

San Jacinto County Emergency Services District
REQUEST FOR QUALIFICATIONS
Architect for Development of new Emergency Services Station

San Jacinto County Emergency Services District ("SJC ESD" or the "District") seeks Statements of Qualifications from highly qualified, Texas-licensed, and experienced architectural firms or individuals to serve as the District's architect for the development of a new Fire and Emergency Medical Services Station in Shepherd, Texas.

SJC ESD appreciates the time and effort required to prepare a Statement of Qualifications. All submissions must be enclosed in a sealed envelope or container labeled: **STATEMENT OF QUALIFICATIONS - ARCHITECT - SJC ESD SHEPHERD STATION**. Submissions **must be received NO LATER THAN 1:00 P.M. (Central Time) on September 17, 2026.** A District representative will open the Submissions on September 17, 2026 at 1:30 PM. Submissions are to be mailed or delivered to:

San Jacinto County Emergency Services District

Mailing Address:
Attn: Denise Terry
101 FM 1514
Coldspring, TX 77331

Common Carrier/Delivery Address
Attn: Denise Terry
101 FM 1514
Coldspring, TX 77331

The full RFQ packet and any addenda will be posted at <https://www.sjcesd.org/>

GENERAL SPECIFICATIONS

Please read the requirements and specifications thoroughly and ensure that the Statement of Qualifications complies with each requirement. Any requested exception must be identified clearly and separately on a point-by-point basis. If no exception is stated, the successful Architect will be expected to perform the services as specified, subject to the final negotiated professional services agreement.

(1) INTRODUCTION AND BACKGROUND

San Jacinto County Emergency Services District (“District” or “SJC ESD”) is a political subdivision of the State of Texas organized under Chapter 775 of the Texas Health and Safety Code. The District provides fire protection, fire prevention, emergency rescue, emergency medical services and emergency ambulance services within almost the entirety of San Jacinto County.

The District intends to build a new emergency services station in the area of Shepherd, Texas. The District has not yet selected the construction delivery method it intends to use to build the new facility. The selected Architect will assist the District in selecting a delivery method allowed under Texas Government Code chapter 2269. The selected Architect will also assist in evaluating site selection and planning for the new station.

Early planning has considered a cost-effective fire and EMS station with three or four apparatus bays, crew living and operational areas, and the ability to accommodate future apparatus-bay and training-area expansion. These concepts have not been adopted as design criteria. Any preliminary drawings, renderings, or layouts previously prepared for discussion were provided only as planning aids, are not part of this solicitation, may not be relied upon for design or pricing, and may not be incorporated into a later design-builder solicitation unless independently evaluated and lawfully adopted through the design criteria package.

The initial role of the selected Architect (“Phase 1”) will be to assist the District Board in developing the project program, scope, total project budget, construction budget, phasing, and milestone schedule which remain subject to confirmation by the District Board of Commissioners. Architects should demonstrate the ability to guide those decisions promptly.

If, after due consultation with the selected Architect, the District decides to build the station using one of the delivery methods which involve the design of the facility and construction oversight by the engaged Architect (such as the Competitive Sealed Proposal method or Construction Manager at Risk method) as opposed to the Design-Build method, then the selected Architect would be engaged for Phase 2 which would include full design and construction oversight duties traditionally undertaken by Architects.

(2) SUBMITTAL

Statements of Qualifications must be submitted in sealed envelopes or containers as stated on Page 1. Six (6) complete hard copies and one (1) electronic copy on a USB flash drive are required. Neither the hard copies nor the USB drive will be returned. Facsimile and email submissions will not be accepted. Late submissions will not be considered, although they may be retained for records-management purposes.

DO NOT INCLUDE PROFESSIONAL FEES, HOURLY RATES, MULTIPLIERS, REIMBURSABLE MARKUPS, OR OTHER PRICE INFORMATION IN THE STATEMENT OF QUALIFICATIONS. The District will rank Architects based on demonstrated competence and qualifications and will negotiate a fair and reasonable price with the highest-ranked Architect in accordance with Texas Government Code Section 2254.004.

The narrative portion of the Statement of Qualifications should not exceed twenty-five (25) single-sided pages. The cover, table of contents, divider pages, one-page resumes, required forms, insurance documentation, and any requested certifications do not count toward the page limit. Text should be no

smaller than 11-point font on 8-1/2 by 11-inch pages. Oversized schedules or organizational charts may be submitted on 11 by 17-inch sheets folded to 8-1/2 by 11 inches.

(3) RIGHT TO REJECT/AWARD

SJC ESD reserves the right to reject any or all Statements of Qualifications, cancel or amend this solicitation, request clarification, waive informalities or technicalities that do not affect fairness, verify any information submitted, conduct interviews, and make an award determined to be in the District's best interest and consistent with applicable law. Issuance of this RFQ does not obligate the District to award a contract or reimburse any expense.

(4) LIST OF EXCEPTIONS

Architects must attach a specific list of all requested exceptions to this RFQ, the anticipated scope, insurance requirements, and proposed contractual requirements. Silence will be treated as acceptance of the stated requirements, subject to negotiation of the final agreement. An exception that would impair statutory independence, professional licensing, or qualifications-based selection may render a submission nonresponsive.

(5) COMMUNICATIONS/INTERPRETATIONS

All Architect communications, including questions, requests for interpretation, and requests for clarification regarding this RFQ, must be directed only in writing by email to:

SJC ESD Legal Counsel John Peeler
PEELER@COVELER.COM

Questions must be received no later than 2:00 p.m. Central Time on September 14, 2026. Architects may not contact District commissioners, District staff, fire department personnel, consultants, or potential evaluation committee members regarding this procurement except through the contact identified above. Unauthorized contact or an attempt to influence the selection outside the stated process may result in disqualification.

(6) PUBLIC AND CONFIDENTIAL INFORMATION

Information submitted to the District may constitute public information under the Texas Public Information Act, Texas Government Code Chapter 552. An Architect claiming that specific information is confidential must clearly identify the precise material and the legal basis for the claim. Merely labeling an entire submission confidential, proprietary, or trade secret does not make it confidential under Texas law. The District cannot guarantee nondisclosure and will follow applicable Public Information Act procedures, including notice to affected third parties when required. Architects should not submit unnecessary sensitive personal, financial, security, or proprietary information.

(7) CONFLICT OF INTEREST

Chapter 176 of the Texas Local Government Code requires certain vendors and persons considering doing business with a local governmental entity to disclose specified affiliations and business relationships on Form CIQ, Conflict of Interest Questionnaire. The current form is available at <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>. A completed form must be included when required by law.

In addition, each Architect must disclose: (a) any current or prior services relating to this project or site; (b) any communications, teaming discussions, business relationships, referral arrangements, or financial interests involving a potential design-build firm or team member; (c) any prior services for the District, any of its contracted emergency services providers, or a District commissioner that could create an actual or apparent conflict; and (d) any circumstance that could impair the Architect's independent professional judgment.

IF YOU HAVE QUESTIONS ABOUT COMPLIANCE, CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE RESPONSIBILITY OF EACH PERSON OR ENTITY SUBJECT TO A FILING OR DISCLOSURE REQUIREMENT.

(8) FORM 1295 - CERTIFICATE OF INTERESTED PARTIES

The successful Architect must complete and submit Form 1295, Certificate of Interested Parties, before execution of a contract when required by Texas Government Code Section 2252.908 and Texas Ethics Commission rules. Information and electronic filing instructions are available at <https://www.ethics.state.tx.us/filinginfo/1295/>.

(9) ADDENDA AND MODIFICATIONS

Changes, additions, or clarifications to this RFQ will be made only by written addendum posted and available online at <https://sjcesd.org/>. Any Architect in doubt as to the true meaning of any part of the RFQ may request an interpretation or clarification from District Legal Counsel. Such requests should be sent in writing to PEELER@COVELER.COM. At the request of the Architect or should Legal Counsel deem the interpretation/clarification to be substantial, the interpretation/clarification will be made by written addendum. Said Addendum shall be posted on the SJC ESD website. All addenda shall be considered official changes to the original documents. Architects are responsible for monitoring the website, obtaining all addenda, acknowledging each addendum, and incorporating each addendum into the submission. An oral explanation or instruction is not binding. Furthermore, Architects are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Proposal Submittal. Architect(s) signature on Addenda shall be interpreted as the Architect's "recognition of and compliance with" official changes as outlined by SJC ESD and as such are made part of the original solicitation documents. Failure of any Architect to receive any such addendum or interpretation shall not relieve such Architect from its terms and requirements. SJC ESD may issue a written addendum no later than five calendar days prior to the date bids must be received.

(10) PROPOSAL EVALUATION AND QUALIFICATIONS-BASED SELECTION

An evaluation committee will evaluate and score responsive Statements of Qualifications using the published criteria, weights, and scoring methodology in this RFQ. The committee may verify licenses, references, claims history, project information, availability, independence, and other representations. The committee will recommend a qualifications ranking to the Board of Commissioners, and any selection or contract is subject to Board approval. If negotiations are unsuccessful, the District will formally end negotiations and proceed to the next most highly qualified Architect as required by Texas Government Code Section 2254.004.

(11) RFQ PREPARATION COSTS

SJC ESD will not be liable for costs incurred by an Architect in preparing, delivering, presenting, clarifying, or negotiating a submission, or for services performed before the Board approves and the parties execute a written contract.

SCOPE OF WORK

The selected Architect will serve as the District's Architect for the Shepherd Station project in a potentially two-phase engagement.

Phase 1 includes assisting the District in site selection, site planning, feasibility, overall scope, initial budget estimating and selecting the construction delivery method that provides the best fit for the District's needs. If the District selects the Competitive Sealed Proposal method or Construction Manager at Risk method for the construction, then the Architect would be engaged for Phase 2 to include all traditional design needs for the project and assisting the District with construction phase oversight in a traditional "design, bid, build" scenario.

If the District selects the Design-Build method of construction delivery, then the selected Architect and District will consult to determine if the selected Architect would be suitable to move into the role of Independent Representative as required by Government Code section 2269.305 as Phase 2 of the engagement. Phase 2 will require negotiation of the Architects duties and fee structure depending on which delivery method is selected. These negotiations may take place with the negotiation of Phase 1 engagement, though the District and Architect acknowledge that at the onset of Phase 1, the decision on Phase 2 will not yet be determined.

The final scope will be negotiated after selection. Architects should address each service category below and identify any service that would be performed by a subconsultant, procured separately by the District, or treated as an additional service. The selected Architect is not the design-builder's architect or engineer of record and does not assume the design-builder's responsibility for design, sealed documents, code compliance, construction means and methods, site safety, or performance of the work.

(1) Initial Project Development

- a) Assess current programs/services provided and projected operations and facility needs with the Board, designated commissioners or staff, fire department stakeholders, District counsel, and other authorized participants.
- b) Assist the Board in site selection and site feasibility review (including access to adequate utilities, restrictive encumbrances, etc.).

(2) Concept Design

- a) Develop conceptual design options for the facilities with staff and commissioner involvement.
- b) General description of the strengths and weaknesses of the developed concepts.
- c) Refine preferred concept scheme if necessary.
- d) Concept designs shall include the following:
 - 1) Strategic vision for facility expansion, renovation and/or replacement
 - 2) Site plan
 - 3) Floor plan
 - 4) Exterior character of building(s)
 - 5) Current facility condition
- e) Assist the Board in evaluating the best value construction delivery method.
- f) Assist District staff and counsel with the technical portions of the RFQ/RFP process for the selection of the builder, including project description, minimum qualifications, submission requirements, technical criteria, weighted values, scoring methodology, interview topics, design requirements, and scope-compliance standards.
- g) Assist the District in evaluating proposals from construction companies to select the builder.
- h) Assist District Board to prepare a scope-compliance matrix that will remain the baseline for design review, pricing, construction, commissioning, acceptance, and closeout.

(5) Administration. Depending on the delivery method selected, the Architect will assist the District in overseeing either a traditional “design, bid, build” construction project carried out by a builder or construction manager at risk or by acting as the Independent Representative for the District in a design-build scenario. This would include the following.

- a) Maintain organized project records in a District-approved electronic repository using consistent naming, version control, and access protocols. Deliver native and searchable formats and ensure that the District has continuous access to its records and Comply with District records-retention requirements.

- b) Coordinate with the Board, designated commissioners or committee members, District staff, fire department representatives, District counsel, and other authorized consultants; maintain clear project reporting and records; and promptly identify matters requiring District direction or Board action.
- c) In a design-build scenario serve as the District's primary day-to-day project representative and technical point of coordination, subject to authority expressly delegated in the final agreement. Or in a traditional construction scenario, provide a reasonable level of onsite oversight and observation of the project as well as detailed review of progress reports and pay applications.
- d) Perform regular on-site observations at a frequency appropriate to project activity and risk, and provide written reports with photographs, observed progress, quality concerns, tests, safety concerns reported to the responsible party, pending decisions, schedule status, and recommended District action. Observation is not continuous inspection and does not transfer responsibility for construction means, methods, sequences, procedures, or safety.
- e) Serve as the District's representative during construction; observe progress; participate in project meetings; advise on payment, changes, schedule, quality, testing, commissioning, completion, and closeout matters; maintain appropriate records; and report material issues and recommendations to the District.
- f) Review the design-builder's baseline and updated schedules, critical path, procurement lead times, permitting, utility coordination, owner decisions, and recovery plans. Identify material variance and recommend corrective action.
- h) Confirm that required professional seals, permits, accessibility review, fire and life-safety reviews, utility approvals, testing plans, commissioning plans, and other regulatory submissions are tracked to completion.

QUALIFICATIONS

The Statement of Qualifications must include a cover letter identifying one authorized primary contact by name, title, mailing address, telephone number, and email address. The letter must confirm that the Architect has not included fee or price information.

The Statement of Qualifications must include:

- Professional status and licensing
- Fire and EMS facility experience
- Past performance and references
- Claims and disciplinary history
- Capacity and continuity

The Proposal should **identify three current, major clients**, particularly other emergency services district or cities building emergency services facilities. Utilizing the Reference Form provided below, include contact names and telephone numbers, indicate when your firm has provided architectural and engineering services to these clients, and the types of projects conducted for each client.

The Proposal must include at least summary information on the following:

- Current total volume of projects the Architect is involved with which are less than ¾ complete
- All claims or lawsuits filed against the Architect within the last 5 years

PROPOSAL ADMINISTRATIVE REQUIREMENTS

To be considered responsive, a Statement of Qualifications must contain the requested information and be organized in the following order to facilitate consistent evaluation:

- Cover Letter
- Information as listed under Qualifications
- Reference Form
- Architect Addendum Acknowledgement
- Conflict of Interest Questionnaire
- Insurance Requirements

To the extent possible, proposals should be prepared on 8 1/2" x 11" paper and bound or stapled. Supplemental information may be attached to Proposals as appendices.

Architects are advised that the Evaluation Committee's ability to conduct a thorough evaluation of Proposals is dependent on the Architects' ability and willingness to submit Proposals which are well ordered, detailed, comprehensive, and readable. Clarity of language and adequate, accessible documentation is the Architects' responsibility.

Supplemental information may be included only when directly relevant. The evaluation committee's ability to conduct a fair and thorough evaluation depends on clear, complete, well-ordered, and readable submissions. Cross-references to websites or external repositories will not substitute for information required in the submission.

PROPOSAL EVALUATION PROCESS AND SCORING

Each evaluator will score the written Statement of Qualifications independently using the criteria and maximum points below. Evaluators may use whole or fractional points. The committee may meet to discuss factual differences, request clarification, verify references, and produce a consensus ranking, but no evaluator may consider professional fees or other price information.

CRITERION	DETAILED SCORING METHODOLOGY	POINTS
1. Experience with similar projects		20%
2. Ability to meet schedules and deadlines		20%
3. Management and personnel experience and qualifications		20%
4. Proposed technical approach		10%
5. Current volume of work that is less than $\frac{3}{4}$ complete		5%
6. History of claims or lawsuits against Architect		5%

An Architect may be found nonresponsive or disqualified, regardless of score, for including prohibited price information; lacking required Texas professional authority; having an unmitigable organizational conflict; making a material misrepresentation; engaging in prohibited communications; or failing to submit a sealed, timely response.

REFERENCE ONE	
Entity Name	
Contact Person	
Telephone Number	
E-mail Address	
When were services provided services to this entity?	
What types of projects were conducted for this entity? <i>(attach a separate sheet if necessary)</i>	

REFERENCE TWO	
Entity Name	
Contact Person	
Telephone Number	
E-mail Address	
When were services provided services to this entity?	
What types of projects were conducted for this entity? <i>(attach a separate sheet if necessary)</i>	

REFERENCE THREE	
Entity Name	
Contact Person	
Telephone Number	
E-mail Address	
When were services provided services to this entity?	
What types of projects were conducted for this entity? <i>(attach a separate sheet if necessary)</i>	

ARCHITECT ADDENDUM ACKNOWLEDGEMENT AND INDEPENDENCE CERTIFICATION

The Architect has read and understands this RFQ and has obtained satisfactory answers regarding provisions for which clarification was requested. The Architect acknowledges receipt of the following addenda:

Addendum #1: _____	Initials: _____
Addendum #2: _____	Initials: _____
Addendum #3: _____	Initials: _____
Addendum #4: _____	Initials: _____

By signing below, the Architect certifies that:

- All information in the Statement of Qualifications is true, correct, and complete to the best of the signer's knowledge.
- The submission contains no proposed professional fees, hourly rates, multipliers, reimbursable markups, or other price information.
- The Architect and proposed project team hold, or will hold before performing regulated services, all professional licenses and firm registrations required in Texas.
- The Architect has disclosed all actual, potential, and apparent organizational conflicts known after reasonable inquiry.
- If selected, the Architect and its team will remain independent of the builder (irrespective of delivery method chosen).
- The Architect has not engaged in prohibited communications or attempted to influence the selection outside the process stated in the RFQ.
- The signer is authorized to bind the Architect to these certifications and to negotiate a professional services agreement if the Architect is selected.

[CONTINUED ON NEXT PAGE]

Name of Firm/Company	
Authorized Representative	
Title	
Texas Firm Registration No.	
Mailing Address	
City, State, ZIP	
Telephone Number	
Email Address	
Authorized Signature	
Date	

INSURANCE REQUIREMENTS

The successful Architect must maintain, and require each subconsultant to maintain as applicable, insurance issued by insurers authorized to do business in Texas and reasonably acceptable to SJC ESD. Final requirements will be included in the negotiated agreement. Anticipated minimum limits are:

COVERAGE	MINIMUM LIMIT
Workers' Compensation	Statutory limits
Employer's Liability	\$1,000,000 each accident; \$1,000,000 each employee for disease; \$1,000,000 policy aggregate
Commercial Automobile Liability	\$1,000,000 combined single limit for owned, hired, and non-owned vehicles
Commercial General Liability	\$1,000,000 each occurrence; \$2,000,000 general aggregate; \$2,000,000 products/completed operations aggregate
Umbrella/Excess Liability	\$2,000,000 each occurrence and aggregate, following form over CGL, auto, and employer's liability
Professional Liability / Errors and Omissions	\$2,000,000 each claim and \$2,000,000 annual aggregate
Cyber / Privacy Liability	\$1,000,000 each claim and aggregate if the Architect hosts, administers, or controls a project information system containing District data

Professional liability coverage may be written on a claims-made basis if the retroactive date precedes the start of services and coverage is maintained continuously, or an extended reporting period is purchased, for not less than five years after final completion. Each professional subconsultant must carry professional liability insurance appropriate to its discipline.

Except for professional liability and workers' compensation, SJC ESD and its commissioners, officers, employees, and authorized representatives must be named as additional insureds for liability arising from the Architect's services. CGL and automobile coverage must be primary and noncontributory to District insurance. Waiver of subrogation in favor of the District will be required on workers' compensation, CGL, automobile, and umbrella policies to the extent commercially available. Evidence of coverage and required endorsements must be provided before services begin.

Insurance limits do not limit the Architect's liability or professional obligations. Any indemnity, limitation of liability, waiver, or consequential-damages provision will be addressed only in the negotiated agreement and must comply with Texas law applicable to public entities, construction contracts, and professional services.

ANTICIPATED PROFESSIONAL SERVICES AGREEMENT TERMS

The final professional services agreement will be negotiated after qualifications ranking. Architects should identify any material exception to the following anticipated terms in the List of Exceptions, without including price information:

- A project-specific scope, responsibility matrix, schedule, staffing plan, deliverables, and invoicing requirements.
- A key-personnel clause prohibiting substitution of the licensed representative, project manager, or other key staff without prior District approval.
- A professional standard of care consistent with the skill and care ordinarily provided by similarly situated Texas professionals on comparable public design-build projects.
- Continuing statutory and organizational independence from the design-builder and its team, with a duty to disclose new conflicts promptly.
- District ownership of project administration records and a perpetual license to use professional deliverables for the project, subject to negotiated professional-responsibility protections.
- Complete audit rights, records retention, access to native electronic files, cooperation with the Texas Public Information Act, and orderly turnover of records at termination or closeout.
- Board-reserved authority for contracts, amendments, change orders, material scope or schedule changes, payment approvals, claims settlement, substantial completion, final acceptance, and final payment unless expressly delegated.
- Compliance with applicable Texas contracting certifications and restrictions, including Form 1295 and conflict disclosures, when legally applicable.
- Texas law, venue in San Jacinto County, no waiver of governmental immunity or statutory limitation, and no binding arbitration unless expressly approved by the Board.
- Termination for convenience and for cause, transition assistance, continued protection of District information, and survival of professional, records, warranty, and insurance obligations.

END OF REQUEST FOR QUALIFICATIONS