



COLLIN COUNTY

**Grounds Maintenance Equipment
IFB No. 2017-344**

**Gina Zimmel, Buyer II
Jack Hatchell Administration Building
2300 Bloomdale Road, Ste. 3160
McKinney, TX 75071**

**(P) 972-548-4119 (F) 972-548-4694
gzimmel@collincountytx.gov**

Collin County exclusively uses IonWave Technologies, Inc. ([Collin County eBid](#)) for the notification and dissemination of all solicitations. The receipt of solicitations through any other means may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid/proposal non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other means.

LEGAL NOTICE

By order of the Commissioners' Court of Collin County, Texas, sealed bids will be received by the Purchasing Agent, located at: 2300 Bloomdale Drive, Suite 3160, McKinney, TX 75071, until **2:00 P.M., December 7, 2017**, for bids for **Grounds Maintenance Equipment, IFB No. 2017-344**. Bidders shall use unit pricing. Bidders may obtain detailed specifications and other documents at Office of the Purchasing Agent: Collin County Administration Building, Purchasing Department, 2300 Bloomdale Drive, Suite 3160, McKinney, TX 75071, 972-548-4165, or by going to: <https://collincountytx.ionwave.net>. Sealed bids will be opened on **Thursday, December 7, 2017, at 2:00 P.M.** by the Purchasing Agent, located at the Collin County Administration Building, Purchasing Department, 2300 Bloomdale Drive, Suite 3160, McKinney, TX 75071. The Commissioners' Court reserves the right to reject any and all proposals.

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ATTENTION: CLASSIFIEDS
BILL TO: ACCOUNT NO 06100315-00
COMMISSIONERS' COURT

NOTICE TO PUBLISHERS: Please publish in your issue on **Thursday, November 23, 2017** and **Thursday, November 30, 2017**. A copy of this notice and the publishers' affidavit must accompany the invoice when presented for payment.

NEWSPAPER: Plano Star Courier
DATE: November 21, 2017
FAX: 972-529-1684

Collin County, Texas

Bid Information

Bid Owner Gina Zimmel Buyer II
Email gzimmel@co.collin.tx.us
Phone
Fax
Bid Number 2017-344
Title Grounds Maintenance Equipment,
Parts, Accessories, & Supplies
Bid Type IFB
Issue Date 11/21/2017
Close Date 12/7/2017 02:00:00 PM (CT)

Contact Information

Address 2300 Bloomdale Rd.
Ste. 3160
McKinney, TX 75071
Contact Gina Zimmel Buyer II
Department Purchasing
Building Admin. Building
Floor/Room Ste.3160
Telephone
Fax
Email gzimmel@co.collin.tx.us

Ship to Information

Address 700A W. Wilmeth Rd.
McKinney, TX 75069
Contact Liz Gray
Department Equipment Services
Building Public Works
Floor/Room
Telephone
Fax
Email

Supplier Information

Company Name _____
Contact Name _____
Address _____

Telephone _____
Fax _____
Email _____

Supplier Notes

The undersigned hereby certifies the foregoing bid submitted by the company listed below hereinafter called "bidder" is the duly authorized agent of said company and the person signing said bid has been duly authorized to execute same. Bidder affirms that they are duly authorized to execute this contract; this company; corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder or other person or persons engaged in the same line of business; and that the contents of this bid as to prices, terms and conditions of said bid 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 bid.

Signature _____ Date ____ / ____ / ____

Bid Notes

Bid Activities

Bid Messages

Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

#	Filename	Description
Header	General_Instructions_Bid.docx	General_Instructions_Bid
Header	Terms_of_Contract_Bid.docx	Terms_of_Contract_Bid
Header	Insurance Requirements.doc	Insurance Requirements
Header	Special Conditions and Specifications.f.docx	Special Conditions and Specifications

Header	HB23_CIQ_-_Pur.docx	Information Regarding Conflict of Interest Questionnaire
Header	CIQ_113015.pdf	Conflict of Interest Questionnaire
Header	W9_2014.pdf	W-9
Header	HB89 Verification.docx	HB89/Chapter 2270 Verification

Bid Attachments Requested

The following attachments are requested with this opportunity

#	Required	Specified Attachment
1	YES	W-9
2	YES	HB89 verification
3	NO	Online Catalog for % off items : Link or PDF attachment

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Delivery	<p>Delivery will be F.O.B. inside delivery at Collin County designated locations and all transportation charges are to be paid by the supplier to destination.</p> <p>Please state delivery in calendar days from date of order.</p>	_____ (Required)
2	Exceptions	<p>Do you take exceptions to the specifications. If so, by separate attachment, please state your exceptions.</p> <p>Valid Responses: [Please Select], Yes, No</p>	_____ (Required)
3	Insurance	<p>I understand that the insurance requirements of this solicitation are required and a certificate of insurance shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract.</p> <p>Please initial.</p>	_____ (Required)
4	Reference No. 1	<p>List a company or governmental agency where these same/like products /services, as stated herein, have been provided.</p> <p>Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.</p>	_____ (Required)
5	Reference No. 2	<p>List a company or governmental agency where these same/like products /services, as stated herein, have been provided.</p> <p>Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.</p>	_____ (Required)
6	Reference No. 3	<p>List a company or governmental agency where these same/like products /services, as stated herein, have been provided.</p> <p>Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.</p>	_____ (Required)
7	Cooperative Contracts	<p>As permitted under Title 8, Chapter 271, Subchapter F, Section 271.101 and 271.102 V.T.C.A. and Title 7,</p>	_____ (Required)

Chapter 791, Subchapter C, Section 791.025, V.T.C.A., other local governmental entities may wish to also participate under the same terms and conditions contained in this contract. Each entity wishing to participate must enter into an inter-local agreement with Collin County and have prior authorization from vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the local governmental entity requiring supplies/services. Collin County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded, under the same terms and conditions?

Valid Responses: [Please Select], Yes, No

8 Preferential Treatment

The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A).

_____ (Required)

1. Is your principal place of business in the State of Texas?

2. If your principal place of business is not in Texas, in which State is your principal place of business?

3. If your principal place of business is not in Texas, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage?

4. If your state favors resident bidders, state by what dollar amount or percentage.

9 Debarment Certification

I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.

_____ (Required)

Please initial.

10 Immigration and Reform Act

I declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America.

_____ (Required)

I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable by Collin County.

Please initial.

11 Disclosure of Certain Relationships

Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code

_____ (Required)

requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor.

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

Please send completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.

Please initial.

12 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires _____ (Required) a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after January 1, 2016.

Please initial.

13 Bidder Acknowledgement

Bidder acknowledges, understands the specifications, any _____ (Required) and all addenda, and agrees to the bid terms and conditions and can provide the minimum requirements stated herein. Bidder acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Bid submittal resulting from Bidder's failure to do so. Bidder acknowledges the prices submitted in this Bid have been carefully reviewed and are submitted as correct and final. If Bid is accepted, vendor further certifies and agrees to furnish any and all products upon which prices are extended at the price submitted, and upon conditions in the specifications of the Invitation for Bid.

Please initial.

14 Cooperative Contract

State the cooperative contract this quote is offered under. _____ (Required)

15 Cooperative Contract-Website

Please provide the website URL for the cooperative _____ (Required) contract this quote is offered under.

Line Items

#	Qty	UOM	Description	Response
1	1	each	Stihl FS 240 Trimmer/Brush Cutter with Bike Handle, Standard Cutting Head, and one Brush Knife Blade, or Collin County Approved Equal	\$ _____ (Required) Price

Item Notes: Include per unit: One spare double line, auto cut head, owners manual, and any deflectors, harnesses, etc., recommended by manufacturer for use with this product.

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	State Make & Model		_____ (Required)
2	State any Exceptions		_____ (Required)
3	State Manufacturer's Warranty		_____ (Required)
4	State Delivery Time ARO		_____ (Required)

2	1	each	Stihl FS 240 R Trimmer/Brush Cutter with Loop Handle, Standard Cutting Head, and one Brush Knife Blade, or Collin County Approved Equal	\$ _____ (Required) Price
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Item Notes: Include per unit: One spare double line, auto cut head, owners manual, and any deflectors, harnesses, etc., recommended by manufacturer for use with this product.

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	State Make & Model		_____ (Required)
2	State any Exceptions		_____ (Required)
3	State Manufacturer's Warranty		_____ (Required)
4	State Delivery Time ARO		_____ (Required)

3	1	each	Stihl FS 130 R Trimmer/Brush Cutter with Loop Handle, or Collin County Approved Equal	\$ _____ (Required) Price
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Item Notes: Include per unit: One spare double line auto-cut head and owners manual.

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	State Make & Model		_____ (Required)

- 2 State any Exceptions _____ (Required)
- 3 State Manufacturer's Warranty _____ (Required)
- 4 Delivery Time ARO _____ (Required)

4 3 each Stihl MS 461 Chainsaw with 18" Bar, or Collin County Approved Equal \$ _____
(Required)
Price

Item Notes: Include per unit: Case, two (2) extra chains, parts manual and owner/operator's manual.

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	State Make & Model		_____ (Required)
2	State any Exceptions		_____ (Required)
3	State Manufacturer's Warranty		_____ (Required)
4	Delivery Time ARO		_____ (Required)

5 1 each Stihl MS 362 C-M Chainsaw with 18" Bar, or Collin County Approved Equal \$ _____
(Required)
Price

Item Notes: Include per unit: Case, two (2) extra chains, parts manual and owner/operator's manual.

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	State Make & Model		_____ (Required)
2	State any Exceptions		_____ (Required)
3	State Manufacturer's Warranty		_____ (Required)
4	Delivery Time ARO		_____ (Required)

6 1 each Stihl MS 362 C-M Chainsaw with 20" Bar, or Collin County Approved Equal \$ _____
(Required)
Price

Item Notes: Include per unit: Case, two (2) extra chains, parts manual and owner/operator's manual.

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	State Make & Model		_____ (Required)
2	State any Exceptions		_____ (Required)

3 State Manufacturer's Warranty _____ (Required)

4 Delivery Time ARO _____ (Required)

7 1 each Stihl MS 362 C-M Chainsaw with 22" Bar, or Collin County Approved Equal \$ _____
(Required)
Price

Item Notes: Include per unit: Two (2) extra chains, parts manual and owner/operator's manual.

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	State Make & Model		_____ (Required)
2	State any Exceptions		_____ (Required)
3	State Manufacturer's Warranty		_____ (Required)
4	Delivery Time ARO		_____ (Required)

8 1 each Stihl MS 362 C-M Chainsaw with 25" Bar, or Collin County Approved Equal \$ _____
(Required)
Price

Item Notes: Include per unit: Two (2) extra chains, parts manual and owner/operator's manual.

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	State Make & Model		_____ (Required)
2	State any Exceptions		_____ (Required)
3	State Manufacturer's Warranty		_____ (Required)
4	Delivery Time ARO		_____ (Required)

9 1 each Scag SWZT52-18FSE 52" Electric Start Walk-Behind Lawn Mower, or Collin County Approved Equal \$ _____
(Required)
Price

Item Notes: 18.5 HP Kawasaki FS600V FSE air-cooled engine; Include per unit: Two (2) copies of owner/operator's manual.

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	State Make & Model		_____ (Required)
2	State any Exceptions		_____ (Required)

3 State Manufacturer's Warranty _____ (Required)

4 Delivery Time ARO _____ (Required)

10 1 each Scag STTII-52V-26CH-EFI 52" Zero-Turn Turf Tiger II Riding Lawn Mower, or Collin County Approved Equal \$ _____ (Required) Price

Item Notes: 26 HP Kohler Command Pro EFI air-cooled engine; Include per unit: Two (2) copies of owner/operator's manual.

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	State Make & Model		_____ (Required)
2	State any Exceptions		_____ (Required)
3	State Manufacturer's Warranty		_____ (Required)
4	Delivery Time ARO		_____ (Required)

11 2 each Scag STTII-72V-26CH-EFI 72" Zero-Turn Turf Tiger II Riding Lawn Mower, or Collin County Approved Equal \$ _____ (Required) Price

Item Notes: 26 HP Kohler EFI air-cooled engine; Include per unit: Two (2) copies of owner/operator's manual.

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	State Make & Model		_____ (Required)
2	State any Exceptions		_____ (Required)
3	State Manufacturer's Warranty		_____ (Required)
4	Delivery Time ARO		_____ (Required)

12 1 each Billy Goat BC2600 HEBH Field and Brush Cutter/Mower 26" cutting deck, or Collin County Approved Equal \$ _____ (Required) Price

Item Notes: Gas powered, Honda engine, 11.7 HP, air cooled, 12V electric start, hydrostatic, forward and reverse speed, infinitely variable; Include per unit: Battery, and Two (2) copies of owner/operator's manual

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	State Make & Model		_____ (Required)

2	State any Exceptions	_____ (Required)
3	State Manufacturer's Warranty	_____ (Required)
4	Delivery Time ARO	_____ (Required)

13 1 each Billy Goat BC2600HM Field and Brush Cutter/Mower 26" rigid cutting deck, or Collin County Approved Equal

\$ _____
(Required)
Price

Item Notes: Gas powered, 388 cc displacement Honda air cooled engine, recoil start, hydrostatic, forward and reverse speed, infinitely variable; Include per unit: Battery, and Two (2) copies of owner/operator's manual

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	State Make & Model		_____ (Required)
2	State any Exceptions		_____ (Required)
3	State Manufacturer's Warranty		_____ (Required)
4	Delivery Time ARO		_____ (Required)

14 2 each STIHL HS 82 T 30" Cutting-Bar Hedge Trimmer, or Collin County Approved Equal

\$ _____
(Required)
Price

Item Notes: Gas powered, 0.7 kW (0.94 bhp) engine; Include per unit: Two(2) copies of owner/operator's manual.

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	State Make & Model		_____ (Required)
2	State any Exceptions		_____ (Required)
3	State Manufacturer's Warranty		_____ (Required)
4	Delivery Time ARO		_____ (Required)

15 2 each STIHL HT 133 Pole Pruner, or Collin County Approved Equal

\$ _____
(Required)
Price

Item Notes: Include per unit: Two(2) spare chains, and Two (2) copies of owner/operator's manual.

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	State Make & Model		_____ (Required)

2	State any Exceptions	_____ (Required)
3	State Manufacturer's Warranty	_____ (Required)
4	Delivery Time ARO	_____ (Required)

16 2 each Echo PPT-2620 Pole Saw Power Pruner Telescoping with Loop Handle, or Collin County Approved Equal \$ _____ (Required) Price

Item Notes: Include per unit: Two(2) spare chains, two (2) copies of owner/operator's manual.

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	State Make & Model		_____ (Required)
2	State any Exceptions		_____ (Required)
3	State Manufacturer's Warranty		_____ (Required)
4	Delivery Time ARO		_____ (Required)

17 2 each Echo PPT-2620H Pole Saw Power Pruner Telescoping with In-Line Handle, or Collin County Approved Equal \$ _____ (Required) Price

Item Notes: Include per unit: Two(2) spare chains, two (2) copies of owner/operator's manual.

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	State Make & Model		_____ (Required)
2	State any Exceptions		_____ (Required)
3	State Manufacturer's Warranty		_____ (Required)
4	Delivery Time ARO		_____ (Required)

18 5 each STIHL BR 430 Backpack Blower, or Collin County Approved Equal \$ _____ (Required) Price

Item Notes: Include per unit: Two (2) copies of owner/operator's manual.

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	State Make & Model		_____ (Required)

2	State any Exceptions	_____ (Required)
3	State Manufacturer's Warranty	_____ (Required)
4	Delivery Time ARO	_____ (Required)

19 2 each Billy Goat HW651HSP 24" High Weed Commercial Mower, or Collin County Approved Equal
 \$ _____
 (Required)
 Price

Item Notes: Honda 187cc engine, 16" high rear wheels; Include per unit: Two (2) copies of owner/operator's manual.

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	State Make & Model		_____ (Required)
2	State any Exceptions		_____ (Required)
3	State Manufacturer's Warranty		_____ (Required)
4	Delivery Time ARO		_____ (Required)

20 6 each Stihl BG 86 C-E Handheld Blower, or Collin County Approved Equal
 \$ _____
 (Required)
 Price

Item Notes: Include per unit: Two (2) copies of owner/operator's manual.

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	State Make & Model		_____ (Required)
2	State any Exceptions		_____ (Required)
3	State Manufacturer's Warranty		_____ (Required)
4	Delivery Time ARO		_____ (Required)

21 3 each Stihl TS 800 16" Cut-off Saw, or Collin County Approved Equal
 \$ _____
 (Required)
 Price

Item Notes: Include per unit: Metal carrying case, parts manual, two (2) copies of owner/operator's manual.

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	State Make & Model		_____ (Required)

- 2 State any Exceptions _____ (Required)
- 3 State Manufacturer's Warranty _____ (Required)
- 4 Delivery Time ARO _____ (Required)

22 10 each Stihl D-BA80 16" Diamond Wheel Blade, or Collin County Approved Equal \$ _____
 (Required)
 Price

Item Notes: Replacement diamond blade for Stihl TS 800 Cut-off Saw

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	State Make & Model		_____ (Required)
2	State any Exceptions		_____ (Required)
3	State Manufacturer's Warranty		_____ (Required)
4	Delivery Time ARO		_____ (Required)

23 Percent Discount Off Latest Suggested List Price for any SNAPPER Equipment Not Listed Herein _____%
 (Optional)
 Percentage

Supplier Notes: _____

24 Percent Discount Off Latest Suggested List Price for any BILLY GOAT Equipment Not Listed Herein _____%
 (Optional)
 Percentage

Supplier Notes: _____

25 Percent Discount Off Latest Suggested List Price for any STIHL Equipment Not Listed Herein _____%
 (Optional)
 Percentage

Supplier Notes: _____

26 Percent Discount Off Latest Suggested List Price for any SCAG Equipment Not Listed Herein _____%
 (Optional)
 Percentage

Supplier Notes: _____

1.0 GENERAL INSTRUCTIONS

1.0.1 Definitions

1.0.1.1 Bidder: refers to submitter.

1.0.1.2 Vendor/Contractor/Provider: refers to a Successful Bidder/Contractor/Service Provider.

1.0.1.3 Submittal: refers to those documents required to be submitted to Collin County, by a Bidder.

1.0.1.4 IFB: refers to Invitation For Bid.

1.1 If Bidder does not wish to submit an offer at this time, please submit a No Bid.

1.2 Awards shall be made not more than ninety (90) days after the time set for opening of submittals.

1.3 Collin County is always conscious and extremely appreciative of your time and effort in preparing your submittal.

1.4 Collin County exclusively uses ionWave Technologies, Inc. (Collin County eBid) for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.

1.5 A bid may not be withdrawn or canceled by the bidder prior to the ninety-first (91st) day following public opening of submittals and only prior to award.

1.6 It is understood that Collin County, Texas reserves the right to accept or reject any and/or all Bids for any or all products and/or services covered in an Invitation For Bid (IFB), and to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of Collin County.

1.7 All IFB's submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the IFB number and name. A hard copy paper form submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals shall be mailed or hand delivered to the Collin County Purchasing Department.

1.8 No oral, telegraphic or telephonic submittals will be accepted. IFB's may be submitted in electronic format via Collin County eBid.

1.9 All Invitation For Bids (IFB) submitted electronically via Collin County eBid shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the IFB.

1.10 Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all Invitation for Bids (IFB) submitted in hard copy paper form. IFB's received in the Collin County Purchasing Department after submission deadline shall be considered void and unacceptable. Absolutely no late submittals will be considered. Collin County accepts no responsibility for technical difficulties related to electronic submittals.

1.11 For hard copy paper form submittals, any alterations made prior to opening date and time must be initialed by the signer of the IFB guaranteeing authenticity. Submittals cannot be altered or amended after submission deadline.

1.12 Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.

1.13 Any interpretations, corrections and/or changes to an Invitation For Bid, and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than seven (7) days prior to the opening/receipt date. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners' Court. Addenda may be transmitted electronically via Collin County eBid.

1.13.1 Addenda will be transmitted to all that are known to have received a copy of the IFB/RFQ/RFP/RFI/CSP and related Specifications. However, it shall be the sole responsibility of the Bidder/Quoter/Offeror to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. **Collin County eBid** <https://collincountytexas.com>, telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Bidder/Quoter/Offeror's receipt of any addenda issued. Bidder/Quoter/Offeror shall acknowledge receipt of all addenda.

1.14 All materials and services shall be subject to Collin County approval.

1.15 Collin County reserves the right to make award in whole or in part as it deems to be in the best interest of the County.

1.16 Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.

1.17 Bidders taking exception to the specifications shall do so at their own risk. By offering substitutions, Bidder shall state these exceptions in the section provided in the IFB or by attachment. Exception/substitution, if accepted, must meet or exceed specifications stated therein. Collin County reserves the right to accept or reject any and/or all of the exception(s)/substitution(s) deemed to be in the best interest of the County.

1.19 Minimum Standards for Responsible Prospective Bidders: A prospective Bidder must meet the following minimum requirements:

1.19.1 have adequate financial resources, or the ability to obtain such resources as required;

1.19.2 be able to comply with the required or proposed delivery/completion schedule;

1.19.3 have a satisfactory record of performance;

1.19.4 have a satisfactory record of integrity and ethics;

1.19.5 be otherwise qualified and eligible to receive an award.

Collin County may request documentation and other information sufficient to determine Bidder's ability to meet these minimum standards listed above.

1.20 Vendor shall bear any/all costs associated with it's preparation of an IFB.

1.21 Public Information Act: Collin County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. All information submitted by prospective bidders during the bidding process is subject to release under the Act.

1.22 The Bidder shall comply with Commissioners' Court Order No. 2004-167-03-11, County Logo Policy.

1.23 Interlocal Agreement: Successful bidder agrees to extend prices and terms to all entities that has entered into or will enter into joint purchasing interlocal cooperation agreements with Collin County.

1.24 Bid Openings: All bids submitted will be read at the county's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should be not construed as a comment on the responsiveness of such bid or as any indication that the county accepts such bid as responsive.

The county will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, Collin County Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The county will notify the successful bidder upon award of the contract and, according to state law; all bids received will be available for inspection at that time.

1.25 Bidder shall comply with all local, state and federal employment and discrimination laws and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or any other class protected by law.

2.0 TERMS OF CONTRACT

2.1 A bid, when properly accepted by Collin County, shall constitute a contract equally binding between the Vendor/Contractor/Provider and Collin County. No different or additional terms will become part of this contract with the exception of a Change Order.

2.2 No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Amendments and/or Change Orders to the contract will be made in writing by Collin County Purchasing Agent.

2.3 No public official shall have interest in the contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

2.4 The Vendor/Contractor/Provider shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County Employees.

2.5 Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

2.6 Bids must comply with all federal, state, county and local laws concerning the type(s) of product(s)/service(s)/equipment/project(s) contracted for, and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

2.7 All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture. Obsolete products, including products or any parts not compatible with existing hardware/software configurations will not be accepted.

2.8 Vendor/Contractor/Provider shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all sub-contractors to insure that Collin County maintains a drug-free work place.

2.9 Vendor/Contractor/Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Vendor/Contractor/Provider's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Vendor/Contractor/Provider, or of any agent, employee, subcontractor or supplier of Vendor/Contractor/Provider in the execution of, or performance under, any contract which may result from an award. Vendor/Contractor/Provider shall pay in full any judgment with costs, including attorneys' fees and expenses which are rendered against Collin County and/or participating entities arising out of such breach, act, error, omission and/or fault.

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

2.11 If a contract, resulting from a Collin County IFB is for the execution of a public work, the following shall apply:

2.11.1 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of \$25,000.00. Such bond

shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.11.2 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Performance Bond if the contract is in excess of \$100,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.12 Purchase Order(s) shall be generated by Collin County to the vendor. Collin County will not be responsible for any orders placed/delivered without a valid purchase order number.

2.13 The contract shall remain in effect until any of the following occurs: delivery of product(s) and/or completion and acceptance by Collin County of product(s) and/or service(s), contract expires or is terminated by either party with thirty (30) days written notice prior to cancellation and notice must state therein the reasons for such cancellation. Collin County reserves the right to terminate the contract immediately in the event the Vendor/Contractor/Provider fails to meet delivery or completion schedules, or otherwise perform in accordance with the specifications. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Vendor/Contractor/Provider.

2.14 Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.

2.15 All delivery and freight charges (FOB Inside delivery at Collin County designated locations) are to be included as part of the bid price. All components required to render the item complete, installed and operational shall be included in the total bid price. Collin County will pay no additional freight/delivery/installation/setup fees.

2.16 Vendor/Contractor/Provider shall notify the Purchasing Department immediately if delivery/completion schedule cannot be met. If delay is foreseen, the Vendor/Contractor/Provider shall give written notice to the Purchasing Agent. The County has the right to extend delivery/completion time if reason appears valid.

2.17 The title and risk of loss of the product(s) shall not pass to Collin County until Collin County actually receives and takes possession of the product(s) at the point or points of delivery. Collin County shall generate a purchase order(s) to the Vendor/Contractor/Provider and the purchase order number must appear on all itemized invoices.

2.18 Invoices shall be mailed directly to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. All invoices shall show:

2.18.1 Collin County Purchase Order Number;

2.18.2 Vendor's/Contractor's/Provider's Name, Address and Tax Identification Number;

2.18.3 Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.

2.19 Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.

2.20 All warranties shall be stated as required in the Uniform Commercial Code.

2.21 The Vendor/Contractor/Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

- 2.22 The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.
- 2.23 The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Collin County, Texas.
- 2.24 The Vendor/Contractor/Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.
- 2.25 The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.
- 2.26 Vendor/Contractor/Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Vendor/Contractor/Provider for purposes of solicitation. As exception, Vendor/Contractor/Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.
- 2.27 The Vendor/Contractor/Provider understands, acknowledges and agrees that if the Vendor/Contractor/Provider subcontracts with a third party for services and/or material, the primary Vendor/Contractor/Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Vendor/Contractor/Provider and the third party, including any payment dispute, will be promptly remedied by the primary vendor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Vendor/Contractor/Provider by Collin County for any payments owed to the third party.
- 2.28 Vendor/Contractor/Provider shall provide Collin County with diagnostic access tools at no additional cost to Collin County, for all Electrical and Mechanical systems, components, etc., procured through this contract.
- 2.29 Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by the Collin County Homeland Security prior to access being granted to Collin County. Upon request, Vendor/Contractor/Provider shall provide list of individuals to Collin County Purchasing Department within five (5) working days.
- 2.30 Non-Disclosure Agreement: Where applicable, vendor shall be required to sign a non-disclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by vendor, except as provided in the contract/agreement, may cause serious harm or damage to Collin County. Therefore, Vendor agrees that Vendor will not use the information furnished for any purpose other than that stated in contract/agreement, and agrees that Vendor will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible transaction. This agreement shall be binding upon Collin County and Vendor, and upon the directors, officers, employees and agents of each.
- 2.31 Vendors/Contractors/Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must be legally eligible to work in the United States of America.
- 2.32 Certification of Eligibility: This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or proposal in response to this solicitation, the Bidder certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the Bidder will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.

2.33 Notice to Vendors/Contractors/Providers delivering goods or performing services within the Collin County Detention Facility: The Collin County Detention Facility houses persons who have been charged with and/or convicted of serious criminal offenses. When entering the Detention Facility, you could: (1) hear obscene or graphic language; (2) view partially clothed male inmates; (3) be subjected to verbal abuse or taunting; (4) risk physical altercations or physical contact, which could be minimal or possibly serious; (5) be exposed to communicable or infectious diseases; (6) be temporarily detained or prevented from immediately leaving the Detention Facility in the case of an emergency or “lockdown”; and (7) subjected to a search of your person or property. While the Collin County Sheriff’s Office takes every reasonable precaution to protect the safety of visitors to the Detention Facility, because of the inherently dangerous nature of a Detention Facility and the type of the persons incarcerated therein, please be advised of the possibility of such situations exist and you should carefully consider such risks when entering the Detention Facility. By entering the Collin County Detention Facility, you acknowledge that you are aware of such potential risks and willingly and knowingly choose to enter the Collin County Detention Facility.

2.34 Delays and Extensions of Time when applicable:

2.34.1 If the Vendor/Contractor/Provider is delayed at any time in the commence or progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Vendor/Contractor/Provider's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Owner or Architect/Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner/Architect may determine.

2.34.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction.

2.35 Disclosure of Certain Relationships: Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor’s affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Collin County, County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.

2.36 Disclosure of Interested Parties: Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after January 1, 2016.

2.37 Vendors/Contractors/Providers must be in compliance with the provisions of Section 2270.001 of the Texas Government Code which states a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and, (2) will not boycott Israel during the term of the contract. By submitting a response to a Collin County

solicitation, the vendor will be required to sign the Chapter 2270 Verification form prior to a recommendation of the contract. This Act is effective September 1, 2017.

2.38 Vendors/Contractors/Providers must be in compliance with the provisions of Section 2252.152 and Section 2252.153 of the Texas Government Code which states, in part, contracts with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations are prohibited. A governmental entity may not enter into a contract with a company that is listed on the Comptroller of the State of Texas website identified under Section 806.051, Section 807.051 or Section 2253.253 which do business with Iran, Sudan or any Foreign Terrorist Organization. This Act is effective September 1, 2017.

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

3.0 INSURANCE REQUIREMENTS

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

3.1.1 **Commercial General Liability** insurance including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Coverage must be written on occurrence form.

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

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

Employers' Liability

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

3.1.3 **Commercial Automobile Liability** insurance which includes any automobile (owned, non-owned, and hired vehicles) used in connection with the contract.

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

3.1.4 **Umbrella/Excess Liability** insurance.

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

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

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

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

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

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

- 3.2.5 All copies of Certificates of Insurance shall reference the project/contract number.
- 3.3 All insurance shall be purchased from an insurance company that meets the following requirements:
 - 3.3.1 A financial rating of A-VII or higher as assigned by the BEST Rating Company or equivalent.
- 3.4 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:
 - 3.4.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
 - 3.4.2 Sets forth the notice of cancellation or termination to Collin County.

4.0 SPECIAL CONDITIONS AND SPECIFICATIONS

- 4.1 Authorization: By order of the Commissioners' Court of Collin County, Texas sealed bids will be received for **Grounds Maintenance Equipment, IFB No. 2017-344.**
- 4.2 Purpose: The intended use/purpose for this Invitation for Bid is to describe grounds maintenance equipment that will be used at various locations throughout Collin County. Collin County reserves the right to award the contract in whole or by line item, as it deems to be in the best interest of the County.
- 4.3 Term: Provide for a term contract commencing on the date of the award and continuing through, and including, September 30, 2018.
- 4.4 Funding: Funds for payment have been provided through the Collin County budget approved by the Commissioners' Court for this fiscal year only. State of Texas statutes prohibit the County from any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Collin County fiscal year shall be subject to budget approval.
- 4.5 Price Reduction: If during the life of the contract, the vendor's net prices to its customers for the same product(s) and/or services shall be reduced below the contracted price, it is understood and agreed that the County shall receive such price reduction.
- 4.6 Delivery Time/Charges: Delivery time is an important consideration in the evaluation of the lowest and best bid. Delivery will be FOB to Collin County location as specified on each purchase order. All charges for standard delivery/freight are to be included in the bid price. Collin County will not accept any fuel surcharges on invoices. Bidder shall state the number of calendar days required to place equipment at the County's designated location after receipt of order (ARO).
- 4.7 Delivery Location: Unless otherwise indicated on the Collin County Purchase Order, all equipment shall be delivered directly to Collin County Public Works Service Center, 700-A Wilmeth Road, McKinney, Texas, 75069, between the hours of 8:00 am and 3:00 pm Monday through Friday.
- 4.8 Approximate Usage: Estimated quantities are given for each commodity. Approximate usage does not constitute an order, but only implies the probable quantity the County will use. Approximate value of this contract is \$62,000.00.
- 4.9 Successful bidder(s) should submit Material Safety Data Sheets for applicable item(s).
- 4.10 Manuals: Owner's/Operator's manuals shall be supplied with each piece of equipment, two (2) copies where noted on line item.
- 4.11 Evaluation and Award: Award of the contract shall be made to the responsive bidder(s) who submits the lowest and best bid meeting specifications. Collin County reserves the right to award by item, section, or as a whole as deemed to be in the best interest of the county.

The bidder's past experience of honoring contracts at the bid price as well as their past delivery history with Collin County, will be an important consideration in the evaluation of the lowest and best bid.

Bidders failing to provide the information necessary for the evaluation of the bid may be considered non-responsive.

4.12 Percentage Discount off current published catalogs:

The County is also requesting the bidder to provide a percentage discount off the current published catalog price for line items 23-26 for items not listed in Grounds Maintenance Equipment IFB. Bidder is requested to provide a PDF of or link to their online catalog, which will become a part of the bid and subsequent contract, a current catalog(s)/price list/pricing schedule of grounds maintenance equipment items available to Collin County, to which the percentage discount will be applied. The net pricing to Collin County (catalog price less offered discount) shall be consistent throughout the contract period.

The purpose of the discount is to allow Collin County to purchase items in the manufacturer's catalog at the discounted price for line items 23-26 for items not listed in Grounds Maintenance Equipment IFB. The successful bidder's catalog must offer a full range of grounds maintenance equipment including common brand name items.

If bidder does not supply the PDF or link to their online catalog with their bid response, the successful bidder(s) shall provide the PDF or link to the online catalog(s) within 10 days of award.

4.13 Specifications:

4.13.1 All equipment bid shall meet or exceed all applicable EPA standards and ANSI/OSHA safety standards.

4.13.2 All equipment bid shall be commercial grade unless otherwise stated.

4.13.3 Bidder shall include all items necessary to render equipment bid operational, even though such items may not be specifically included in this specification. For example, if a safety or "barrier" bar is required to operate a brush cutter with the attachments specified, vendor shall include the "barrier" bar as part of the bid.

INFORMATION REGARDING CONFLICT OF INTEREST QUESTIONNAIRE

During the 79th Legislative Session, House Bill 914 was signed into law effective September 1, 2015, which added Chapter 176 to the Texas Local Government Code. Recent changes have been made to Chapter 176 pursuant to HB23, which passed the 84th Legislative Session. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with Collin County, including family, business, and financial relationships such persons may have with Collin County officers or employees involved in the planning, recommending, selecting and contracting of a vendor for this procurement.

For a copy of Form CIQ and

CIS: http://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

The vendor acknowledges by doing business or seeking to do business with Collin County that he/she has been notified of the requirements under Chapter 176 of the Texas Local Government Code and that he/she is solely responsible for complying with the terms and conditions therein. Furthermore, any individual or business entity seeking to do business with Collin County who does not comply with this practice may risk award consideration of any County contract.

For a listing of current Collin County Officers:

<http://www.collincountytexas.gov/government/Pages/officials.aspx>

The following County employees will be involved in the planning, recommending, selecting, and contracting for the attached procurement:

Public Works:

Jon Kleinheksel – Director of Public Works
Dayne Shepherd – Equipment Services Manager
Liz Gray – Fleet Analyst

Purchasing:

Michalyn Rains – Purchasing Agent, CPPO, CPPB
Michelle Charnoski – Assistant Purchasing Agent, CPPB
Gina Zimmer – Buyer II

Commissioners' Court:

Keith Self – County Judge
Susan Fletcher – Commissioner Precinct No. 1
Cheryl Williams – Commissioner Precinct No. 2
John Thomas – Commissioner Precinct No. 3
Duncan Webb – Commissioner Precinct No. 4

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

CHAPTER 2270 VERIFICATION

I, _____, the undersigned representative of
(PRINT NAME)

(COMPANY)

do hereby 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 the contract.

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.*

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

TITLE

Request for Taxpayer Identification Number and Certification

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

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

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number												
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Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*
- By signing the filled-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
 - Certify that you are not subject to backup withholding, or
 - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.