



COLLIN COUNTY

**HVAC Contractor Services
IFB 2018-233**

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

**(P) 972-548-4124 (F) 972-548-4694
lhiggins@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, bids will be received by the County Purchasing Agent until **2:00 P.M., Thursday, June 21, 2018** for competitive bids on **HVAC Contractor Services (IFB 2018-233)**. A **Pre-Bid Meeting** will be held **Tuesday, June 5, 2018 at 10:00 A.M.** at the Collin County Central Plant located at 4600 Community Blvd., McKinney, TX 75071. Bidders should use unit pricing. Bidders may secure copies of the Bidding Documents at <https://collincountytx.ionwave.net> . Bids will be opened by the Purchasing Agent in the Purchasing Conference Room, Collin County Administration Building, 2300 Bloomdale Road, Suite 3160, McKinney TX, 75071 on **Thursday, June 21, 2018 at 2:00 P.M.** The Commissioners' Court reserves the right to reject any and all bids.

ATTENTION: CLASSIFIEDS

**BILL TO: ACCOUNT NO 06100315-000
COMMISSIONERS' COURT**

NOTICE TO PUBLISHERS: Please publish in your issue on **Thursday, May 24, 2018 and Thursday, May 31, 2018**. A copy of this notice and the publisher's affidavit must accompany the invoice when presented for payment.

**NEWSPAPER: Plano Star Courier
May 22, 2018**

Collin County, Texas

Bid Information

Bid Owner Lauren Higgins Buyer II
Email lhiggins@co.collin.tx.us
Phone (972) 548-4124 x
Fax (972) 548-4694 x
Bid Number 2018-233
Title HVAC Contractor Services
Bid Type IFB
Issue Date 05/22/2018
Close Date 6/21/2018 02:00:00 PM (CT)

Contact Information

Address 2300 Bloomdale Rd.
Ste. 3160
McKinney, TX 75071
Contact Lauren Higgins Buyer II
Department Purchasing
Building Admin. Building
Floor/Room Ste.3160
Telephone (972) 548-4124 x
Fax (972) 548-4694 x
Email lhiggins@co.collin.tx.us

Ship to Information

Address
Contact
Department
Building
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

| Date | Name | Description |
|------------------------|--------------------|--|
| 6/5/2018 10:00 AM (CT) | Pre-Bid Conference | A pre-bid conference will be held at 10:00 AM, Tuesday, June 5 2018, at the Collin County Central Plant located at 4600 Community Blvd., McKinney, TX 75071. All prospective bidders are requested to have a representative present. It is the bidder's responsibility to review the site and documents to gain a full understanding of the requirements of the bid. |

Bid Messages

Bid Attachments

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

| # | Filename | Description |
|--------|---------------------------|--------------|
| Header | Legal_Notice_2018-233.doc | Legal Notice |

| | | |
|--------|---|--|
| Header | General_Instructions_Bid.docx | General_Instructions_Bid |
| Header | Terms_of_Contract_Bid.docx | Terms_of_Contract_Bid |
| Header | 3.0_Insurance_Requirements.doc | Insurance Requirements |
| Header | 4.0 Conditions_and_Specifications.doc 2.doc | Conditions and Specifications |
| Header | County_Facility_Locations_and_Addresses.doc | County Facility Locations |
| Header | Prevailing_Wage.docx | Prevailing Wage Information |
| Header | HB23_CIQ_-_Pur.docx | Information regarding Conflict of Interest Questionnaire |
| Header | W9_2014.pdf | W-9 |
| Header | CIQ_113015.pdf | Conflict of Interest Questionnaire |
| Header | HB89_Verification.docx | HB89/Chapter 2270 Verification |

Bid Attachments Requested

The following attachments are requested with this opportunity

| # | Required | Specified Attachment |
|---|----------|--|
| 1 | YES | W9 |
| 2 | YES | 2270 Certification |
| 3 | YES | Texas Air Conditioning and Refrigeration Contractor's license, Class A : Include license holder information. |
| 4 | YES | Texas Air Conditioning and Refrigeration Contractor's License, Class B : Include license holder information. |
| 5 | YES | EPA Certification Type 2 or Universal Type 2 or 3 |
| 6 | YES | EPA Certification on each mechanic that will work on Collin County Equipment. |
| 7 | YES | Contact List : Include contacts for regular hours, after hours, weekends, holidays and emergencies. |

Bid Attributes

Please review the following and respond where necessary

| # | Name | Note | Response |
|---|------------|--|------------------|
| 1 | Delivery | 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. Please state delivery in calendar days from date of order. | _____ (Required) |
| 2 | Exceptions | Do you take exceptions to the specifications. If so, by separate attachment, please state your exceptions. Valid Responses: [Please Select], Yes, No | _____ (Required) |
| 3 | Insurance | 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. Please initial. | _____ (Required) |

- 4 Subcontractors State the business name of all subcontractors and the type of work they will be performing under this contract. _____ (Required)
- If you are fully qualified to self-perform the entire contract, please respond with "Not Applicable-Self Perform".
- 5 Reference No. 1 List a company or governmental agency where these same/like products /services, as stated herein, have been provided. _____ (Required)
- Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.
- 6 Reference No. 2 List a company or governmental agency where these same/like products /services, as stated herein, have been provided. _____ (Required)
- Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.
- 7 Reference No. 3 List a company or governmental agency where these same/like products /services, as stated herein, have been provided. _____ (Required)
- Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.
- 8 Cooperative Contracts As permitted under Title 8, Chapter 271, Subchapter F, Section 271.101 and 271.102 V.T.C.A. and Title 7, 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. _____ (Required)
- 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
- 9 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.

10 Debarment Certification

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

Please initial.

11 Immigration and Reform Act

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

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

Please initial.

12 Disclosure of Certain Relationships

Chapter 176 of the Texas Local Government Code _____ (Required) requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor.

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

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

Please initial.

13 Anti-Collusion Statement

Bidder certifies that its Bid/Proposal is made without prior _____ (Required) understanding, agreement, or connection with any corporation, firm, or person submitting a Bid/Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in Agreement cancellation, return of materials or discontinuation of services and the possible removal from bidders list.

Please initial.

14 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.

- 15 Notification Survey _____ (Required)
 In order to better serve our offerors, the Collin County Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Should you have any questions or require more information please call (972) 548-4165.

 How did you receive notice of this request?
 Valid Responses: [Please Select], Plano Star Courier, Plan Room, Collin County eBid Notification, Collin County Website, Other
- 16 Bidder Acknowledgement _____ (Required)
 Bidder acknowledges, understands the specifications, any 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.
- 17 Cooperative Contract Name _____ (Required)
 State the cooperative contract name this quote is offered under. (i.e. TX DIR, TXMAS, TCPN, National IPA, Buyboard, TIPS/TAPS, etc.) If none, answer N/A.
- 18 Cooperative Contract Number _____ (Required)
 State the cooperative contract number this quote is offered under. If none, answer N/A.
- 19 Cooperative Contract Website _____ (Required)
 Please provide the website URL for the cooperative contract this quote is offered under. If none, answer N/A.

Line Items

| # | Qty | UOM | Description | Response |
|---|-----|------|-------------------------------|-------------------|
| 1 | 1 | hour | Hourly Rate for Class A Labor | \$ _____ Price |

Supplier Notes: _____

Package Line Items:

| # | Qty | UOM | Description | Response |
|-----|-----|------|------------------------|---------------------------------|
| 1.1 | 1 | hour | Class A Labor- regular | \$ _____ (Required) Price |

Supplier Notes: _____

| | | | | |
|-----|---|------|-------------------------|---------------------------------|
| 1.2 | 1 | hour | Class A Labor- overtime | \$ _____ (Required) Price |
|-----|---|------|-------------------------|---------------------------------|

Supplier Notes: _____

| | | | | |
|-----|---|------|------------------------|---------------------------------|
| 1.3 | 1 | hour | Class A Labor- weekend | \$ _____ (Required) Price |
|-----|---|------|------------------------|---------------------------------|

Supplier Notes: _____

| | | | | |
|-----|---|------|------------------------|---------------------------------|
| 1.4 | 1 | hour | Class A Labor- holiday | \$ _____ (Required) Price |
|-----|---|------|------------------------|---------------------------------|

Supplier Notes: _____

| | | | | |
|---|---|------|-------------------------------|-------------------|
| 2 | 1 | hour | Hourly Rate for Class B Labor | \$ _____ Price |
|---|---|------|-------------------------------|-------------------|

Supplier Notes: _____

Package Line Items:

| # | Qty | UOM | Description | Response |
|-----------------|-----|------|------------------------|---------------------------------|
| 2.1 | 1 | hour | Class B Labor- regular | \$ _____ (Required) Price |
| Supplier Notes: | | | | _____ |

| | | | | |
|-----------------|---|------|-------------------------|---------------------------------|
| 2.2 | 1 | hour | Class B Labor- overtime | \$ _____ (Required) Price |
| Supplier Notes: | | | | _____ |

| | | | | |
|-----------------|---|------|------------------------|---------------------------------|
| 2.3 | 1 | hour | Class B Labor- weekend | \$ _____ (Required) Price |
| Supplier Notes: | | | | _____ |

| | | | | |
|-----------------|---|------|------------------------|---------------------------------|
| 2.4 | 1 | hour | Class B Labor- holiday | \$ _____ (Required) Price |
| Supplier Notes: | | | | _____ |

| | | | | |
|-----------------|---|------|---|-------------------|
| 3 | 1 | hour | Hourly Rate for EPA Cert. Type 2 or 3 Labor | \$ _____ Price |
| Supplier Notes: | | | | _____ |

Package Line Items:

| # | Qty | UOM | Description | Response |
|-----------------|-----|------|--|---------------------------------|
| 3.1 | 1 | hour | Hourly Rate for EPA Cert. Type 2 or 3 Labor- regular | \$ _____ (Required) Price |
| Supplier Notes: | | | | _____ |

| | | | | |
|-----------------|---|------|---|---------------------------------|
| 3.2 | 1 | hour | Hourly Rate for EPA Cert. Type 2 or 3 Labor- overtime | \$ _____ (Required) Price |
| Supplier Notes: | | | | _____ |

3.3 1 hour Hourly Rate for EPA Cert. Type 2 or 3 Labor- weekend \$ _____
(Required)
Price

Supplier Notes: _____

3.4 1 hour Hourly Rate for EPA Cert. Type 2 or 3 Labor- holiday \$ _____
(Required)
Price

Supplier Notes: _____

4 1 hour Hourly Rate for Helper \$ _____
Price

Supplier Notes: _____

Package Line Items:

| # | Qty | UOM | Description | Response |
|---|-----|-----|-------------|----------|
|---|-----|-----|-------------|----------|

4.1 1 hour Hourly Rate for Helper- regular \$ _____
(Required)
Price

Supplier Notes: _____

4.2 1 hour Hourly Rate for Helper- overtime \$ _____
(Required)
Price

Supplier Notes: _____

4.3 1 hour Hourly Rate for Helper- weekend \$ _____
(Required)
Price

Supplier Notes: _____

4.4 1 hour Hourly Rate for Helper- holiday \$ _____
(Required)
Price

Supplier Notes: _____

5

Percent Markup on Material Costs

_____%
(Required)
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 **HVAC (Heating, Ventilation and Air Conditioning) Contractor Services, IFB 2018-233**.

4.2 Purpose: The intended purpose for this IFB is to cover the anticipated labor and parts costs for the miscellaneous HVAC repair and maintenance requirements for all Collin County buildings and facilities. Collin County presently has twenty four (24) facilities located at various locations throughout the County. See attached County Facility Locations.

4.3 Pre-Bid Conference: A pre-bid conference will be held at 10:00 AM, Tuesday, June 5, 2018, at the Collin County Central Plant located at 4600 Community Blvd., McKinney, TX 75071. All prospective bidders are requested to have a representative present. It is the bidder's responsibility to review the site and documents to gain a full understanding of the requirements of the bid.

4.4 Term: Provide for a term contract commencing on October 1, 2018 and continuing through, and including, September 30, 2019 with the option of two (2) one (1) year renewals.

4.5 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.

4.6 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.

4.7 Price Re-determination: A price re-determination may be considered by Collin County only at the anniversary date of the contract. The anniversary date for this contract will be October 1st of each year. All requests for price re-determination shall be in written form, and shall be submitted at a minimum of sixty (60) days prior to anniversary date and shall include documents supporting price re-determination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Collin County reserves the right to accept or reject any/all of the price re-determination as it deems to be in the best interest of the County.

4.8 Repair Response Time: Normal response time for repairs shall be no longer than three (3) hours during normal working hours of 8 a.m. to 5 p.m., Monday through Friday. Emergency response time for repairs shall be no longer than one (1) hour. Call back time after emergency phone number is called will be no longer than thirty (30) minutes. Contractor shall notify designated Facilities Maintenance personnel upon arriving at the repair location. *Any overtime hours must be pre-approved by Collin County Facilities prior to work being done in order for overtime pay to be approved to be paid by Collin County.*

4.9 Repair/Maintenance Location: Locations for repairs/maintenance will be indicated on the Collin County Purchase Order. See attached County Facility Locations.

4.10 Testing: Testing may be performed at the request of Collin County, by an agent so designated by the County, without expense to Collin County.

4.11 Collin County Recognized Holidays: Holidays that are recognized by Collin County will be approved as payable holiday compensation to the selected vendor should there be a need for service that has been dispatched on a Collin County recognized holiday. All other holidays not recognized by Collin County will be the responsibility of the vendor(s) for compensating their employee(s).

4.12 Approximate usage: Estimated annual quantities are given for each item. Approximate usage does not constitute an order, but only implies the probable quantity Collin County will use. Items will be ordered on an as-needed basis. The annual estimated expenditure is \$65,000.

4.13 Evaluation and Award: Award of the contract shall be made to the responsive bidder(s) who submits the lowest and best bid meeting specifications. The County reserves the right to award bid in whole or by line item as the County deems in its best interest.

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.

4.14 Cooperative Purchasing: Governmental entities utilizing governmental contracts with Collin County will be eligible, but not obligated, to purchase necessary materials and supplies under contract(s) awarded as a result of their solicitation. FOB Destination prices will apply only to delivery points specified in these documents. Delivery to FOB points may include applicable freight charges. Any additional incremental costs for delivery must be clearly stated in quotes to participating entities before order is placed. All purchases by governmental entities other than Collin County will be billed directly to that governmental entity and paid by that governmental entity. Collin County will not be responsible for other governmental entity's debts. Each governmental entity will order their own material as needed. The quantities furnished in this bid document are for Collin County only. It does not include quantities for any other governmental jurisdiction.

4.15 Background Checks: Once awarded the contract, a mandatory background check performed by Collin County will be required for all persons who will work onsite.

4.16 Licenses/Point of Contacts: For evaluation purposes the bidder shall submit with his/her bid proof of Class A Electrical License, and to whom the license is issued. A phone number list for regular and after hours, holiday, weekends and emergency shall be provided.

4.17 Prevailing Wage Rate: In accordance with The Texas Government Code, Title 10, Chapter 2258, Prevailing Wage Rates, the general prevailing wage rate has been determined for this locality for the craft or type of workman needed to execute work of a similar character of the project listed herein. The Contractor shall pay the prevailing wage rate in this locality to all his/her employees and

subcontractors performing work on this project, and in no event shall the Contractor pay less than the rate shown in the attached Prevailing Wage Information.

4.18 Specifications:

- 4.18.1 Successful vendor will have a minimum of one (1) employee holding a Class A Texas Air Conditioning & Refrigeration license, (1) employee holding a Class B Texas Air Conditioning & Refrigeration license, one (1) employee holding EPA Certification, Type 2 or Universal Type 2 or 3 certification, and one (1) helper.
- 4.18.2 In order to be considered a responsive bidder, vendor must furnish copies of each of the required licenses and certifications with bid:
 - 4.18.2.1 Texas Air Conditioning and Refrigeration Contractor's license, Class A
 - 4.18.2.2 Texas Air Conditioning and Refrigeration Contractor's license, Class B
 - 4.18.2.3 EPA Certification Type 2 or Universal Type 2 or 3
 - 4.18.2.4 EPA Certification on each mechanic that will work on Collin County Equipment.
- 4.18.3 If any changes and/or mechanics are added/deleted during the term of the contract, Contractor must provide such information to the Facilities Maintenance Department. **Contractor must provide a copy of HVAC License & Licenses of personnel.**
- 4.18.4 Contractor shall be responsible for obtaining and paying for all permits required. Contractor shall be reimbursed actual costs for such permits by Collin County provided that a paid receipt is attached to the Contractor's billing.
- 4.18.5 Successful vendor will have sufficient staffing/vehicles in order to provide service at more than one location, if requested. Locations may increase/decrease in number due to major construction projects throughout Collin County.
- 4.18.6 Successful contractor's staff/vehicles shall have radio communications, cell phone to ensure communications can be made for problems that arise.
- 4.18.7 Scope of each job requested will dictate the appropriate staffing level required for service.
- 4.18.8 Time shall begin once the crew arrives at the work site. There will be no charges for travel to and from the work site.
- 4.18.9 There will be no minimum charge on labor or parts.
- 4.18.10 All work shall meet all codes adopted by the state and cities within the boundaries of Collin County.
- 4.18.11 As-built informal plans and/or drawings are to be submitted to the Facilities Services Department by the Contractor, on any and all repairs upon completion.
- 4.18.12 Any and all work completed by the Contractor shall be reviewed and deemed acceptable by a member of the Facilities Services Department prior to payment. All work shall be performed as directed by the Facilities Services Department and shall meet all codes as required by the state and the city in which the work is being performed. Work found non-compliant with project plans and specifications shall be remedied by the Contractor at its own expense.
- 4.18.13 For any repair project with a cost of "over" \$500.00, Contractor must contact the Facilities Maintenance Department to obtain proper approval prior to making repairs. Collin County reserves the right to prepare a scope of work and require a quote from the Contractor with complete breakdown of material and labor costs. The County

- further reserves the right to supply all or part of the materials on any project. If required, Contractor agrees to provide pertinent bonds for each job quoted.
- 4.18.14 Payment to the Contractor for parts used on each service request will be reimbursed at actual cost, plus a percentage, provided that Contractor's invoice relative to such purchase is attached to the Contractor's billing.
- 4.18.15 Prior to the award of a contract, the lowest qualified vendor shall submit evidence of their financial responsibility, i.e., financial statements, experience, and possession of such equipment and tools as may be needed to perform all work in an expeditious, safe and satisfactory manner. Should the lowest qualified vendor fail to produce satisfaction to the county on any part of the foregoing points, they may be disqualified and the work awarded to the next low qualifying vendor.
- 4.18.16 When modifying or renovating existing HVAC equipment, any and all related work associated with the Energy Management Systems must be completed by a designated EMS vendor. Collin County Facilities will provide the name, address, phone number, and contact of the vendor that applies to a particular system. The EMS vendor will be responsible for all installation, programming and reprogramming to make all modified HVAC systems compatible with existing EMS systems.
- 4.18.17 Original invoices must be sent to the Collin County Auditor, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071, email: accountspayable@collincountytx.gov. Copies of all invoices must also be sent to Facilities Maintenance, 4600 Community Ave., McKinney, Texas 75071. Vendor must indicate on all invoices the amount of refrigerant used/reclaimed/recycled for each job. Invoices must have breakdown by technicians, parts and supplies used on each job.
- 4.18.18 The personnel responding to service requests from the Facilities Maintenance Department must be capable of working on a variety of different HVAC systems, as listed below:
- 4.18.18.1 1DX split air conditioning units for all refrigerants, 1.5 to 7.5 tons in size with up flow or horizontal flow, air handling units with natural gas or electric heat with electronic thermostats (Trane, carrier, York, Lennox, Comfortmaker, Armstrong, Goodman, Bryant, Heil, ArcoAir).
- 4.18.18.2 DX heat pump split air conditioning units for all refrigerants, 1.5 to 15 tons in size, with up flow or horizontal flow air handling units, electric emergency heat, electronic thermostats (Trane, Carrier, Lennox).
- 4.18.18.3 Roof top DX package air conditioning units for all refrigerants, 5 ton to 15 tons in size, gas or electric heat, outside air economizer, powered exhaust, electronic thermostats (Trane, Carrier).
- 4.18.18.4 Roof top DX, heat pump package air conditioning units for all refrigerants, 5 ton to 15 tons in size, with natural gas or electric emergency heat, outside air economizer with electronic thermostats (Trane, Carrier).
- 4.18.18.5 Natural gas hot water boilers for comfort heating and domestic heating water – most boilers size is approximate 1,200,000 BTUH (Raypac, Lochinvar).
- 4.18.18.6 Forced air natural gas heaters approximate size 300,000 BTU to 400,000 BTU, electronic ignition or standing pilot (Dayton, Reverbray).
- 4.18.18.7 Fire tube boilers 32,000 MBH (Clever-Brooks).
- 4.18.18.8 Cooling towers, 600 ton to 1200 ton (Marley, Ceramic, BAC).

4.18.18.9 Water-cooled split and package units 2.5 to 4 ton (Liebert).

4.18.18.10 Constant volume air handling units (Mammoth, Temptrol).

4.18.18.11 Variable volume air handling units (Carrier).

4.18.19 Subcontractors – Contractor shall state names of all subcontractors and the type of work they will be performing. If a Contractor fails to specify a subcontractor, then he shall be deemed to have agreed that he is fully qualified to perform the contract himself, and that he will fully perform the contract himself.

No Contractor whose bid is accepted shall (a) substitute any subcontractor, or (b) permit a subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid without approval in writing from the Collin County Purchasing Department.

The successful Contractor further agrees that Collin County and its agents, servants and employees shall not be liable for any loss or damage resulting from personal injury, physical loss, harassment of or discrimination against employee or other violations of the provisions of this contract occasioned by the acts or omissions of the successful Contractor's sub-contractors, their agents or employees. The indemnification provisions of this contract shall apply to all sub-contractors.

Location Addresses

900 Building

900 East Park Blvd.
Plano, TX 75074

920 Building

920 East Park Blvd.
Plano, TX 75074

Animal Shelter

4750 Community Ave.
McKinney, Texas 75071

Bloomdale Courthouse

2100 Bloomdale
McKinney, TX 75071

Celina Radio Tower

9165 CR 101
Celina, TX 75009

Central Plant

4600 Community Ave.
McKinney, Texas 75071

Copeville Radio Tower

5528 FM 1778
Farmersville, TX 75442

Elections

2010 Redbud Blvd, Suite 102
McKinney, TX 75069

Health Care Annex

825 N. McDonald
McKinney, Texas 75069

Jack Hatchell Administration Building

2300 Bloomdale
McKinney, TX 75071

JJAEP

4650 Community Ave.
McKinney, Texas 75071

JP-2 – Farmersville

406 Raymond St, Suite A
Farmersville, TX 75442

J.P.-2/Constable 4– Frisco
8585 John Wesley Dr., Ste. 130
Frisco, TX 75034

Justice Center
4300 Community Ave.
McKinney, Texas 75071

- Collin County Sheriff's Administration
4300 Community Ave.
McKinney, Texas 75071
- Collin County Detention Center
4300 Community Ave.
McKinney, Texas 75071

Juvenile Detention
4700 Community Ave.
McKinney, Texas 75071

Medical Examiner
700-B Wilmeth Road
McKinney, Texas 75069

Minimum Security
4800 Community Ave.
McKinney, Texas 75071

Myers Park
7117 County Road 166
McKinney, Texas 75071

- Haggard House
7117 County Road 166
McKinney, Texas 75071
- The Landing
7117 County Road 166
McKinney, Texas 75071

Post Office Museum
105 Chestnut
McKinney, TX 75071

Public Works Service Center
700-A Wilmeth Road
McKinney, Texas 75069

- Farmersville Public Works Barn
1269 Hwy. 78 North

Farmersville, Texas 75442

- Public Works Red Barn
700 A Wilmeth Road
McKinney, Texas 75069

Verona Radio Tower

8499 CR 502
Blue Ridge, TX 75424

Wylie WIC

303 S. Highway 78, Suite 103/104
Wylie, Texas 75098

PREVAILING WAGE RATE

General Decision Number: TX170289 11/03/2017 TX289

Superseded General Decision Number: TX20160289

State: Texas

Construction Type: Building

County: Collin County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/06/2017 |
| 1 | 01/27/2017 |
| 2 | 04/07/2017 |
| 3 | 04/14/2017 |
| 4 | 08/25/2017 |
| 5 | 09/08/2017 |
| 6 | 11/03/2017 |

ASBE0021-011 06/01/2016

| | Rates | Fringes |
|--|----------|---------|
| ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation).... | \$ 24.32 | 7.52 |

BOIL0074-003 01/01/2017

| | Rates | Fringes |
|------------------|----------|---------|
| BOILERMAKER..... | \$ 28.00 | 22.35 |

CARP1421-002 04/01/2016

| | Rates | Fringes |
|-----------------|----------|---------|
| MILLWRIGHT..... | \$ 26.60 | 8.65 |

 ELEV0021-006 01/01/2017

| | Rates | Fringes |
|------------------------|----------|------------|
| ELEVATOR MECHANIC..... | \$ 38.77 | 31.585+a+b |

FOOTNOTES:

A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

B. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Veterans Day.

 ENGI0178-005 06/01/2014

| | Rates | Fringes |
|--|----------|---------|
| POWER EQUIPMENT OPERATOR | | |
| (1) Tower Crane..... | \$ 29.00 | 10.60 |
| (2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above..... | \$ 28.75 | 10.60 |
| (3) Hydraulic cranes 59 Tons and under..... | \$ 27.50 | 10.60 |

 IRON0263-005 06/01/2017

| | Rates | Fringes |
|--|----------|---------|
| IRONWORKER (ORNAMENTAL AND STRUCTURAL)..... | \$ 23.25 | 7.32 |

 * PLUM0100-005 11/01/2017

| | Rates | Fringes |
|--|----------|---------|
| HVAC MECHANIC (HVAC Unit Installation Only)..... | \$ 30.84 | 11.51 |
| PIPEFITTER (Excludes HVAC Pipe Installation)..... | \$ 30.84 | 11.51 |

 SUTX2014-015 07/21/2014

| | Rates | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 21.06 | 0.00 |

CARPENTER, Excludes Drywall

| | | |
|--|----------|------|
| Hanging, Form Work, and Metal Stud Installation..... | \$ 15.78 | 0.00 |
| CAULKER..... | \$ 15.16 | 0.00 |
| CEMENT MASON/CONCRETE FINISHER.... | \$ 13.04 | 0.00 |
| DRYWALL HANGER AND METAL STUD INSTALLER..... | \$ 13.00 | 0.00 |
| ELECTRICIAN (Alarm Installation Only)..... | \$ 20.93 | 3.86 |
| ELECTRICIAN (Communication Technician Only)..... | \$ 15.35 | 1.39 |
| ELECTRICIAN (Low Voltage Wiring Only)..... | \$ 17.04 | 1.39 |
| ELECTRICIAN, Excludes Low Voltage Wiring and Installation of Alarms/Sound and Communication Systems..... | \$ 20.01 | 2.69 |
| FORM WORKER..... | \$ 11.89 | 0.00 |
| GLAZIER..... | \$ 16.46 | 3.94 |
| HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine)..... | \$ 10.04 | 2.31 |
| INSTALLER - SIDING (METAL/ALUMINUM/VINYL)..... | \$ 14.74 | 0.00 |
| INSTALLER - SIGN..... | \$ 15.50 | 0.00 |
| INSULATOR - BATT..... | \$ 13.00 | 0.00 |
| IRONWORKER, REINFORCING..... | \$ 12.29 | 0.00 |
| LABORER: Common or General..... | \$ 10.52 | 0.00 |
| LABORER: Mason Tender - Brick.... | \$ 10.54 | 0.00 |
| LABORER: Mason Tender - Cement/Concrete..... | \$ 10.93 | 0.00 |
| LABORER: Pipelayer..... | \$ 13.00 | 0.35 |
| LABORER: Plaster Tender..... | \$ 12.22 | 0.00 |
| LABORER: Roof Tearoff..... | \$ 11.28 | 0.00 |
| LABORER: Landscape and Irrigation..... | \$ 10.55 | 0.00 |
| LATHER..... | \$ 16.00 | 0.00 |

| | | |
|---|----------|------|
| OPERATOR: | | |
| Backhoe/Excavator/Trackhoe..... | \$ 12.83 | 0.00 |
| OPERATOR: Bobcat/Skid | | |
| Steer/Skid Loader..... | \$ 13.93 | 0.00 |
| OPERATOR: Bulldozer..... | \$ 18.29 | 1.31 |
| OPERATOR: Drill..... | \$ 15.69 | 0.50 |
| OPERATOR: Forklift..... | \$ 13.21 | 0.81 |
| OPERATOR: Grader/Blade..... | \$ 13.03 | 0.00 |
| OPERATOR: Loader..... | \$ 13.46 | 0.85 |
| OPERATOR: Mechanic..... | \$ 17.52 | 3.33 |
| OPERATOR: Paver (Asphalt, Aggregate, and Concrete)..... | \$ 18.44 | 0.00 |
| OPERATOR: Roller..... | \$ 15.04 | 0.00 |
| PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping..... | \$ 13.35 | 5.10 |
| PAINTER: Drywall Finishing/Taping Only..... | \$ 14.24 | 3.83 |
| PIPEFITTER (HVAC Pipe Installation Only)..... | \$ 20.45 | 4.00 |
| PLASTERER..... | \$ 16.58 | 0.00 |
| PLUMBER, Excludes HVAC Pipe Installation..... | \$ 22.46 | 4.06 |
| ROOFER..... | \$ 17.19 | 0.00 |
| SHEET METAL WORKER (HVAC Duct Installation Only)..... | \$ 21.13 | 4.79 |
| SHEET METAL WORKER, Excludes HVAC Duct Installation..... | \$ 24.88 | 5.97 |
| SPRINKLER FITTER (Fire Sprinklers)..... | \$ 37.50 | 0.00 |
| TILE FINISHER..... | \$ 11.22 | 0.00 |
| TILE SETTER..... | \$ 14.25 | 0.00 |
| TRUCK DRIVER: 1/Single Axle Truck..... | \$ 16.00 | 0.81 |

| | | |
|--|----------|------|
| TRUCK DRIVER: Dump Truck..... | \$ 12.39 | 1.18 |
| TRUCK DRIVER: Flatbed Truck..... | \$ 19.65 | 8.57 |
| TRUCK DRIVER: Semi-Trailer Truck..... | \$ 12.50 | 0.00 |
| TRUCK DRIVER: Water Truck..... | \$ 12.00 | 4.11 |

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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_form
s.htm](http://www.ethics.state.tx.us/filinginfo/conflict_form_s.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:

Facilities:

Dan James – Director of Facilities

Laszlo Vadasz – Superintendent Facilities

Purchasing:

Michalyn Rains – Purchasing Agent, CPPO, CPPB

Michelle Charnoski – Assistant Purchasing Agent, CPPB

Lauren Higgins – 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

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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| | | | | | | | | | | | | |
| or | | | | | | | | | | | | |
| Employer identification number | | | | | | | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> </tr> </table> | | | | | | | | | | | | |
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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 ▶ |
|------------------|----------------------------|--------|

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.

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