered in person or mailed, shall be disqualified. **Faxed and emailed responses will not be accepted.** Smith County ESD2 accepts no financial responsibility for any costs incurred by the Proposer/Vendor in the course of responding to this invitation. The Smith County Emergency Services District 2 Board reserves the right to accept or reject all or parts of the RFQ, to waive all formalities, and to accept the RFQ that best meets the needs of the district.

Smith County Emergency Services District 2 is a public entity subject to the provisions of the Texas Public Information Act (Tex. Govt. Code Ch. 552). Responses to this invitation may be subject to release as public information unless the response or specific parts of the responses are exempted from public disclosure under such Act. The firm must stamp in bold red letters the term "CONFIDENTIAL" or "PROPRIETARY" on every page of any part of a qualification that the firm claims is confidential or proprietary. All qualifications and parts of qualifications that are not marked as confidential or proprietary will be considered public information after the proposal is opened. The District assumes no liability or responsibility for release of any information not properly marked.

During the selection process, the District will rank all statement of professional qualifications submitted and select the most qualified firm for recommendation to the Board.

The District's intent is to select an architectural firm(s), based on individual firm qualifications for selected architectural services as indicated below:

1. Fire Station Design Experience of the Firm – 30 points (Max)
2. Firm Member's Qualifications & Experience – 30 points (Max)
 - a. Provide documentation of applicable degrees, licenses, designations and certificates to authorize your firm to provide the services outlined in this solicitation. Also, demonstrated expertise of the individual, or firm in scope and subject matter of similar services provided to public districts, municipalities, or other public sector clients.
3. Client References – 20 points (Max)
 - a. Quality and applicability of feedback received from a minimum of three (3) references provided.
 - b.
4. Previous Experience with the District – 10 points (Max)
5. Office Location – 10 points (Max)

REQUEST FOR QUALIFICATIONS: ARCHITECTURAL SERVICES

Once selected by the District, the selected firm(s) will be eligible to provide architectural services for the District. Selection to provide architectural services as a result of this RFQ does not guarantee or deny future architectural work with the District.

Each respondent should complete the attached questionnaire, which illustrates the firm's information, experience, financial information, available services, and references. Firms desiring to be considered for award are asked to provide all information requested.

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Scope of Service and Terms

Architectural Services:

At a minimum, the scope of work for will consist of the following:

1. Provide architectural consulting services for planning, conceptual design, design development, and preparation of final design plans, specifications, and construction documents, including all architectural and engineering design plans and technical specifications for all district-wide construction projects that may be required at any public safety campus, fire station or administrative and support service facilities.
2. Provide on-site project supervision, inspection and full contract administration services by a Licensed Architect (in the State of Texas), of all district-wide construction and general maintenance projects as required. Daily inspections and observations of project sites by a Licensed Architect will be required.
3. Conduct facilities feasibility and/or building commissioning studies and reports as required.
4. Provide full time contract administration by a Licensed Architect.
5. Provide construction supervision, observations and inspections by a Licensed Architect.
6. Develop facilities master plans studies and reports for public safety campuses, fire stations or administrative and support service facilities as required.
7. Provide per each individual project a list of all proposed technical consultant services as required for a complete turnkey project design development and final preparation of final design plans, technical specifications and construction documents. The District reserves the right to approve or reject the proposed consultants for each individual project and to request alternate consultants.

The statement of qualifications shall address in detail the following:

1. Firm name, address, phone number, and persons to contact regarding the statement of qualifications.
2. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services comparable to the proposed services listed above.
3. List of in-state references including the name, address and phone numbers of the person closely associated with the firm's prior project performance.
4. Firm should be registered in the State of Texas Board of Architecture.

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5. ALL representatives of firm providing on-site services on behalf of firm must be a licensed architect in the State of Texas.
6. Availability to commence services immediately after successfully negotiating a contract for services, and said services within the period specified after award of contract.
7. Brief summary report on your approach and factors you are to consider in accomplishing the project.

The following criteria will generally be used in evaluating consultants submitting proposals:

1. Capability to perform all or most of the services required for the referenced projects.
2. Recent experience in fire station construction and maintenance projects comparable to the proposed services listed above.
3. Professional background and caliber of key personnel.
4. Capability to meet schedules and deadlines.
5. Quality of projects previously undertaken.
6. Copies of insurance requirements must be submitted with statement.
7. List of references from Cities and Districts for previously completed construction projects.

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Firm Name:

ACKNOWLEDGEMENTS

Number of Addenda Acknowledged: ____

Number of Pages in Firm's Submittal: _____

Minimum Required Forms Included in Firm's Submittal: ____

- Completed – Acknowledgements
- Completed - Application Signature
- Completed - Required Information
- Completed – Deviation/Compliance Signature Form
- Completed – Proposer's Questionnaire
- Completed – Proposer/Vendor Certification Forms
- Completed – Non-Collusion Statement Completed
- Completed - Resident/Nonresident Certification
- Completed – Debarment or Suspension Certification
- Completed – Felony Conviction Notification
- Completed – HB 89 Verification
- Completed – SB 89 Verification
- Completed – District PO Requirements
- Completed - Original Certificate of Insurance
- Completed – W-9, Tax Payer Identification Number & Certification
(www.irs.gov)
- Completed – Conflict of Interest Questionnaire
(<https://www.ethics.state.tx.us/forms/CIQ.pdf>)
- Completed (as applicable) - [Online Completion with Ethics Commission – Form 1295](#)

REQUEST FOR QUALIFICATIONS: ARCHITECTURAL SERVICES

APPLICATION SIGNATURE:

Until a contract resulting from this process is executed, no employee, agent or representative of any professional services provider shall make available or discuss its proposal with the media in any form, electronic or printed, and elected or appointed official or officer of the District, or any employee, agent or other representative of the District, unless specifically allowed to do so by the district.

The information contained herein is true and accurate to the best of my knowledge. By signing below, the firm agrees to allow SMITH COUNTY ESD2 to check references given and that the information regarding the size and scope of each project is accurate. Further, the signature below certifies that this Qualification Statement has been completed with no consultation, collaboration or conversation with other firms competing on the same project.

NAME (Please print or type)

TITLE

DATE

SIGNATURE of PRINCIPAL-IN-CHARGE

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REQUIRED INFORMATION

GENERAL INFORMATION

Provide the following information about your firm:

Firm Name:

Address (Office closest to SMITH COUNTY ESD2):

Website:

Type of Organization (Sole Proprietorship, Partnership, Corporation, etc.):

Contact Person and Title:

Telephone:

E-mail Address:

Texas Registration Number (if applicable)

FIRM BACKGROUND

Provide the following information about your firm:

Year present firm established:

Name of parent company, if any:

List firm owner(s):

Former company name(s), if any, and year(s) established:

In the past five years (including time under former names/ownership structures), have there been or are there currently **any** judgments, claims, arbitration/mediation proceedings or suits against your firm or its officers? If yes, please attach details of each. Yes No

Firm must provide a financial statement for **each** of the past five years. A balance sheet **does not** meet this criterion.

Provide your firm's banking institution, contact person and phone number.

Professional Liability Insurance Information: *Attach documents/certificates*

Provide insurance agency name and contact information:

Describe limits per project, limits in aggregate and deductible:

Describe your firm's loss ratio:

Please list:

Number of employees in local firm (current)

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Total of employees in all locations (current)

List firm's current number of:

Registered Architects (must be registered in the State of Texas):

Licensed Engineers (must be licensed in the State of Texas):

Draftsmen (Do not include licensed architects or engineers):

Construction Observers:

Administrative Assistants:

All Others:

Provide a resume for each, including his/her educational background and relevant project experience.

Who would be your firm's Principal-in-Charge assigned to SMITH COUNTY ESD2?

Who would be your firm's day-to-day representative (Project Manager/Architect) assigned to SMITH COUNTY ESD2?

Persons to contact regarding the statement of qualifications.

REQUEST FOR QUALIFICATIONS: ARCHITECTURAL SERVICES

PROFESSIONAL SERVICES PROVIDED BY FIRM

Please check all services your firm provides in-house and list any others not listed here.

- Planning Architectural Design Construction Documents
- Civil Engineering MEP Engineering Technology Design
- Security Design Structural Engineering Construction Administration
- Public Safety Specifications Technical Specifications Cost Estimating

Who would your firm propose as a consultant firm for the following areas, and how long have you worked with this consultant? For each consultant selected, type your firm's year(s) of experience with the select consultant firm(s):

- Structural Engineering MEP: _____
- Engineering: _____
- Civil Engineering/Landscaping: _____
- Technology Design: _____
- Security Design: _____
- Kitchen: _____
- Roof: _____
- Acoustical: _____

Describe your current workload:

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Check the services your firm provides as basic services or available for an additional fee.

- Americans with Disabilities Act audit/review ADA Facility Plans
- Acoustical evaluation
- Energy audits
- Environmental/hazardous materials inspections Life safety system
- Communication systems design
- Site planning/site selections Landscape design
- Interior design
- Technology infrastructure design
- District-wide facilities condition assessment
- Feasibility studies
- Other (if other, describe below)

CAD/BIM CAPABILITIES

What software will be used by your firm to produce the construction documents?

At the conclusion of the project, would your firm transmit to the district drawings, specifications, CAD/BIM software, etc., for the district's use?

Would your firm grant to the district the license to reproduce any and all documents, including drawings, specifications, CAD/BIM software, etc., for the purposes of future maintenance of the building, future alterations to the building, or future additions to the building by another architect, assuming the architect for the addition/renovations would be liable for the addition/renovations?

Yes No

SPECIFIC FIRM INFORMATION *attach additional pages as needed

What experience does your firm have working within a 50-mile radius of SMITH COUNTY ESD2 in the last five years? And, state specifically the number of public safety projects completed or in progress in this region.

Discuss your firm's design philosophy.

Discuss your firm's construction administration services and procedures.

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Discuss your firm’s project scheduling and cost estimating processes. SAMPLE DELIVERABLES REQUESTED:
Provide a sample cost estimate prepared during the design phase of a project and a sample of a final cost estimate for the same project. (The identity of the project may be concealed. The intent is to see the nature and format of the cost information provided. Project shall be for a similar project of scope and complexity.) Also, provide a sample schedule for a similar project in scope and complexity.

Describe your firm’s security design services.

Describe your firm’s technology design services.

Describe your firm’s planning/public relations services.

Describe your firm’s warranty phase services and procedures.

PROJECT EXPERIENCE

Please list the total number of public safety projects your firm has completed in Texas in the last five years. What percentage of your total volume of work does this represent?

What percentage of your work for the past 10 years has been for repeat clients? List the top five and provide contact information.

Please provide the following information, in table format, for the last five projects your firm has completed (omit no projects).

Project Name	District	Bid Date	No. of Students	Project Size (sf)	Final Construction Cost
Project 1					
Project 2					
Project 3					
Project 4					
Project 5					

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On a separate sheet, please list **five** completed public safety projects that would be representative of your firm's work and services provided within the last five years. For each project reference, please provide the following details:

- City, County or District
- Contact Person, Title and Phone Number
- Project Name
- Square Footage
- Exterior Construction Type (i.e., solid masonry, steel studs, tilt wall, ICF, etc.)
- Interior Finishes (i.e., metal studs/gypsum board, masonry, etc.)
- HVAC System
- Roofing System
- Bid Date
- Construction Duration (in months)
- Original Contract Sum
- Final Contract Sum
- Delivery Method
- Contractor, Reference and Phone Number

CURRENT CLIENTS

On a separate page, please list **three** of your current public safety clients whose projects reflect the largest scope of your present workload. For each client, please provide:

- City, County or District
- Contact Person, Title and Phone Number
- Contract amount of total scope of work
- Number of projects
- List of projects
- Design start date
- Estimated construction completion

END OF QUESTIONNAIRE

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General Terms, Conditions and Specifications

1. **INDEPENDENT PROPOSER** - Proposer shall operate hereunder as an independent Proposer and not as an officer, agent, servant or employee of the Smith County ESD2. Proposer shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, Proposers, subcontractors and consultants.
2. **ASSIGNMENT** - The Proposer shall not sell, assign, transfer or convey any interest in this contract in whole or in part without the prior written consent of the Smith County ESD2. No assignment, transfer or conveyance under this contract will be effective without the prior written consent of the District.
3. **MODIFICATIONS** - This contract can be modified only by written agreement of the parties.
4. **GRATUITIES** - The District may, by written notice to the Proposer, cancel this RFQ without liability to Proposer if it is determined by the District that gratuities, in the form of entertainment, compensation, gifts, or otherwise, were offered or given by the Proposer, or any agent or representative of the Proposer, to any Board Member, officer, or employee of the Smith County ESD2 with a view toward securing a RFQ or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such an agreement.
5. **JURESDICTION** - The Purchase Order(s) resulting from this RFQ shall be enforceable in Smith County, Texas, and if legal action is necessary by either party with respect to the enforcement of any and all of its terms and conditions, exclusive venue for same shall lie in Smith County, Texas.
6. **COMPLIANCE WITH LAWS** – Proposer/Vendor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, including, if applicable, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations. For the entire duration of this contract, Proposer/Vendor shall maintain all required licenses, certifications, permits and any other documentation necessary to perform this Agreement. When required or requested by Smith County ESD2, Proposer/Vendor shall furnish proof of Proposer/Vendor's compliance with this provision.
7. **EQUAL OPPORTUNITY** – It is the policy of Smith County ESD2 not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Proposer/Vendor agrees not to discriminate against any employee or applicant for employment to be employed in performance of this Agreement, with respect to hire, tenure, terms, conditions and privileges of employment, or matter directly or indirectly related to employment, because of age (except where based on bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Proposer/Vendor further agrees that every subcontractor entered into for the performance of this Agreement shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the agreement.
8. **SAFETY** – Proposer/Vendors, its subcontractors, and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules and regulations in the performance of services under this Agreement, including without limitation, those promulgated by Smith County ESD2 and by the Occupational Safety and Health Administration (OSHA). All items must meet all applicable OSHA standards and regulations and all electrical items must bear

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appropriate listing from UL, FMRC or NEMA. In case of conflict, the most stringent safety requirements shall govern. Proposer/Vendor shall comply with all other safety guidelines and standards as required by Smith County ESD2. Proposer/Vendor shall indemnify and hold Smith County ESD2, harmless from all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of Proposer/Vendor's obligations under this provision.

9. **REMEDIES** - No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this contract may be waived without consent of the parties. Forbearance or indulgence by any party shall not constitute a waiver of any covenant or condition to be performed pursuant to this contract.
10. **NON-APPROPRIATION CLAUSE** – In accordance with Texas Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts, the proposer recognizes that the continuation of any contract after the close of any given fiscal year of the District, which the District's fiscal year ends on September 30 of each year, shall be subject to budget approval. Should funding not be approved by the Board for any given budget year during the contract term, the contract will terminate and become null and void.
11. **TITLE AND RISK OF LOSS** - The title and risk of loss of goods shall not pass to the Smith County ESD2 until the District actually receives and takes possession of the goods at the point(s) of delivery, after inspection and acceptance of goods.
12. **FORCE MAJEURE** - Neither Proposer nor the District shall be responsible or deemed to be in default of its obligations to the other to the extent any failure to perform or delay in performing its obligations under this RFQ is caused by events or conditions beyond the reasonable control of that party and are not due to the negligence or willful misconduct of such party (hereinafter, "Force Majeure events"). For purposes of this RFQ, Force Majeure events shall include, but not be limited to, acts of God or public enemy, war, riot or civil commotion, strikes, epidemic, fire, earthquake, tornado, hurricane, flood, explosion, or other catastrophes, or events or conditions due to governmental law, regulations, ordinances, order of a court of competent jurisdiction, executive decree or order. However, in the event of such delay(s) or nonperformance, the party so delayed shall furnish prompt written notice to the other party (including the date of inception of the Force Majeure event and the extent to which it will affect performance) and shall undertake all efforts reasonably possible to cure the delay or nonperformance and mitigate its effects or to otherwise perform. The District shall not be responsible for payment for any product or service delayed or foreclosed by any Force Majeure event unless and until such delayed or foreclosed product or service is provided. The provisions of this section shall not preclude the District from canceling or terminating any resulting award (or any order for any goods or services included herein), or from revising the scope of the Work, as otherwise permitted under this RFQ.
13. **RIGHT TO AUDIT** - Proposer agrees that the SCESD2 shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers and records of the Proposer involving transactions relating to this Contract. Proposer agrees that the District shall have access, during normal working hours, to all necessary Proposer facilities, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this section. The SCESD2 shall give Proposer reasonable advance notice of intended audits.

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14. **PRODUCT GUARANTEE** - Proposer guarantees equipment or product offered will meet or exceed specifications identified in this proposal invitation. The proposer shall, upon request, replace any equipment or product proved to be defective and make any and all adjustments necessary without any expense to the District. If at any time, the equipment or product cannot satisfactorily meet the requirements of the specifications, the proposer shall, upon written request from the District, promptly remove such equipment or product without any further expense to the District.
15. **BOYCOTT OF ISRAEL** – As required by Chapter 2270 of the Texas Government Code, effective September 1, 2017, Proposer verifies by its signature on the House Bill 89 Verification form on this RFQ that it does not boycott Israel and will not boycott Israel during the terms of this agreement or any contract pursuant from this RFQ.
16. **FOREIGN TERRORIST ORGANIZATION** – Proposer verifies by its signature on the SB 252 Chapter 2252 Certification page on this RFQ that it is not a foreign terrorist organization identified on the lists prepared and maintained by the Texas Comptroller of Public Accounts. If proposer has misrepresented its inclusion in the Comptroller’s list, such omission or misrepresentation voids this Agreement and any contract pursuant from this RFQ.
17. **COPYRIGHT** – All contracts paid from State or Federal grants administered by a State or Federal agency must retain copyright for the State and Federal government (if a Federally funded contract) unless otherwise negotiated in writing with the State or Federal agency pursuant to the provisions in 2 CFR 200.315, title to intangible property vests the Smith County ESD2, as long as such property is used for authorized purposes. However, the State and Federal awarding agency reserve a royalty-free, non- exclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so. The Proposer/Vendor agrees to protect Smith County ESD2, from any claim involving infringement of patents or copyrights.
18. **SILENCE OF SPECIFICATION** - The apparent silence of these specifications 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 these specifications shall be made on the basis of this statement.
19. **INDEMNIFICATION** – Proposer does hereby agree to waive all claims, release, indemnify and both hold harmless the District, its officials, agents and employees, in both their public and private capacities, from and against any and all liability, claims, losses, damages, suits, demands or causes of action, including all expenses of litigation and/or settlement, court costs and attorney fees, which may arise by reason of death or injury to persons or loss of, damage to, or loss of use of any property occasioned by any error, omission, or negligent act of the Proposer, its officers, agents, employees, subcontractors, invitees, or other persons for whom the Proposer is legally liable, arising out of or in connection with the performance of this contract, and Proposer will at its own cost and expense defend and protect the District against any and all such claims and demands.
20. **NON-DISCRIMINATION** - Proposer shall not discriminate against any employee or applicant for employment of Proposer or of the District because of race, age, color, religion, sex, national origin, ancestry, disability, or place of birth. Proposer shall act to ensure that all persons are employed and/or treated without regard to their race, age, color, religion, sex, national origin, ancestry, disability, or place of birth. This action shall include, but not be limited to the following: employment, promotion, demotion, transfer, working conditions, recruitment, layoff, termination, rates of pay or other forms of compensation, and training opportunities.

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21. **DISABILITY** - In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), Proposer warrants that it, and any and all of its subcontractors, will not unlawfully discriminate on the basis of disability in the provision of services to the general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Proposer or any of its subcontractors. **Proposer warrants it will fully comply with ADA's provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold the District harmless against any claims or allegations asserted by third parties or subcontractors against the District arising out of Proposer's and/or its subcontractor's alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this contract.**
22. **DRUG POLICY** - All SCESD2 property and facilities are a "drug-free zone." No one may use, consume, carry, transport, or exchange tobacco, cigarettes or illegal drugs while in a District building or while on District property. The responding company and its employees shall adhere to this policy.
23. **TERMINATION FOR DEFAULT** - SCESD2 reserves the right to terminate the contract without prior notice in the event the Proposer defaults or breaches any of the terms and conditions of this contract, or otherwise fails to perform in accordance with the proposal specifications. In the event of termination, the District reserves the right to complete the work or services in any manner it deems desirable, including engaging the services of other parties therefore and/or awarding the proposal to the next lowest responsible proposer. Any such act by the District shall not be deemed a waiver of any other right or remedy. If after exercising any such remedy, the cost to the District of the performance of the balance of the work or services is in excess of that part of the contract sum, which has not therefore been paid to the Proposer hereunder, Proposer shall be liable for and shall reimburse the District for such excess. Proposers shall, for this purpose, keep their proposals open and prices fixed for a period of 90 days following the award of this proposal.
24. **SALES TAX EXEMPTION** - The DISTRICT qualifies for exemption of the Texas limited sales, exercise and use tax; sales tax will not be changed on these purchases.
25. **TERMINATION WITHOUT CAUSE** - SCESD2 shall have the right to terminate the contract, in whole or in part, without cause any time upon thirty (30) days prior written notice. Upon receipt of a notice of termination, the Proposer shall promptly cease placing orders and all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. SCESD2 shall pay the Proposer, to the extent funds are appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
26. **NO THIRD-PARTY BENEFICIARY** – For purposes of this contract, including its intended operation and effect, the parties to this contract specifically agree and contract that: (1) the agreement only affects matters/disputes between the parties to this contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may be in a contractual relationship with District or Proposer or both; and (2) the terms of this contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either District or Proposer.
27. **ENTIRE AGREEMENT** – This contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties relating

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to matters herein and, except as otherwise provided herein, cannot be modified without written agreement of the parties.

28. **INSURANCE REQUIREMENTS \$1,000,000.00**

29. Prior to performing Architect's services, the Architect will be required to procure and maintain, with a company or companies authorized to do business in the State of Texas by the Texas Department of Insurance and satisfactory to the District, such insurance that will protect the Architect and the District from claims as set forth below, which may arise out of, or result from, the operations under the contract. The architect shall furnish to the District's Project Representative, copies of Certificates of Insurance before work is commenced. The costs and premiums for such insurance will be at the expense of the architect. The architect may be asked to provide the following insurance coverage in the following amounts and subject to the following provisions:

1. Commercial General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):

(a) General Aggregate	\$2,000,000
(b) Products Comp/Ops. Aggregate	\$1,000,000
(c) Personal & Adv. Injury	\$1,000,000
(d) Each Occurrence	\$1,000,000
(e) Per Project Aggregate	\$2,000,000

2. Workers Compensation Coverage & Employers Liability:

(a) Each Accident	\$1,000,000
(b) Disease-Policy Limit	\$1,000,000
(c) Disease-Each Employee	\$1,000,000

3. Automobile Liability:

(a) Owned/Non-owned and Hired	\$1,000,000
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4. Excess/Umbrella

Liability: (a)	\$1,000,000
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5. Architects/Engineers

Professional: (a)	\$1,000,000 ea. occurrence \$2,000,000 aggregate
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6. All such policies of insurance shall contain a provision that they shall not be cancelled or altered nor the amount of coverage reduced until at least thirty (30) days after notice of such cancellation, alteration, or reduction has been delivered to the District.

7. An "Original Certificate of Insurance" will demonstrate compliance with the insurance requirements and must be included with the proposal.

8. Smith County ESD2 must be named as an additional insured.

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30. **Assignment**

Any assignment by Firm of this contract or any part thereof without written consent of Smith County ESD2 shall be void.

By my signature below, I warrant that I am authorized to sign on behalf of my organization, and that I have read, understand, and agree with all the terms of this Request for Qualifications.

NAME (Please print or type)

TITLE

DATE

SIGNATURE of PRINCIPAL-IN-CHARGE

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DEVIATION/COMPLIANCE SIGNATURE FORM

Company Name:

Address:

City/State/Zip:

Phone Number:

Fax #:

Email:

If the undersigned Proposer intends to deviate from the Item(s) Specifications listed in this procurement document, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. Smith County ESD2 will consider any deviations in its award decisions, and the District reserves the right to accept or reject any proposal based upon any deviations indicated below in any attachments or inclusions.

In the absence of any deviation entry on this form, the Proposer assures the District of his/her full compliance with the Terms and Conditions, Item Specifications, and all other information contained in this solicitation.

No Deviation

Yes Deviations

<hr/>
<i>Signature of Proposer</i> <i>Date Signed</i>

If yes is checked, please list below. Attach additional sheet(s) if needed.

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Scope of Service and Terms

Smith County Emergency Services District 2 is soliciting qualification statements from qualified firms to provide ongoing Architectural Services for construction documents related to the, Renovation of District facilities, Demolition of old facilities, building of fire stations, and other projects as needed for the term of this contract.

Architectural Services:

At a minimum, the scope of work for will consist of the following:

1. Provide architectural consulting services for planning, conceptual design, design development, and preparation of final design plans, specifications, and construction documents, including all architectural and engineering design plans and technical specifications for all district-wide construction projects that may be required at any campus, facility or administrative and support service facilities.
2. Provide on-site project supervision, inspection and full contract administration services by a Licensed Architect (in the State of Texas), of all district-wide construction and general maintenance projects as required. Daily inspections and observations of project sites by a Licensed Architect will be required.
3. Conduct facilities feasibility and/or building commissioning studies and reports, as required.
4. Provide full time contract administration by a Licensed Architect or Engineer, as required.
5. Develop facilities master plans studies and reports for campuses, facilities or administrative and support service facilities, as required.
6. Provide per each individual project a list of all proposed technical consultant services as required for a complete turnkey project design development and final preparation of final design plans, technical specifications and construction documents. The District reserves the right to approve or reject the proposed consultants for each individual project and to request alternate consultants.

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NON-COLLUSION STATEMENT

“The undersigned affirms that he/she is duly authorized to execute this proposal, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.”

Firm Name:

Address, City, State, Zip:

Telephone #:

Fax #:

Date Signed:

Proposer Signature:

Printed Name:

Position/Title:

Signature of Company Official Authorizing RFQ: _____

Date Signed:

Name of Company Official: *(Please type/print)*

Official Position:

Firm hereby assigns to SCESD2 any and all claims for overcharges associated with this proposal which arise under the antitrust laws of the United States, 15 USCA Section 1 and which arise under the antitrust laws of the State of Texas, Business and Commerce Code, Section 15.01.

RESIDENT/NONRESIDENT CERTIFICATION

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Texas Government Code Chapter 2252 relates to proposals by nonresident contractors. The pertinent portions of the Act are as follows:

Section 2252.001(3)

“Nonresident proposer” means a proposer who is not a resident (of the State of Texas).

Section 2252.001(4)

“Resident proposer” means a proposer whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section 2252.002

A governmental entity may not award a governmental contract to a nonresident proposer unless the nonresident underproposals the lowest proposal submitted by a responsible resident proposer by an amount that is not less than the amount by which a resident proposer would be required to underproposal the nonresident proposer to obtain a comparable contract in the state in which the nonresident’s principal place of business is located.

I certify that _____ is a

Resident Proposer of Texas as defined in Texas Government Code Section 2252.001(4).

Signature: _____

Printed Name: _____

I certify that _____ is a

Nonresident Proposer of Texas as defined in Texas Government Code Section 2252.001(3) and our principal place of business is:

City and State: _____

Signature: _____

Printed Name: _____

If the Proposer is a Nonresident Proposer of Texas, please answer the following:

Does the Proposer/Vendor’s ultimate parent company or majority owner employ at least 500 persons in Texas?
Yes _____ No _____

House Bill 89 VERIFICATION

I, _____, the undersigned representative of
_____ Company or Business name (hereafter referred to as company)
being an adult over the age of eighteen (18) years of age, verify that the company named-above,
under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of any contract with SCESD2.

Pursuant to Section 2270.001, Texas Government Code:

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

Signature of Company Official: _____ **Date** _____ **Conflict of Interest Questionnaire Notice to Proposer/Vendors**

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Texas Local Government Code, Chapter 176

Proposer is required to file a Conflict of Interest Questionnaire with SCESD2 if a relationship exists between the Proposer's company and a local government officer of SCESD2, and as required under Texas Local Government Code, Chapter 176. Proposer is encouraged to review and become familiar with all disclosure requirements of Chapter 176.

How to fill out the Conflict of Interest Questionnaire (each number corresponds with the number on Form CIQ).

1. Name of the person or company doing business with the District.
2. Check the box if you are filing an update to a previously filed questionnaire.
3. Name of the District employee or board member with whom you have a relationship. If there is no relationship, state "NONE."
4. Answer questions 4(A) and 4(B) with "YES" or "NO" as applicable.
5. As applicable, describe each relationship your company has with the District employee or board member.
6. Check the box if your company has given a District employee or board member one or more gifts per the codes stated on the questionnaire.
7. Signature of company official or person doing business with the District and date.

Local Government Officers of the Smith County Emergency Services District 2 include the following:

SCESD2 Board of Commissioners:

Mr. Bradly Edwards
Mr. Brent Dominy
Mr. Charles Wilson
Mr. Johnny D. Brown
Mr. Scotty W. Thornton

Executive Director:

Mr. Erik J. Edstrom

Director of Support Services:

Mr. Larry O. Locke

CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

REQUIRED UNLESS EXCEPTION APPLIES

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies ([with a few exceptions](#)) only to a contract between a business entity and a governmental entity or state agency that either (1) **requires an action or vote by the governing body of the entity or agency before the contract may be signed** or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

A business entity must use the Form 1295 filing application the Commission created to enter the required information on Form 1295 and print a copy of the completed form. Once entered into the filing application, the completed form will include a unique certification number, called a “certification of filing.”

An authorized agent of the business entity must sign the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct.

The completed, printed, and signed Form 1295 bearing the unique certification of filing number must be filed with the governmental body or state agency with which the business entity is entering into the contract.

Complete instructions and important information can be located from the following link:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm