



Collin County Purchasing

2021-234

Debris Monitoring Services

Issue Date: 6/8/2021

Questions Deadline: 6/22/2021 02:00 PM (CT)

Response Deadline: 7/8/2021 02:00 PM (CT)

Collin County Purchasing

Contact Information

Contact: Gina Zimmel Buyer II

Address: Purchasing
Admin. Building
Ste.3160
2300 Bloomdale Rd.
Ste. 3160
McKinney, TX 75071

Email: [gzimmel@co.collin.tx.us](mailto:gzimmer@co.collin.tx.us)

Event Information

Number: 2021-234
Title: Debris Monitoring Services
Type: Request for Proposal - Other
Issue Date: 6/8/2021
Question Deadline: 6/22/2021 02:00 PM (CT)
Response Deadline: 7/8/2021 02:00 PM (CT)
Notes: ELECTRONIC SUBMISSIONS PREFERRED

Any questions regarding this solicitation should be entered under the "Questions" tab.

Collin County, Texas is requesting proposals from qualified individuals/firms for a stand-by contract to provide comprehensive debris monitoring services. Work under this proposal will be utilized on an "as needed" basis.

Ship To Information

Address: See Purchase Order
McKinney, TX 75071

Billing Information

Address: Auditor
Admin. Building
Ste. 3100
2300 Bloomdale Rd.
Ste. 3100
McKinney, TX 75071

Bid Attachments

General_Instructions_Proposals.docx

General Instructions - Proposals

[View Online](#)

Terms_of_Contract_Proposals_-_2.10.21.docx

Terms of Contract - Proposals

[View Online](#)

2021-234 Debris Monitoring.3.docx

Specifications & Scope of Service

[View Online](#)

Attachment A - Pricing.xlsx

Attachment A - Pricing

[View Online](#)

Attachment B - Subcontractor Listing Form.pdf

Attachment B - Subcontractor Listing Form

[View Online](#)

Attachment C - References.docx

Attachment C - References

[View Online](#)

Attachment D - Statement of Offeror Qualifications.docx

Attachment D - Statement of Offeror Qualifications

[View Online](#)

Attachment E - Performance Bond.pdf

Attachment E - Performance Bond

[View Online](#)

Attachment F - Payment Bond.pdf

Attachment F - Payment Bond

[View Online](#)

Attachment G - Federal Standards & Requirements.docx

Attachment G - Federal Standards & Requirements

[View Online](#)

Attachment H- Minimum Insurance Requirements.docx

Attachment H- Minimum Insurance Requirements

[View Online](#)

Attachment I - Required Contract Provisions.pdf

Attachment I - Required Contract Provision

[View Online](#)

Attachment J - CPI-W Price.pdf

Attachment J - CPI-W Price

[View Online](#)

Attachment K - Position Titles.pdf

Attachment K - Position Titles

[View Online](#)

Attachment L - Conflict of Interest Questionnaire.pdf

Attachment L - Conflict of Interest Questionnaire

[View Online](#)

Attachment M - Contractor Profile - only if awarded.docx

Attachment M - Contractor Profile (only if awarded)

[View Online](#)

EXHIBIT 1 SampleContractServices with watermark.pdf

Exhibit 1 - Sample contract

[View Online](#)

Information Regarding Conflict of Interest Questionnaire.docx

Information Regarding Conflict of Interest Questionnaire

[View Online](#)

W-9.pdf

W-9

[View Online](#)

Requested Attachments

Attachment B - Subcontractor Listing Form

(Attachment required)

Attachment C - References

(Attachment required)

Proposal

(Attachment required)

Attachment A - Pricing Response

(Attachment required)

W-9

(Attachment required)

Attachment D - Statement of Offeror Qualifications

(Attachment required)

Attachment I - Required Contract Provisions

(Attachment required)

Attachment J - CPI-W Price

(Attachment required)

Attachment L - Conflict of Interest Questionnaire

Only if applicable

Attachment K - Position Titles

(Attachment required)

Letter of Guarantee (Proof of Bonding Capacity)

(Attachment required)

Offeror must attach letter issued by Surety (See Specifications, General Provisions, G3)

Bid Attributes

1 eBid Notice

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. Please initial.

(Required: Maximum 1000 characters allowed)

2 Contact Information

List the contact name, email address and phone number of the main person(s) Collin County should contact in reference to this solicitation. Contact(s) shall be duly authorized by the company, corporation, firm, partnership or individual to respond to any questions, clarification, and or offers in response to this solicitation.

(Required: Maximum 4000 characters allowed)

3 Solicitation Submittals

In an effort to avoid person-to-person interaction to comply with the latest Order issued to prevent the spread of COVID-19, Collin County Purchasing will temporarily only accept IFB, RFP, RFQ and Quote submittals electronically in Ionwave (eBid) or via parcel carrier until further notice. Please do not deliver your solicitation response in person. All bid openings will be completed on schedule and witnessed by Collin County Purchasing staff to ensure all procurement statutes, policies and state laws are followed. Please initial.

(Required: Maximum 1000 characters allowed)

4 Exceptions

Do you take exceptions to the specifications. If so, by separate attachment, please state your exceptions on Attachment F.

Yes No

(Required: Check only one)

5 Insurance Acknowledgement

I understand that the insurance requirements of this solicitation are required and are included in the submitted pricing. 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: Maximum 1000 characters allowed)

6 Bonding Requirement Acknowledgement

I understand that the bonding requirements of this solicitation are required and are included in the submitted pricing. A bond certificate (payment, performance, and/or maintenance) as stated in the specification document shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract. Please initial.

(Required: Maximum 1000 characters allowed)

7 Subcontractors

Offeror must complete and submit the Subcontractor Listing Form, included as Attachment K, under Response Attachments tab. Use additional pages if necessary. If you are fully qualified to self-perform the entire contract, select that option on the form. Please initial.

(Required: Maximum 4000 characters allowed)

8 Reference No. 1

List a company or governmental agency, other than Collin County, where these same/like products /services, as stated herein, have been provided. Texas references preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.

(Required: Maximum 4000 characters allowed)

9 Reference No. 2

List a company or governmental agency, other than Collin County, where these same/like products /services, as stated herein, have been provided. Texas references preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.

(Required: Maximum 4000 characters allowed)

**1
0 Reference No. 3**

List a company or governmental agency, other than Collin County, where these same/like products /services, as stated herein, have been provided. Texas references preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.

(Required: Maximum 4000 characters allowed)

**1
1 Reference No. 4**

List a company or governmental agency, other than Collin County, where these same/like products /services, as stated herein, have been provided. Texas references preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.

(Required: Maximum 4000 characters allowed)

**1
2 Reference No. 5**

List a company or governmental agency, other than Collin County, where these same/like products /services, as stated herein, have been provided. Texas references preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.

(Required: Maximum 4000 characters allowed)

**1
3** **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. Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded, under the same terms and conditions?

Yes No

(Required: Check only one)

**1
4** **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). 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.

(Required: Maximum 4000 characters allowed)

**1
5** **Debarment Certification**

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

(Required: Maximum 1000 characters allowed)

**1
6** **Immigration and Reform Act**

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

(Required: Maximum 1000 characters allowed)

17 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. Please initial.

(Required: Maximum 1000 characters allowed)

18 Anti-Collusion Statement

Bidder certifies that its Bid/Proposal is made without prior 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.

(Required: Maximum 1000 characters allowed)

19 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. Please initial.

(Required: Maximum 1000 characters allowed)

20 Notification Survey

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?

- Plano Star Courier Plan Room Collin County eBid Notification Collin County Website
 Other

(Required: Check only one)

2
1 **Proposer Acknowledgement**

Proposer acknowledges, understands the specifications, any and all addenda, and agrees to the proposal terms and conditions and can provide the minimum requirements stated herein. Offeror 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 Proposal submittal resulting from Proposer's failure to do so. Proposer acknowledges the prices submitted in this Proposal have been carefully reviewed and are submitted as correct and final. If Proposal is accepted, vendor further certifies and agrees to furnish any and all products/services upon which prices are extended at the price submitted, and upon conditions in the specifications of the Request for Proposal. Please initial.

(Required: Maximum 1000 characters allowed)

2
2 **Cooperative Contract Name**

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.

(Required: Maximum 4000 characters allowed)

2
3 **Cooperative Contract Number**

State the cooperative contract number this quote is offered under. If none, answer N/A.

(Required: Maximum 4000 characters allowed)

2
4 **Cooperative Contract Website**

Please provide the website URL for the cooperative contract this quote is offered under. If none, answer N/A.

(Required: Maximum 1000 characters allowed)

Bid Lines

1 **Submit your pricing on Attachment A - Pricing Schedule**
(Line excluded from response total)

Supplier Notes: _____

Additional notes
(Attach separate sheet)

1.0 GENERAL INSTRUCTIONS

1.0.1 Definitions

1.0.1.1 Offeror: refers to submitter.

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

1.0.1.3 Submittal: refers to those documents required to be submitted to Collin County, by an Offeror.

1.0.1.4 RFP: refers to Request for Proposal.

1.0.1.5 CSP: refers to Competitive Sealed Proposal

1.1 If Offeror 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 submittal non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.

1.5 A submittal may not be withdrawn or canceled by the offeror 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 Proposals/Submittals for any or all products and/or services covered in a Request For Proposal (RFP) and Competitive Sealed Proposal (CSP), 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 RFP's and CSP's submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the RFP/CSP 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. RFP's and CSP's may be submitted in electronic format via Collin County eBid.

1.9 All Request for Proposals (RFP) and Competitive Sealed Proposals (CSP) 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 RFP and/or CSP.

1.10 Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all Request for Proposals (RFP) and Competitive Sealed Proposals (CSP) submitted in hard copy paper form. RFP's, and CSP'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 RFP/CSP, 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 a Request for Proposal or Competitive Sealed Proposal 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 the date specified in the solicitation. 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 RFP/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://collincountytx.ionwave.net/>, telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Offeror's receipt of any addenda issued. 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 Offerors taking exception to the specifications shall do so at their own risk. By offering substitutions, Offeror shall state these exceptions in the section provided in the RFP/CSP 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.

1.18 Minimum Standards for Responsible Prospective Offerors: A prospective Offeror must meet the following minimum requirements:

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

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

1.18.3 have a satisfactory record of performance;

1.18.4 have a satisfactory record of integrity and ethics;

1.18.5 be otherwise qualified and eligible to receive an award.

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

1.20 Vendor shall bear any/all costs associated with it's preparation of a RFP/CSP submittal.

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 offerors during the solicitation process is subject to release under the Act.

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

1.23 Interlocal Agreement: Successful Offeror 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. Delivery to governmental entities located within Collin County will be at no additional charge or as otherwise provided for in the award document. Delivery charges, if any, for governmental entities located outside of Collin County shall be negotiated between the Vendor and each governmental entity.

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 offeror upon award of the contract and, according to state law; all bids received will be available for inspection at that time.

1.25 Offeror 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 proposal, 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 an Amendment.

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 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 Proposals 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 RFP/CSP 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 proposal price. All components required to render the item complete, installed and operational shall be included in the total proposal 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 Collin County prior to access being granted to Collin County facilities. Upon request, Vendor/Contractor/Provider shall provide list of individuals to the 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 Offeror 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 proposal submission and time of award, the Offeror 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/Engineer 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 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.

2.38 Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

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

SPECIFICATIONS & SCOPE OF SERVICE

I. GENERAL PROVISIONS

- A. **AUTHORIZATION:** By order of the Commissioners Court of Collin County, Texas sealed proposals will be received for **RFP 2021-234 Debris Monitoring Services**.

- B. **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 arise past the end of the current Collin County fiscal year shall be subject to budget approval.

Collin County anticipates that all or partial funding for the project subject to this RFP will consist of federal grant funding. As such, in submitting a Proposal, Offeror acknowledges and is responsible for ensuring compliance with the general procurement standards applicable to Contractors, as detailed in 2 CFR 200. Any Contract awarded pursuant to this RFP shall include all required contract clauses for services and work associated with this project, and the selected Offeror shall include the applicable clauses in its subcontracts (see 2 CFR 200, Appendix II, and Attachment I, *Required Contract Provisions*).

Offeror must also complete and return Attachment G, *Certification of Compliance with Federal Standards & Requirements*, certifying its compliance with and understanding of its responsibility to ensure compliance with federal regulations. Failure to include the signed *Certification of Compliance with Federal Standards & Requirements* (Attachment G) document with the Proposal submission may deem the Proposal as non-responsive. Failure to maintain compliance throughout the duration of the project or contract may be cause to terminate the contract.

Additionally, any contract entered into by the County that is to be paid in whole or in part from grant funds will be subject to termination for convenience by the County should grant funding become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract. Such termination will be without liability to the County, other than for payment of services rendered prior to the date of termination.

- C. **TERM:** Respondent(s) must include pricing for Services. It is proposed that if a contract is entered into as a result of the RFP, it will be a fixed price contract for twelve (12) months. Successful Respondent(s) will be awarded a contract, effective from date of award or notice to

proceed as determined by Collin County Purchasing. At Collin County's option and approval by the Respondent, the contract may be renewed for four (4) additional twelve (12) month periods, as further explained in Renewal Options.

- D. **PRICE ADJUSTMENT CLAUSE:** The bidder is to submit a bid that will be fixed for one (1) year. On each anniversary date of the contract, the Contractor may be granted an increase or decrease in their bid, dependent upon fluctuations on future pricing for labor revised according to Attachment J, CPI-W Based Price Adjustment Calculations. Renewal is subject to approval by Collin County Commissioners Court.
- E. **SECONDARY AWARD:** Collin County reserves the right to award a secondary vendor. Secondary vendors serve in a backup capacity only. In the event the primary is unable to honor the terms and conditions of the contract, the secondary Vendor may be called. The primary vendor is the first contact.
- F. **EXECUTION OF CONTRACT:** The person or persons, partnership, company, firm, association or corporation to whom a contract is awarded shall within ten (10) consecutive calendar days after such award, sign the necessary contract agreements and submit the required bonds entering into the required Contract with Collin County. No contract shall be binding on Collin County until it has been executed by the county or his/her duly authorized representative, and delivered to the Contractor.

Failure of the proposer to execute the required bonds or to sign the required Contract within ten (10) consecutive calendar days after the Contract is awarded, shall be considered by Collin County as abandonment of his/her Proposal, and Collin County may annul the award, at the county's discretion.

- G. **BOND REQUIREMENTS:** 2 CFR 200.325 mandates the minimum federal bonding requirements. However, Texas Government Code is more stringent, and provides for the requirements set forth below. Since the Texas Government Code requirements are more stringent than 2 CFR 200.325, compliance with the following requirements shall satisfy the federal bonding requirements.
1. **Bid Bond** - THERE IS "NO BID BOND" REQUIRED ON THIS PROJECT
 2. **Power of Attorney** - Attorney-in-fact who signs proposals or contract bonds must file with each bond a certified and current copy of the power of attorney.
 3. **Letter of Guarantee (Proof of Bonding Capacity)** - Contractor

shall submit with their proposal, proof of bonding capacity up to \$20,000,000. Submit proof of this coverage from your Surety on their letterhead. A certified letter verifying the continuing proof of bonding capacity may be requested throughout the contract term(s). Contractor must submit continuing proof of bonding capacity with ten (10) days of County request.

4. **Performance Bond and Payment Bond:** Successful Offeror may be required to furnish a performance and payment bond within ten (10) days after award of the Contract.
- a. If a contract is not a public works project and is expected to exceed \$50,000, a Performance Bond shall be executed in the amount of one hundred percent (100%) of the contract upon the faithful performance of the work in accordance with the plans, specifications, and contract documents. This bond shall be solely for the protection of Collin County (Attachment E)
 - b. For a contract in excess of \$25,000, a Payment Bond shall be executed in the amount of one hundred percent (100%) of the contract solely for the protection of all claimants supplying labor or furnishing the material used on this project. (Attachment F)
 - c. The Performance Bond and Payment Bond, if required, shall be delivered to the County Purchasing Office within ten (10) business days from receipt of notification of award after Collin County Commissioners' Court approval.

The cost for Bond premiums must be included in the Proposed Price.

- H. **CONFIDENTIAL or PROPRIETARY INFORMATION:** Collin County is subject to the Texas "Public Information Act," Texas Government Code Chapter 552. Contractors shall identify those portions of their proposals that they deem to be confidential, proprietary information or trade secrets. Contractors shall clearly indicate each and every section to which this applies. It is not sufficient to preface the entire proposal with a proprietary statement. State of Texas Attorney General retains the final authority as to the extent of material that is considered proprietary or confidential.
- I. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:** The following regulations shall apply to this contract opportunity. Offerors should refer to Attachment I, *Required Contract Provisions*, for more detailed information on the requirements and regulations applicable to this contract opportunity:
- 1. 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
 - 2. 24 CFR Part 570 – Community Development Block Grants
 - 3. Texas Local Government Code Section 262 – Purchasing

and Contracting Authority of Counties in Texas

4. Texas Local Government Code Section 271 – Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments
5. Texas Government Code Section 2156 – Purchasing Methods
6. Texas Government Code Section 2269 – Contracting and Delivery Procedures for Construction Projects
7. Collin County Purchasing Rules and Procedures
8. 24 CFR Part 135 – Economic Opportunities for Low- and Very Low- Income Persons, which implements Section 3 of the Housing and Urban Development Act of 1968.
9. Texas Health & Safety Code Section 361.426 – Governmental Entity Preference for Recycled Products
10. Offeror shall follow all Federal, State, and local laws, rules, codes, ordinances, and regulations applicable to Offeror's services.

J. **CONTRACTOR PROFILE**: The Contractor Profile form (Attachment M) must be completed and submitted by the Successful Offeror and any of its subcontractors, within fifteen (15) working days of Notice of Award.

K. **HUB / MWBE UTILIZATION COMMITMENT**: 2 CFR 200.321 requires that Contractors take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Contractors are required to facilitate Historically Underutilized Business (HUB) and/or Minority & Women-Owned Business Enterprise (MWBE) participation. Affirmative steps must include:

1. Placing qualified small and minority business and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

L. **HISTORICALLY UNDERUTILIZED BUSINESSES**: The State of Texas identifies any business at least 51 percent owned by an Asian Pacific American,

Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, who reside in Texas and actively participate in the control, operations and management of the entity's affairs as a Historically Underutilized Business (also considered MWBE)

M. RESPONSIBILITY REVIEW: Collin County shall conduct research to determine that an Offeror is responsible. Some methods to determine responsibility include:

- Compliance with Delivery and Performance Schedules: The County may request information on other active contracts Offeror is performing and verify the status with those buyers;
- Performance Record: The County may require Offeror to submit contact information for recent contracts they have performed for other customers and contact them to ascertain Offeror's quality of performance, including timeliness of delivery/completion, quality of work, compliance with terms and conditions of the contract, and cost control, if applicable.
- Integrity and Business Ethics: The County may check local offices of Code Compliance and Business Licenses or other regulatory agencies for business ethics record and compliance with public policy. The County may verify Offeror's, and Offeror's subcontractors, compliance with payments, wage rates, and affirmative action requirements with other customers and with applicable State and Federal Government offices, e.g., DOL Wage and Hour Division;
- Necessary Organization, Experience, Operational Controls, and Technical Skills: The County may verify experience with other customers, request copies of audits, or verify that necessary personnel will be available to work on the County's contract; and
- Necessary Production and Technical Equipment and Facilities: The County may request evidence that Offeror has all the equipment and facilities he/she will need or the capability to obtain them.

Offeror is responsible for determining the responsibility of their prospective subcontractors. Offeror shall submit the *Subcontractor Listing Form* (Attachment B) with its Proposal and provide information on any prospective subcontractors to be used. Determinations of prospective subcontractor responsibility may affect the County's determination of Offeror's responsibility. Offeror may be required to provide written evidence of a proposed subcontractor's responsibility.

The County may directly determine a prospective subcontractor's responsibility. In this case, the same standards used to determine Offeror responsibility shall be used by the County to determine subcontractor responsibility.

- N. **SUPPLEMENTAL MATERIALS:** Offeror is responsible for including all pertinent product data in the returned Proposal package. Literature, brochures, data sheets, specification information, completed forms requested as part of the Qualifications package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which Offeror wishes to include as a condition of their Proposal, must also be in the returned Proposal package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire Proposal.
- O. **REGULATORY REQUIREMENTS & PERMITS:** Successful Offeror shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and codes. Successful Offeror shall identify, prepare and/or obtain all licenses, documentation, coordination, testing, inspections, plans, reports, forms, and permits required to provide the services identified under this RFP, and as required by Local, State, and Federal Agencies, Departments, Boards, and Commissions at his/her own expense. Successful Offeror shall be responsible for supplying necessary reports and studies (if applicable) to the agencies as required and provide responses to their comments, as necessary.

II. PROPOSAL FORMAT AND CONTENT

- A. Offeror shall adhere to the instructions in this request for proposal on preparing and submitting the proposal. If contractor does not follow instructions regarding proposal format, points will be deducted during the evaluation process.

Proposals may be submitted online via <http://collincountytx.ionwave.net> or submitted via CD-ROM or Flash Drive. ELECTRONIC SUBMISSIONS ARE PREFERRED. (See "Response Attachments" tab on Ionwave to attach documents electronically.)

If submitting manually, proposal shall be submitted in a sealed envelope or box with RFP name, number, and name of firm printed on the outside of the envelope or box. One (1) original of the Proposal and three (3) copies should be submitted. Manual submittals shall be sent/delivered to the following address and shall be received prior to the date/time for opening:

Collin County Purchasing
2300 Bloomdale, Suite 3160
McKinney, TX 75071

Paper copies shall be printed on letter size (8½" x 11") and assembled using spiral type bindings, staples, or binder clips. Do not use metal-ring hard cover binders. Manual submittals shall include an electronic copy in a searchable format.

Sections and sub-sections identified appropriately. Graphic illustrations (including organizational charts and maps) may be shown on 11" x 17" paper provided it is folded to 8-1/2" x 11" and will count as one (1) page. Required submittals (a-i), résumés, contribution to local economy information and

project references, however, will not be included in the page count. Proposal narratives do not have a page limit restriction. An appendix may be provided that includes résumés and examples of relevant work experience. The Proposal narrative and appendices should be bound together in a single submittal.

It shall be the responsibility of the contractor to insure their proposal reaches Collin County Purchasing prior to the date/time for the opening no matter which submission method is used.

- B.** The proposal should be divided into the following sections with references to all parts of this Request for Proposal (RFP) done on a section #/letter basis in the following order: 1; 2; 3a-m; 4a-e; 5a-h; 6; 7; 8; 9; 10; 11; 12; 13; 14; and 15.

- 1. Cover Page: Offeror must complete and submit the Cover Page for this RFP, providing their Company Name.**

- 2. Firm Experience & Qualifications**

Offeror must describe the overall qualifications of its firm to complete the scope of services as described. Offeror must describe the specific relevant successful experience of the firm and, if applicable, that of each subcontractor. Include a thorough description of other relevant projects, which demonstrate the firm's past performance and ability to carry out the Scope of Services similar to the one described in this RFP. Offerors should provide a minimum of three (3) recent examples of similar projects completed on time and on budget. Offerors should demonstrate specialized experience or technical expertise in connection with the Scope of Services to be provided and in consideration of the complexity of the project. Specific experience or qualifications required under this RFP include:

- a.** Offeror shall provide confirmation they shall have on staff at least two (2) project managers that participated in domestic debris monitoring services/public assistance services for at least three (3) storm events (rain or wind)
- b.** Offeror shall provide confirmation they are able to mobilize in Collin County within twenty-four (24) hours of notification of an imminent disaster.
- c.** Offeror shall provide confirmation they have a minimum of forty-five (45) trained disaster recovery personnel on staff
- d.** Offeror must have worked as a debris monitor on behalf of a state or local government for at least four (4) separate domestic recovery efforts in response to rain or wind events.

- Provide information on these events.
- e. Offeror must provide proof of understanding of Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) guidelines for debris monitoring and public assistance.
 - f. Offeror must complete the *References* form, (Attachment C) and provide the organization's name, contact information, and the services provided to that organization.
 - g. Offeror must also complete the *Statement of Offeror Qualifications* form (Attachment D). Responses should be as thorough and definitive as possible. Indicate if there are certain conditions or circumstances that may change Offeror's response. List any licenses or certifications related to the scope or work described in this RFP. State if the Service Provider does not have any related or applicable licenses or certifications.
 - h. If design work is involved, Offeror must provide evidence that the Architectural/Engineering firm (whether that be the Offeror or its subcontractor) is currently registered in the State of Texas and carries Errors and Omissions insurance. (Note that this is a yes or no criterion: if the answer is no, the firm is disqualified, not point-scored).
 - i. Include Form SF-330 – Architect-Engineer Qualifications (If applicable: Offeror must complete and submit this form for any work requiring Architects or Engineers, which can be downloaded at: <https://www.gsa.gov/forms-library/architect-engineer-qualifications>. If applicable, Offerors must submit a completed *Form SF-330 – Architect-Engineer Qualifications* for each of the subcontractors proposed to be used in the completion of the Contract. (Collin Conty must approve the actual subcontractors prior to their use.)
 - j. Specialized experience or technical expertise in connection with the scope of services to be provided and complexity of the project, which includes a thorough description of other successful projects that demonstrate the firm's ability to carry out the scope of services.
 - k. Successful past performance in terms of cost control, conformance to contract requirements, quality of work, and compliance with performance schedules.
 - l. A clear understanding of, and ability to comply with, state, federal, and grant funding requirements as defined in this RFP.
 - m. Safety record

3. Firm Capacity & Resources

- a. Offeror must demonstrate ability to provide personnel, managerial, and other resources as and when required to meet the project's objectives.

- b.** Offeror must demonstrate its overall staffing size and capacity of the organization to perform the work within time limitations, taking into consideration the current and projected planned workloads of the firm.
- c.** Offeror must provide a summary/matrix of the staff identified/designated to support Collin County, and must demonstrate clear understanding of an effective organizational approach to the management of multiple concurrent projects for the stated Scope of Services.
- d.** Offeror must establish that it has sufficient financial strength, resources and capability to accomplish and finance the work in a satisfactory manner.
- e.** Offeror shall submit with their proposal, a Letter of Guarantee (Proof of Bonding Capacity) up to \$20,000,000. Submit proof of this coverage from your Surety on their letterhead.

After Proposals are opened but prior to Award, Offeror may be required to submit, upon request, the following:

- f.** *Provide the most recent audited financial statement including your organization's latest balance sheet and income statement.*
- g.** *Provide name and address of firm preparing the attached financial statement, and the date thereof.*
- h.** *List Offeror's total annual billings for each of the past five (5) calendar years.*
- i.** *Financial references*
- j.** *Financial statements that include a balance sheet, audited annual statement, and income statement.*

Failure to submit additional requested documentation, within the requested time period, may deem your firm non-responsive.

- 4. **Organization & Project Methodology:**** Provide résumés for the project manager, operations manager and other key personnel proposed for this program.

Provide a detailed project execution plan, or methodology, that discusses principles, practices, and procedures to be used by Offeror in implementing associated work for this project.

- a.** A Plan to activate and maintain services
- b.** Mobilization, or the time required to have a team in place once the Purchase Order has been issued
- c.** Identification of which skills would be performed by Offeror and

by any required subcontractors.

- d. Information regarding the method that is used to qualify a subcontractor as satisfactory.
 - e. A project organization chart detailing the team to be assigned to Collin County that shows the chain of command, and the role and responsibility of each member. (The successful Offeror shall keep Collin County up to date with a revised organization chart each time there is a significant change.)
 - f. Description of the firm's philosophy, approach(es) and preferred methods for meeting requirements and/or deliverables of this Request for Proposal.
 - g. Reporting capabilities of the firm, including monthly management reports, comprehensive invoicing, notification, and electronic capabilities. Include any standard reporting forms provided to the customer, and additional programs or services available to customers.
 - h. Provide a list of lawsuits the vendor has been a part to during any of the three (3) years preceding the date of this proposal and any pending lawsuits or Federal, State, or Local government violations under investigation. This list should identify easy case by name, case number, and court in which it was filed, as applicable. The vendor shall include a brief description of the nature of the case and any particulars it considers relevant. The County shall retain its right to disqualify a vendor based on legal history.
5. **Certificate of Interested Parties (Form 1295):** Pursuant to Texas Government Code § 2252.908, Offerors must complete and submit Form 1295, *Certificate of Interested Parties*, prior to the proposal deadline using the following website:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.
Offerors must file Form 1295 electronically with the Texas Ethics Commission using the online filing application, and then print a copy of the form filed with the Commission and submit the signed copy with their Proposal.
6. **Offeror and Subcontractor Licensing/Certifications:** Offeror must submit any applicable licensing and/or certifications required for the completion of the scope of services under this RFP
7. **Subcontractor Listing Form (Attachment B)**
8. **Certification of Compliance with Federal Standards & Requirements (Attachment G)**
9. **Conflict of Interest Questionnaire:** Offerors who enter or seek to enter into a contract with Collin County must disclose Offeror's or its employees' affiliation, business relationship, employment, family relationship, or provision of gifts that might cause a conflict of interest with Collin County.(Attachment L)

10. **Statement of Conflicts:** A statement of conflicts the Offeror or key employees may have regarding these services.
11. **System for Award Management results:**– Offeror must include verification that your company as well as the company’s principal is not debarred through the System for Award Management (www.SAM.gov) Offeror must enclose a print out of the search results that includes the record date.
12. **Sample Insurance Certificate** – Offeror must provide a sample Insurance Certificate which adheres to the Minimum Insurance Requirements (Attachment H) (does not supersede the “Hold Harmless” provision).
13. **Pricing Schedule** (Attachment A)

III. EVALUATION METHOD.

- A. The award of the contract shall be made to the responsible contractor, who proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other factors set forth in the Request for Proposals in accordance with Vernon’s Texas Code Annotated, Local Government 262.030.

The Evaluation Committee will review all proposals by the Opening date and time as part of a documented evaluation process. For each decision point in the process, the County will evaluate contractors according to specific criteria and will elevate a certain number of contractors to compete against each other. The proposals will be evaluated on the following criteria.

The County will use a competitive process based on “selection levels.” The County recognizes that if a contractor fails to meet expectations during any part of the process, it reserves the right to proceed with the remaining contractors or to elevate a contractor that was not elevated before. The selection levels are described in the following:

B. LEVEL 1 – Conformance with Mandatory Requirements

The first part of the elevation process is to validate the completeness of the proposal and ensure that all the RFP guidelines and submittal requirements are met. At the County’s discretion, proposers may be contacted to submit clarifications or additional information within two (2) business days. Criteria assessed during Level 1:

- Conformance with RFP guidelines and submittal requirements.

C. LEVEL 2 – Detailed Proposal Assessment

The Evaluation Committee will conduct a detailed assessment of all proposals elevated to this level. Proposals elevated to Level 2 may be asked to respond in writing to issues and questions raised by the County, as well as any other cost

and implementation planning considerations in the proposal. Proposals may earn up to 100 Points based on all evaluated criteria.

IV. EVALUATION CRITERIA FOR LEVEL 2

(See “III. Proposal Format, Section B” for referenced # and/or letter):

EVALUATION CRITERIA	MAXIMUM POINTS
<p>FIRM EXPERIENCE & QUALIFICATIONS</p> <ul style="list-style-type: none"> • Understanding the scope of the project • Ability to meet the qualifications and compliance requirements listed herein, including that firm meets the appropriate state licensing requirements to practice as an Architect/Engineer in Texas • Specialized experience or technical expertise in connection with the scope of services to be provided and complexity of the project, which includes a thorough description of other successful projects, that demonstrate the firm’s ability to carry out the scope of services. • Successful past performance in terms of cost control, conformance to contract requirements, quality of work, and compliance with performance schedules. • A clear understanding of, and ability to comply with, state, federal, and grant funding requirements as defined in this RFP. • Relevant staff experience and safety record 	<p>25</p>
<p>FIRM CAPACITY & RESOURCES</p> <ul style="list-style-type: none"> • Capability to provide services in a timely manner • Sufficient staffing size and capacity of the organization to perform the work within time limitations, taking into consideration the current and projected planned workload of the firm. • Ability to perform requested services for similar projects of scope and scale by providing three recent examples of projects completed on budget and on time. • Sufficient financial capacity and acceptable business practices. • Ability of vendor to work within government framework similar to Collin County. • Depth of staff at key levels • Bonding capacity 	<p>25</p>
<p>ORGANIZATION & PROJECT METHODOLOGY</p> <p>Firm sufficiently describes:</p> <ul style="list-style-type: none"> • How the services will be provided and how they will be supported. • Firm’s organization, project manager identification, quality assurance program, safety record, and reporting capabilities as applicable. • The approach that the firm will take to achieve the required collaboration, scheduling, and coordination required for this project. 	<p>20</p>

<ul style="list-style-type: none"> Firm's philosophy, approach(es) and preferred methods for meeting requirements and/or deliverables of this RFP. 	
PRICING	30

- A. It is anticipated that Collin County will elevate proposals scoring at least 70 points (70%) to Level 3.

V. LEVEL 3 – References, Demonstrations, and Interviews

- A. Contractors who are elevated to Level 3 will have their points combined from Level 2 for a maximum of 130 points total.
- B. The Evaluation Committee may hear oral presentations (if desired). Proposers are cautioned, however, that oral presentations are at the sole discretion of the committee and the committee is not obligated to request a demonstration or interview. The oral presentation is an opportunity for the Evaluation Committee to ask questions and seek clarification of the proposal submitted. The presentation is not meant as an opportunity for the proposer to simply provide generic background information about the corporation or its experience. Thus, the time will be structured with a minimum time for the proposer to present and the majority of time dedicated to addressing questions from the Evaluation Committee. The oral presentations, if held, will be scheduled accordingly and all presenting proposers will be notified of time and date. The County reserves the right to waive the demonstration and interview portion of Level 3 in the evaluation process.

The following criteria will be used to evaluate those proposers elevated:

EVALUATION CRITERIA	POINTS
<ul style="list-style-type: none"> Demonstration/Interview (optional) 	20
<ul style="list-style-type: none"> Client References: Proposer's past performance in providing similar services 	10
TOTAL POINTS	30

- C. Proposals may be re-evaluated based upon criteria in Level 2.

VI. LEVEL 4 – Best and Final Offer

Proposers who are susceptible of receiving award may be elevated to Level 4

for Best and Final Offer. Proposers may be asked to respond in writing to issues and questions raised by the County, as well as any other cost and implementation planning considerations in the proposal, and may be invited to present their responses on-site. Proposals may be re-evaluated based upon criteria in Level 2 and 3.

Based on the result of Best and Final Offer evaluation, proposer(s) will be identified as finalist(s) for contract negotiations. If a contract cannot be reached after a period of time deemed reasonable by the County, it reserves the right to contact any of the other proposers that have submitted proposals and enter into negotiations with them.

VI. SCOPE OF SERVICES & REQUIREMENTS

- A.** Collin County, Texas is requesting proposals from qualified individuals/firms for a stand-by contract to provide comprehensive debris monitoring services which will include services days prior to a known event impacting the County, during the seventy (70) hour push period, and during the recovery period. Work under this proposal will be utilized on an “as needed” basis or when a notice to proceed is given to the successful proposer(s).
- B.** The project(s) consists of successful Offeror furnishing all qualified personnel, supervision, services, materials, equipment, facilities, travel, overhead and incidentals necessary for debris monitoring services. The services to be performed by the Offeror may include, but are not limited to, the following:

The vendor shall provide comprehensive debris monitoring services which will include services days prior to a known event impacting the County, during the seventy (70) hour push period, and during the recovery period. Services provided will be in accordance with all applicable state and federal reimbursement guidelines, and is expected to be performed in a manner to maximize the County’s ability to receive full federal reimbursement for recovery efforts. (The term ‘seventy (70) hour push period’ is meant to indicate the time period for initial post disaster recovery services. The actual duration of this period could be modified based on the event.) Vendor shall have the capability to issue load tickets electronically, provide near real time map of debris collection accessible via website, and provide debris collection data to the County via an ESRI REST service. Vendor shall retain the ability to issue paper load tickets, as directed by the County.

These services will only be utilized during an emergency situation; therefore funds will not be encumbered until the services are needed and the County activates the contract. Once the contract is activated the vendor will be required to provide the bonds as detailed within this RFP. The following minimum requirements may be requested by the County during an event that requires disaster debris monitoring services:

1. **Project Management** – Debris Monitoring firm will be a part of Collin County’s debris recovery operation management team and will be expected to provide a project management team to supplement and take direction from County staff. Consultant staff may be called upon to assist in tasks such as, but not limited to, the following:

- **Consultant Liaisons** – Provide a liaison to each of Collin County’s debris areas as determined by Emergency Management and Public Works.
- **Debris Management Action Plan** – Debris monitoring firm may be called upon to assist in the creation of an event specific debris management plan.
- **Cost Tracking** - Debris monitoring firm shall expeditiously implement a cost accounting system to capture critical data required for reimbursement by state and federal agencies. Cost shall be tracked by each of the County debris areas.
- **Operations Tracking** – Debris monitoring firm may be called upon to provide tracking metrics for performance and mobilization requirements as measured through hauling units and capacity for the debris hauler.
- **Staff Mobilization** – When the impact of a disaster becomes apparent on the County, essential debris monitor staff with key experience in various aspects of debris operations (including seventy (70) hour push, truck certification, mapping/zone development, etc.) shall mobilize in the region in order to participate in the “response” phase of the disaster event. Additional consultant staff shall be contacted and put on standby for potential mobilization to the County. Logistical arrangements for out of town staff such as lodging arrangements for key staff, is considered to be the responsibility of the debris monitoring firm.
- **Equipment/Supplies Mobilization** – The debris monitoring firm shall ensure that all necessary equipment and supplies are mobilized which may include a mobile command center, generators, electronic monitoring support devices and/or an inventory of load tickets, and other essential field equipment (e.g., cameras, global positioning system (GPS) units, etc.).
- **Project Management Meetings and Reporting** – The debris monitoring firm shall facilitate meetings between the County, key debris monitor staff, and the debris hauler project management staff to discuss daily results, problems that require resolution, coordination issues, potential operational improvements, assignments for the next day of operations, etc. These meetings shall continue for a length of time to be determined based on the nature of the recovery effort. The debris monitoring firm shall prepare a daily report of key event statistics for the County utilizing data collected by the debris monitoring firm, in coordination with the debris hauler(s), that includes information such as: (1) number of collection units and number of trucks operating, (2) total loads and cubic yards collected per Debris Management Site (DMS)), by debris type, (3) total loads and cubic yards collected per vendor, by debris type, (4) average truck size per vendor, (5) number of participants at public drop-off sites, etc. to be determined by the County. Data shall be broken up by each of the Collin County disaster areas, or as directed by the County. Other documentation and reporting will be required, as requested by the County, including a final summary report as well as reports required for environmental permitting requirements. The debris monitoring firm shall provide data based on actual verified loads (not estimates) within the first seven (7) days of debris operations.
- **Work Scheduling** – The debris monitoring firm may be asked to assist in work scheduling, especially to assist with addressing critical damage areas

and “hot spots” that may require immediate attention.

- **Vendor Damages** – The debris monitoring firm may be asked to develop a database application to track and help the County manage vendor damages.
2. **Seventy (70) Hour Push Period Assistance** – The debris monitoring firm may be asked to assist the County for push period activities including: (1) compiling information from the debris hauler(s) and the Collin County debris areas, and assisting the County in preparation of reimbursement paperwork for this period, and (2) assisting County staff in maintaining maps or databases to track road clearance progress, and other essential tasks as requested. (The term ‘seventy (70) hour push period’ is meant to indicate initial post-disaster services. The actual duration of this period could be modified based on the event.)
 3. **Public Information Support** - Debris monitoring firm may be ask to assist the County in public outreach following an event as it relates to debris recovery efforts. This may include establishing and staffing (including supplying equipment, phone lines, etc.) a “debris hotline” to respond to public complaints and concerns, or establishing a website. This also may include assistance with press releases, public notices, and other public information functions. This includes performing all work in a manner to maximize federal reimbursement.
 4. **Truck Certification** – Debris monitoring firm may be asked to assist with truck certification activities, including utilizing and providing truck certification forms that follow the latest federal guidelines related to certification documentation and volume calculations. Truck certification activities should also include an inspection to ensure the vehicles are in good working condition and meet minimum Texas Department of Transportation (TxDOT) and County compliance. Certifications should also include a methodology to discourage collection vendors from modifying their vehicle after certification, such as identifying unique attributes to the vehicle like sideboards. Photographs of the vehicle and its driver shall be documented. Periodic spot checks and recertification of trucks that were potentially altered after initial certification shall be performed. Debris monitoring firm shall be prepared to provide staff to perform certifications if requested.
 5. **Field Monitoring** – Field monitoring of debris haulers shall be performed in accordance with current federal, state, and local requirements and in coordination with County staff. The debris monitoring firm may be asked to assist with the following tasks:
 - **Debris Monitoring Employees** – The debris monitoring firm hired shall be required to perform adequate training for local staff hired at no expense to the County. Additionally, the debris monitoring firm shall be prepared to bring in experienced field monitors to oversee operations and to perform tasks if there is a concern over the quality of work. The debris monitoring firm shall provide all field personnel with badges (including a recent photo) identifying them as County vendors and field reference documents (e.g., sample completed tickets, etc.). All debris monitoring firm employees must be able to effectively communicate to a level appropriate to their responsibilities. For example, a disposal site monitor must be able to accurately write a load ticket.
 - **Daily Field Monitor Operations** – Debris monitoring firm staff shall meet at

designated staging areas prior to the start of operations. Prior to daily initiation of monitoring, staff shall be debriefed by debris monitoring firm management on any pertinent issues, receive safety gear, and receive materials. The ratio of monitors to hauler trucks should be appropriate to the disaster being monitored and is expected to vary through the disaster, but always be adequate to meet federal requirements. Debris monitoring firm field supervisors should be assigned to teams of debris monitors. Supervisors shall be responsible for management activities, including verification of load ticket accuracy and response to collection monitor and debris vendor issues in the field. Field monitors shall be responsible for federal required activities and County requested activities, including: (1) verifying the proper loading and compaction of debris into the debris recovery vendor's certified loading container, (2) ensuring that all debris recovery vendors and their subcontractors adhere to the County's Debris Management Action Plan and that they are working in an efficient and safe manner, (3) surveying their assigned areas for special need issues (e.g., stumps, leaners/hangers, etc.), and (4) photographing loads as directed by the County. At the close of operations each day, all information related to completed tickets, street areas cleared of debris on that particular day, and report any inconsistencies or problems that occurred during the day shall be reported to the County.

- **Quality Assurance (QA) and Quality Control (QC) Program** – A QA/QC program should be initiated by the debris monitor firm to minimize errors in debris monitor tickets. All QA/QC functions shall be coordinated through the County staff and shall include, but is not limited to, the review and inspection of data entry, truck certifications, load ticket accuracy, compliance with all applicable local, state, and federal laws and regulations governing debris management.
- **Other Field Monitoring Support Services** – Debris monitoring firm shall perform other field monitoring services as necessitated by the disaster and as directed by the County that could include tasks such as: monitoring of leaner and hanger removal programs, monitoring of animal carcass removal program, monitoring of freon removal, monitoring of white goods/electronics debris removal program, monitoring of asbestos removal programs, monitoring of household hazardous waste removal program, FEMA and National Resources Conservation Service (NRCS) waterways debris removal programs, abandoned vehicle and vessel recovery programs, and comprehensive private property/Right of Entry (ROE) debris removal programs. This is not a complete list of programs as each event brings different circumstances; however, monitor shall be expected to be able to provide a full array of monitoring services as the event requires.

6. DMS Monitoring and Support

- **Tower Monitoring** – Debris monitoring firm shall provide the County with DMS support for the disaster recovery phase that will meet all federal, state, and local requirements, as requested. This will include providing the County with DMS tower monitoring services that includes: making truck fullness load calls and recording the information on the proper load ticket, taking photographs of loads (as directed by the County), consulting with truck drivers and debris vendor staff on potential safety issues, verifying that

vendor equipment is empty prior to leaving the DMS, and collecting and organizing load tickets. Debris monitoring firm may be asked to provide after-hours site security at DMS sites while not in operation, traffic support, or any other service related to the DMS site.

- **Public Drop-Off Site Operations** – Debris monitoring firm shall be prepared to provide site supervision (at levels directed by the County) for any public drop-off sites that the County may elect to open. Additional services may include site permitting, traffic support, address verification (eligibility determination) and recording, general customer service functions, and site closure and security.

7. Data Administration and Invoice Reconciliation

- **Data Administration** – Debris monitoring firm shall be responsible for managing the data and reconciling invoices throughout the recovery efforts, as requested. Data shall be stored electronically and be able to be accessed and sorted based on multiple factors. Reports shall be generated daily of verified work performed the previous day. Data shall be used to assist in determining areas in need of additional passes. Other reports shall be generated, at the County's request. Data shall be constantly used to assist in QA/QC of work performed, and the debris monitoring firm shall perform consistent QA/QC functions on data entry. All work shall be performed to all Federal, State, and Local standards.
- **Invoice Reconciliation** – Debris monitoring firm shall also be responsible for reviewing and approving debris vendor invoices in a timely fashion. Invoice reconciliation shall include a ticket-by-ticket comparison and reconciliation of the debris monitoring firm database vs. the debris hauler(s) database; however, consultant shall be responsible for reconciliation of the databases. Debris monitoring firm shall provide a recommendation for payment letter for each debris hauler invoice to the County. All work shall be done to federal standards. The debris monitoring firm shall work with the County to track the impact payment approvals made on obligated Project Worksheets and County Purchase Orders to effectively plan Purchase Order adjustments and the need to generate adjustment (Version) Project Worksheets.

8. **Funding Support** - Debris monitoring firm shall assist the County in ensuring they receive maximum reimbursement for eligible work from state and federal agencies. Specific funding support services may include working with the County to develop a cash flow strategy that focuses on early reimbursement. This includes assistance in preparing a debris quantity estimate that is supported by FEMA staff, early preparation of a project worksheet to cover the estimated cost of the entire debris removal effort at the outset of the project and preparation of subsequent amendments, and assisting the County and FEMA Public Assistance. Debris monitoring firm shall be prepared to assist County with appeals based on their in-depth knowledge of federal reimbursement policies. Debris monitoring firm shall be prepared to assist the County, if requested, in tracking progress of Project Worksheets and providing quick response to any problem issue that may arise that could slow funding. Debris monitoring firm shall be prepared to assist County in finding additional funding reimbursement sources related to disaster mitigation.

9. **Safety** - All work shall be performed in a safe manner as Collin County takes safety of its employees, consultants and vendors very seriously. Debris monitoring firm shall perform all tasks in a safe manner and shall report any instances of unsafe behavior to the County immediately.
10. **Regulatory and FEMA Policy Familiarity** – Debris monitoring firm shall serve as a resource to the County on all Federal, State, and Local policies and pertinent regulatory requirements related to debris management operations.
11. **Annual Coordination** – Debris monitoring firm shall meet with the County once each year to coordinate services, at no additional cost to the County. Additionally, debris monitoring firm shall meet with the County immediately prior to a credible disaster threat to the County. These meetings shall take place in Collin County. These meetings shall occur at no cost to the County and are meant to facilitate increased coordination of efforts, to discuss the County's expectations of the debris monitoring firm, and to fast track recovery activities when a disaster impacts Collin County. County reserves the right to bring in debris haulers and other key recovery staff and vendors to any and all meetings.
12. **Other Debris Monitor and Recovery Services** – Other debris monitor and recovery services may be requested of the debris monitor firm, as directed by the County.
13. **General Operation Requirements** – In efforts to prevent an excessive number of debris monitors, County recovery staff shall pre-approve and/or conduct routine site visits to determine the debris monitors and debris hauler's efficiency of staff personnel. It is at the County's sole discretion to determine if monitoring or hauling staff are being properly and efficiently utilized. If determined that excessive and underutilized debris monitoring and debris hauling staff are present on the job site, then County staff may elect to eliminate any reimbursement to the respective debris monitor or debris hauler for services rendered by excessive staff.
14. **General Invoicing Requirements** – Debris monitoring firm shall invoice Collin County within forty-five (45) days of commencement of work, and no more than once every thirty (30) days thereafter, unless directed otherwise by the County. Invoices shall include time and allowable reimbursable(s); time and allowable reimbursable(s) not invoiced within forty-five (45) days of work performed or within forty-five (45) days of the reimbursable expenditure made will not be paid, unless agreed to by the County in writing.
15. **Non-Reimbursable Items** –The following items are considered incidental to hourly rates and non-reimbursable as separate charges:
 - Office supplies
 - Forms
 - Computer and other electronics (hardware and software) related expenses
 - Other communication related expenses (internet, phone, etc.)
 - Mileage and fuel
 - Accommodations for out-of-town staff, including airfare, hotel, food, rental cars, etc.

- Other basic supplies

All expenses proposed for reimbursement must be authorized in writing by County staff prior to encumbrance of expenses.

Prior to submitting your response to this RFP, proposers should review Attachment K, Description of Position Titles, to get a better understanding of each position referenced on the Pricing Form.

- C. Deliverables** – Deliverables shall include all documents indicated in this Section and all additional deliverables as determined for the specific Project.
- D. Work Standards** – It is the responsibility of the Offeror to ensure that each worker provided by the Contractor shall be fully trained and qualified to provide any assigned work. Accordingly, all work provided shall be guaranteed by the Offeror to be performed in a skillful and competent manner, consistent with the standard generally recognized as being employed by professionals in the same discipline in the State of Texas, and in accordance with all applicable laws, codes, and/or regulations, including those issued by, but not limited to, Collin County (and/or, if applicable, any city jurisdiction therein in which work will be performed), and/or the State of Texas, and/or any applicable Federal laws, codes, and regulations.

VII. CONTRACT REQUIREMENTS & PAYMENT

The following Contract terms and payment requirements shall apply to the work intended to be awarded pursuant to this RFP. The term “Contractor” shall mean and refer to the successful Offeror. To the extent that any of the Contract terms contained in this conflict with the Scope, Requirements, Standards, General Conditions, or Federal provisions applicable to the Project, the more stringent requirement shall govern.

- A. CONTRACT PROVISIONS** – The federal regulations and standards applicable to the required work are set forth in Attachment I, *Required Contract Provisions*, and incorporated herein as part of this RFP. The Contractor shall be required to comply with the federal terms and conditions under the *Required Contract Provisions*, which shall apply to and govern all work and services provided under the Contract. Any firm awarded a contract as a result of this RFP will be required to sign a contract containing the County’s contract provisions, which adhere to and include, but are not limited to, all required federal contract provisions as required of any federally- funded work. These provisions shall be substantially as they appear in Attachment I, *Required Contract Provisions*. In accordance with 2 CFR 200.326, contracts executed by Collin County which are funded in whole or in part by federal grant monies shall contain the applicable provisions described in 2 CFR Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.
- B. PURCHASE ORDER & DELIVERY** – Successful Offeror shall not provide services without a Collin County Contract and Purchase Order. If special circumstances apply to an Offeror’s delivery of a project (including circumstances involving timing), this information should be included in the Proposal, if necessary. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause for cancellation of the contract by Collin County without prejudice to other

remedies provided by law. Where project delivery times are critical, Collin County reserves the right to award accordingly.

- C. INVOICING PROCEDURES** – Coordination of the project will be through the Collin County using department, and all invoices must be routed through this department. All invoices shall include submission requirements stated in the specifications including completed certified payroll records and lien waivers. Payment terms are “Net 30” from date the invoice is approved by the Collin County using department, therefore, payment to the Contractor may be up to one (1) month from the date the invoice is approved by the Collin County Department and received in Accounts Payable.
- D. PAYMENT PROVISIONS** – The sum of the payments due to the Contractor is limited to the amount of money stated within the Purchase Order. Any products provided, or services rendered, in excess of this amount will be at the Contractor’s expense and not payable by Collin County. No alterations, substitutions or extra charges of any kind will be permitted. Merchandise may not be billed at a price higher than is stated on the order. Contractors cannot include federal excise, state or city sales tax. Pursuant to Texas Tax Code Section 151.309, as amended, Collin County is exempted from sales and use taxes.
- E. PAYROLL SUBMISSION** – If Davis-Bacon or Prevailing Wages are applicable to the Services, original Weekly Certified Payrolls in the format required by Collin County must be submitted by all contractors, and subcontractors as applicable, on a weekly basis to Collin County. The Prime Contractor is responsible for all subcontractor payroll submittals. All contractors and subcontractors are to make available copies of cancelled checks and check stubs for comparison, if requested by Collin County. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following. The Statement of Compliance is found on page 2 of the WH-347 form, and additional certifications of compliance may be required by Collin County. Any Statement of Compliance is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.
- F. COST PLUS CONTRACTING PROHIBITED** – Cost-plus-a percentage-of-cost (CPPC) contracts are prohibited by 2 CFR 200.323(d). The cost plus a percentage of cost and percentage of percentage of construction cost methods of contracting must never be used, including in subcontracts and third-party contracts. A cost-plus contract is one that is structured to pay the contractor or subcontractor their actual costs incurred, plus a fixed percent for profit or overhead.

A cost-plus-a-percentage of cost (CPPC) contract is a contract containing some element that obligates Collin County or Contractor to pay a contractor or subcontractor an amount (in the form of either profit or cost), undetermined at the time the contract was made, to be incurred in the future, and based on a percentage

of future costs. The inclusion of an overall contract ceiling price does not make these forms of contracts acceptable.

This type of contract is prohibited because there is no incentive for the contractor or subcontractor to keep its incurred costs low. Instead, there is a reverse incentive for the contractor or subcontractor to continue to incur additional costs in order to continue to drive the percentage of cost up. In other words, increased spending by the contractor will yield higher profits. This prohibition applies to all work, regardless of the circumstances, and applies to subcontracts of the contractor cases where the prime contract is a cost- reimbursement type contract or subject to price redetermination.

- G. SAFETY** – It shall be the responsibility of the Contractor to ensure, at all times during the performance of the work, to the maximum extent feasible, to protect the safety of County residents and staff, the Contractor's staff, subcontractors, and the public. This shall include, but not be limited to, compliance with all OSHA-related Federal and local laws, codes, and regulations.

The Contractor Contractor shall comply with all Safety Guidelines and all laws of any governmental authorities for the safety of persons or property. Hazardous Materials may not be used without prior notice to, approval from, and coordination with the County. Contractor shall be responsible for any Hazardous Materials brought onto County property by Contractor, Subcontractors, suppliers or anyone else for whom Contractor is responsible. Contractors shall dispose of all Hazardous Materials in accordance with all applicable laws and Safety Guidelines relating to disposal of Hazardous Materials. Notwithstanding anything herein to the contrary, asbestos, asbestos containing products or polychlorinated biphenyl (PCB) shall not be used in the Work.

- H. HAZARDOUS MATERIALS** – As applicable, materials used in the completion of the Contract shall be free of hazardous materials, except as may be specifically provided for in the specifications.

- I. SUPERVISION** – Contractor shall provide competent management for the Project, approved by County, who shall be working on the Project for direction, coordination, sequencing and all other required activities, for the entire duration of and until final acceptance of the Work. The approved manager or superintendent shall not be discontinued (except upon Final Completion of the Project or in the event of his or her termination of employment or disability or if the County requests a replacement to resolve incompatible working relationships) and no new individual shall be designated without prior approval of the County.

- J. STAFFING REQUIREMENTS** – Contractors, upon award, shall make reasonable effort to maintain stability of the staff assigned to the Project to prevent the departure of the most productive and expert resources from the Project. Contractor shall provide the County with at least 30 days' notice of any change in key personnel or staff assigned to the Contract. Personnel shall be removed from the Project upon request by the County.

- K. SUBCONTRACTORS** – Collin County must approve the actual subcontractors prior

to their use. Offeror must verify subcontractor eligibility based on factors such as past performance, proof of liability insurance, possession of a federal ID tax number, debarment status, and state licensing requirements. The Contractor assumes responsibility for the performance of the subcontractor; therefore, Offeror is urged to closely scrutinize subcontractors. Contractors are encouraged to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers.

L. TOLL/PARKING FEES – Any and all toll/parking fees incurred by the Contractor(s) during the term of this contract will be the responsibility of Contractor.

M. FAILURE TO COMPLY – Failure to comply with any part of the provisions shall constitute a material breach of the Contract. The event of such a breach may result in compensation being withheld or suspended, termination of the Contract, or suspension or debarment of the Contractor. The Contractor shall also be liable for all damages available under 2 CFR Part 200 and statutes and regulations related to the formation and execution of the Contract.

N. TERMINATION:

1. Termination for Convenience – This Contract may be Terminated for Convenience due to reasons known to Collin County, i.e., program changes, changes in state-of-the-art equipment or technology, insufficient funding, etc. This type of termination is utilized when the Contractor is not in violation of the contract terms and conditions. Collin County may terminate this contract without Cause upon thirty (30) days written notice.

2. Termination for Cause – This Contract may be Terminated for Cause due to actions by the Contractor, i.e., failure to perform, financial difficulty, slipped schedules, etc. In certain instances, the termination settlement may include procurement costs to be paid by the Contractor. Collin County reserves the right to terminate this Contract for default if Contractor breaches any of the terms herein, including warranties of Contractor or if the Contractor becomes insolvent or commits acts of bankruptcy. Such right of Termination is in addition to and not in lieu of any other remedies which Collin County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Collin County's satisfaction and/or to meet all other obligations and requirements.

3. Termination for Health and Safety Violations – Collin County shall terminate this contract immediately without prior notice if Contractor fails to perform any of its obligations in this Contract if the failure (a) created a potential threat to health or safety or (b) violated a law, ordinance, or regulation designed to protect health or safety.

O. CONTRACT TRANSITION – In the event services end by either contract expiration or termination, it shall be incumbent upon the successful Offeror to continue services, if requested by Collin County Purchasing, until new services can be completely operational. Offeror acknowledges its responsibility to cooperate fully with the replacement Offeror and Collin County to ensure a smooth and timely transition

to the replacement Offeror. Such transitional period shall not extend more than ninety (90) days beyond expiration/termination date of the contract, or any extension thereof. Offeror shall be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by Collin County. During any transition period, all other terms and conditions of the agreement shall remain in full force and effect as originally written.

ATTACHMENT A PRICING FORM

PRICING

Vendor must fill in the open lines. Quantities are estimated, Collin County may require more or less. In case of discrepancy between unit and total pricing, unit pricing governs. Collin County reserves the right to award as best services the County's interest. **Pricing must be all inclusive. Collin County will not allow for any other rates or charges.**

<u>Item No.</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1	Principal In Charge	Hr	600	\$	\$
2	Project Manager	Hr	2,600	\$	\$
3	Deputy Project Manager	Hr	1,600	\$	\$
4	Data Manager	Hr	4,500	\$	\$
5	Field Supervisor	Hr	24,500	\$	\$
6	Disposal Site Monitor	Hr	37,000	\$	\$
7	Collection Monitor	Hr	240,000	\$	\$
8	Project Coordinator	Hr	20,000	\$	\$
9	Load Ticket Data Entry Clerk	Hr	2,000	\$	\$
10	Billing/Invoice Analyst	Hr	1,000	\$	\$
11	Billing/Invoice Manager	Hr	3,500	\$	\$
12	Operations Manager	Hr	9,000	\$	\$
13	Public Drop-Off Site Monitor	Hr	1,700	\$	\$
14	GIS Operator	Hr	9,000	\$	\$
15	Federal Coordinator/Specialist	Hr	20	\$	\$
16	Consultant Liaison	Hr	1,750	\$	\$
17	Public Information Support Manager	Hr	500	\$	\$
18	Call Center Staff	Hr	1,500	\$	\$

<u>Item No.</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Estimated Reimbursable Expenses</u>	<u>Percentage Mark Up</u>	<u>Total Price</u>
19	Allowable Reimbursable expenses	\$	25,000	%	\$

Grand Total (1 - 19) \$

ATTACHMENT B

SUBCONTRACTOR LISTING FORM

Contractor must provide information below for any potential subcontractors or subconsultants, professionals, suppliers, and vendors used in connection with the services. The County reserves the right to reject proposed subcontractors or subconsultants on any reasonable basis. Collin County must approve the actual subcontractors prior to their use (add additional pages if necessary):

Company Name: _____	Industry: _____
DUNS #: _____	Name of Principal: _____
Approximate Contract Value \$ _____	Start & End of Contract _____
Certified HUB / MWBE: <input type="checkbox"/> Yes <input type="checkbox"/> No	Certified Section 3: <input type="checkbox"/> Yes <input type="checkbox"/> No
Description of Work to be performed: _____ _____ _____	

Company Name: _____	Industry: _____
DUNS #: _____	Name of Principal: _____
Approximate Contract Value \$ _____	Start & End of Contract _____
Certified HUB / MWBE: <input type="checkbox"/> Yes <input type="checkbox"/> No	Certified Section 3: <input type="checkbox"/> Yes <input type="checkbox"/> No
Description of Work to be performed: _____ _____ _____	

Company Name: _____	Industry: _____
DUNS #: _____	Name of Principal: _____
Approximate Contract Value \$ _____	Start & End of Contract _____
Certified HUB / MWBE: <input type="checkbox"/> Yes <input type="checkbox"/> No	Certified Section 3: <input type="checkbox"/> Yes <input type="checkbox"/> No
Description of Work to be performed: _____ _____ _____	

Contractor shall be responsible for ensuring any Subcontractors used are properly licensed, insured, and authorized to work under government contracts by checking state, local, and federal debarment lists and shall obtain and submit licenses for any subcontractors if the work being performed requires licensing in accordance with state or federal law. A final Subcontractor Listing Form will be required prior to contract award. If any of the required information changes throughout the term of the contract, Contractor must submit a revision to the County for approval.

I will not be subcontracting any portion of the contract and will be fulfilling the entire contract with my own resources.

Signature of Contractor: _____

Print Name: _____

Attachment C
REFERENCES

Provide a minimum of five (5) governmental entities or companies that you have performed similar work of the same scope and size as defined in this proposal. If additional space is required, include attachment to this section of the proposal.

Reference #1

Organization Name: _____

Contact Name/Telephone No.: _____

E-mail Address: _____

Address: _____

Date of service: _____

Brief description of work performed and cost: _____

Reference #2

Organization Name: _____

Contact Name/Telephone No.: _____

E-mail Address: _____

Address: _____

Date of service: _____

Brief description of work performed and cost: _____

Reference #3

Organization Name: _____

Contact Name/Telephone No.: _____

E-mail Address: _____

Address: _____

Date of service: _____

Brief description of work performed and cost: _____

Reference #4

Organization Name: _____

Contact Name/Telephone No.: _____

E-mail Address: _____

Address: _____

Date of service: _____

Brief description of work performed and cost: _____

Reference #5

Organization Name: _____

Contact Name/Telephone No.: _____

E-mail Address: _____

Address: _____

Date of service: _____

Brief description of work performed and cost: _____

Reference #6

Organization Name: _____

Contact Name/Telephone No.: _____

E-mail Address: _____

Address: _____

Date of service: _____

Brief description of work performed and cost: _____

Attachment D
STATEMENT OF OFFEROR QUALIFICATIONS

This Statement of Offeror Qualifications requests information about Offeror that will be used in the evaluation of Offeror responsibility. All Offerors must complete this form in its entirety and submit with the Proposal. Answers should be as thorough and definitive as possible and include all pertinent data. Failure to fully and truthfully disclose the information required may result in the disqualification of your Proposal from consideration or termination of the contract, once awarded. Supplemental materials, additional pages, or requested lists providing additional information may be attached to further clarify answers.

General Information

1. Name of company/organization: _____
2. Address of company/organization: _____
3. Home office address (if other than above): _____
4. Telephone No: _____ Fax No.: _____
5. Type of business entity (corporation, partnership, sole proprietorship, etc.): _____
 - A. If your organization is a corporation, please provide on a separate sheet(s), detailing the following: Date of incorporation, State of incorporation, Names of President, Vice-president, Secretary, and Treasurer.
 - B. If your organization is a partnership or individually owned, please attach a list detailing the following: Date of organization, Name of owner(s) or partners.
6. Place of incorporation (if applicable): _____
7. Type of work performed by your company: _____
8. Year founded/established: _____
9. Has your organization been in business under its present name for at least five (5) years? YES NO
 - A. If not, please explain why. _____
10. Primary individual to contact: _____

Litigation Record

Have you or any member of your organization or team brought any claim, litigation, or arbitration against Collin County or any other Federal, State or Local Government during the last five (5) years?

YES NO

If yes, attach a list of any claims, lawsuits, or requested arbitrations and their final outcome.

Has Collin County or any other Federal, State or Local brought any claim or litigation against you or any member of your organization or team during the last five (5) years?

YES NO

If yes, attach a list of any claims, lawsuits, or requested arbitrations and their final outcome.

Has you or any member of your organization or team filed any lawsuits or requested arbitration with regards to any contracts within the last five (5) years?

YES NO

If yes, attach a list of any lawsuits or requested arbitrations and their final outcome.

Are there any administrative proceedings, claims, lawsuits, or other exposures pending against you or any member of your organization or team?

YES NO

Attachment D
STATEMENT OF OFFEROR QUALIFICATIONS

If yes, explain: _____

Have any subcontractors, in which your organization has some ownership, filed any lawsuits or requested arbitration with regards to any contracts within the last five (5) years?

YES NO

If yes, explain: _____

Have you or any member of your organization or team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for Collin County or any other Federal, State or Local Government, or Private Entity?

YES NO

If yes, explain: _____

Have you ever failed to complete any work awarded to you? YES NO

If yes, explain, indicating what was not completed and the reasoning: _____

Have you ever defaulted on a contract? YES NO

If yes, explain: _____

Experience Record

How many years has your organization been providing the services identified in this RFP to the following types of entities?

Government (Public) Entities: _____

Private (Commercial) Entities: _____

List three to five (3-5) similar projects as the one specified in this solicitation that your organization has completed over the last five (5) years. Attach additional pages as necessary:

1. _____
2. _____
3. _____
4. _____
5. _____

Describe your organization's concepts for working in a team relationship with the owner and user groups during the completion of projects similar to that identified in this RFP. Identify which of the project(s) listed on Attachment F, *References*, best exemplify these concepts and experiences. Attach additional pages as necessary:

Please list categories of work that your organization normally performs with its own forces.

Please list subcontractors in which your organization has some ownership or relationship and list the categories of work those subcontractors normally perform.

1. _____
2. _____
3. _____
4. _____

Portions of work Offeror proposes to sublet in case of award of contract, including amount and type:

1. _____
2. _____
3. _____

PERFORMANCE BOND

STATE OF TEXAS §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

That _____, a corporation organized and existing under the laws of the State of _____, and fully authorized to transact business in the State of Texas, whose address is _____ of the City of _____ County of _____, and State of _____, (hereinafter referred to as "Principal"), and _____ (hereinafter referred to as "Surety", a corporation organized under the laws of the State of _____ and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto _____ (hereinafter referred to as "Owner") and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, in the penal sum of _____ Dollars (\$ _____) (not less than 100% of the approximate total amount of the Contract as evidenced in the proposal plus 10-percent of the stated penal sum as an additional sum of money representing additional court expenses, attorneys' fees, and liquidated damages arising out of or connected with the below identified Contract) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____, 20____, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of _____.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal fully and faithfully executes the work and performance of the Contract in accordance with the plans specifications, and Contract Documents, including any extensions thereof which may be granted with or without notice to Surety, during the original term thereof, and during the life of any guaranty required under the Contract, and according to the true intent and meaning of said Contract and the plans and specifications hereto annexed, if the Principal shall repair and/or replace all defects due to faulty materials or workmanship that appear within a period of one year from the date of final completion and final acceptance of the work by OWNER; and if the Principal shall fully indemnify and save harmless the OWNER from all costs and damages which OWNER may suffer by reason of failure to so perform herein and shall fully reimburse and repay OWNER all outlay and expense which the OWNER may incur in making good any default or deficiency, then this obligation shall be void; otherwise, to remain in full force and effect; and in case said CONTRACTOR shall fail to do so, it is agreed that the OWNER may do said work and supply such materials and charge the same against said CONTRACTOR and Surety on this obligation. Provided further, that if any legal action be filed on this Bond, venue shall lie in Collin County, Texas.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions Texas Government Code, Chapter 2253, as amended, and Chapter 3503 of the Texas Insurance Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any Change Order or supplemental agreement which increases the Contract price with or without notice to the Surety, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decrease the penal sum of the Bond. And further that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder.

Surety agrees that the bond provides for the repairs and/or replacement of all defects due to faulty materials and workmanship that appear within a period of one (1) year from the date of completion and acceptance of the improvement by the OWNER.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____ 20_____.

WITNESS

PRINCIPAL

Printed/Typed Name _____

Title: _____

Company: _____

Address: _____

WITNESS

SURETY

Printed/Typed Name _____

Title: _____

Company: _____

Address: _____

The Resident Agent of the Surety for delivery of notice and service of process is:

Name: _____

Address: _____

Phone Number: _____

Note: Date of Bond must NOT be prior to date of contract.

PAYMENT BOND

STATE OF TEXAS §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

That _____, a corporation organized and existing under the laws of the State of _____, and fully authorized to transact business in the State of Texas, whose address is _____ of the City of _____ County of _____, and State of _____, (hereinafter referred to as "Principal"), and _____ (hereinafter referred to as "Surety", a corporation organized under the laws of the State of _____ and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto _____ (hereinafter referred to as "Owner") and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, in the penal sum of _____ Dollars (\$ _____) (not less than 100% of the approximate total amount of the Contract as evidenced in the proposal) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____, 20____, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of _____.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that the bond guarantees the full and proper protection of all claimants supplying labor and material in the prosecution of the work provided for in said Contract and for the use of each claimant, and that conversely should the Principal faithfully perform said Contract and in all respects duly and faithfully observe and perform all and singular the covenants, conditions, and agreements in and by said Contract, agreed to by the Principal, and according to the true intent and meaning of said Contract and the claims and specifications hereto annexed, and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modification to Surety being hereby waived, then this obligation shall be void; otherwise, to remain in full force and effect. Provided further, that if any legal action be filed on this Bond, venue shall lie in Collin County, Texas.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions Texas Government Code, Chapter 2253, as amended, and Chapter 3503 of the Texas Insurance Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any Change Order or supplemental agreement which increases the Contract price with or without notice to the Surety and that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____ 20_____.

WITNESS

PRINCIPAL

Printed/Typed Name _____

Title: _____

Company: _____

Address: _____

WITNESS

SURETY

Printed/Typed Name _____

Title: _____

Company: _____

Address: _____

The Resident Agent of the Surety for delivery of notice and service of process is:
Name: _____
Address: _____
Phone Number: _____

Note: Date of Bond must NOT be prior to date of contract.

Attachment G

CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

The undersigned [Offeror] certifies, to the best of his or her knowledge that _____, Offeror company or legal entity responding to this RFP, understands and is in compliance with the applicable federal standards and regulatory requirements, including but not limited to those specified in Title 2 Code of Federal Regulations 200.326 and 2 C.F.R. 200 Appendix II, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and those listed under *Required Contract Provisions* (Attachment N), and agrees to pass through these requirements to its subcontractors and third-party contractors who will perform work on or are relevant to this contract, as applicable. **Offeror must initial by each regulatory requirement and sign below.**

- _____ **A. ACCESS TO RECORDS & RECORD RETENTION** – Offeror agrees to comply with 2 CFR 200.336 and provide Collin County, the State of Texas, the Texas General Land Office (GLO), the U.S. Department of Housing and Urban Development (HUD), the FEMA Administrator, the Inspectors General, the Comptroller General of the United States, or any of their pass-through entities or authorized representatives access to any books, documents, papers, and records of the successful Offeror(s) which are directly pertinent to this contract/project for the purposes of making/responding to audits, examinations, excerpts, and transcriptions. Successful Offeror shall maintain all records pertaining to the project for seven (7) years after receiving final payment and after all other pending matters have been closed.
- _____ **B. ACCESSIBILITY** – Offeror agrees to comply with all federal, state and local laws and regulations which prohibit recipients of federal funding from discriminating against individuals with disabilities. Applicable laws and regulations with which Offeror must comply shall include, but are not limited to, the following: Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9); the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157); the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40 and Appendix A to 41 CFR Part 101-19, subpart 101-19.6); the Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225); Texas Administrative Code, Title 10, Chapter 60, Subchapter (B) the Texas Architectural Barriers Act (TABA); the Architectural Barriers (AB) Rules; and the Texas Accessibility Standards (TAS).
- _____ **C. BYRD ANTI-LOBBYING AGREEMENT** – Offeror submitting responses for contract opportunities expected to exceed \$100,000 agree to comply with CFR 200 Appendix II (J) and 24 CFR 570.303, and shall file the required certification (see Attachment C, *Certification Regarding Lobbying*) under 31 U.S.C. 1352.
- _____ **D. CIVIL RIGHTS ACT OF 1964 (TITLE VI 42 U.S.C. § 2000D)** – Offeror agrees to comply with Title VI of the Civil Rights Act of 1964, Section 109 of the Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9), and the Americans with Disabilities Act of 1990 (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225), which prohibits Contractors from excluding or denying individuals benefits or participation in this project on the basis of race, color, religion, national origin, sex, or disability. The provisions require that no person in the United States shall on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds made available pursuant to these Acts.
- _____ **E. CLEAN AIR ACT & THE FEDERAL WATER POLLUTION CONTROL ACT** – If at any time during the contract term funding to contract exceeds \$150,000, Offeror agrees to comply with all provisions of the Clean Air Act (42 U.S.C. 85) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Offeror agrees it shall not expend such funds by making use of subcontracting with facilities included on the Environmental Protection Agency List of Violating Facilities as per Section 306 of the Clean Air Act, Section 508 of The Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations 40 CFR.

Attachment G

CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

For any subcontractors under this contract receiving contracts in excess of \$150,000 Offeror agrees to include a provision that requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 85) and Section 308 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- _____ **F. *CONTRACT WORK HOURS & SAFETY STANDARDS ACT*** – Offeror agrees to comply with the Contract Work Hours and Safety Standards Act. For any contract awarded under this contract opportunity in excess of \$100,000, that contract shall be a covered transaction for purposes of compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
- _____ **G. *COPELAND “ANTI-KICKBACK” ACT*** – Offeror agrees to comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each vendor, contractor, subcontractor, or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- _____ **H. *COST PLUS CONTRACTING PROHIBITED*** – Offeror agrees to comply with the prohibition against cost-plus-a-percentage-of-cost (CPPC) contracting. Pursuant to 2 CFR 200.323(d), Offeror agrees to never use cost plus a percentage of cost and percentage of construction cost methods of contracting, including in subcontracts and third-party contracts. A cost-plus contract is one that is structured to pay the contractor or subcontractor their actual costs incurred, plus a fixed percent for profit or overhead.
- _____ **I. *DAVIS-BACON & RELATED ACTS*** – When applicable, Offeror agrees to comply with the Davis-Bacon and Related Acts, and the requirements shall be applicable to any labor or mechanic work completed in connection with this contract which fall under the Davis-Bacon Act. Any Contractor awarded under this contract is required to comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 3 and part 6). In accordance with the statute, Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- _____ **J. *DEBARMENT AND SUSPENSION*** – Offeror affirms that it is not debarred nor suspended from receiving federally-funded awards. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension). These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities.
- _____ **K. *ENERGY EFFICIENCY*** – Offeror agrees to comply with the standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- _____ **L. *EQUAL EMPLOYMENT OPPORTUNITY*** – Offeror agrees to comply with the Equal Opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive

Attachment G

CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor).

Offeror agrees it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Offeror agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

_____ **M. *EQUAL EMPLOYMENT OPPORTUNITY FOR WORKERS WITH DISABILITIES*** – Offeror agrees to comply with the requirements of the equal opportunity clause at 41 CFR 60-741.5(a). This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

Offeror agrees to include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor.

_____ **N. *EQUAL EMPLOYMENT OPPORTUNITY FOR VETERANS*** – Offeror agrees to comply with required Equal Employment Opportunity for VEVRAA Protected Veterans provisions (41 CFR 60.300). Offeror agrees it shall not discriminate against any employee or applicant for employment because he or she is a disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran in regard to any position for which the employee or applicant for employment is qualified. Offeror agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a protected veteran in all employment practices.

Offeror shall include the Equal Employment Opportunity for VEVRAA Protected Veterans clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract).

_____ **O. *FAIR LABOR STANDARDS ACT*** – Offeror agrees to comply with the Fair Labor Standards Act of 1938 (29 U.S.C. Section 201 et seq.). Offeror warrants and represents that it will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 United States Code (U.S.C.) Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000, et al., as amended; or any provisions of the Texas Labor Code Ann., as amended.

_____ **P. *FLOOD DISASTER PROTECTION ACT OF 1973*** – Offeror agrees to comply with the provisions in 24 CFR 570.605, Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106), and the regulations in 44 CFR Parts 59-79.

_____ **Q. *GREEN BUILDING*** – Offeror agrees to comply with local codes and national building codes for any work involving rehabilitation or construction, including design. When contract is funded, in whole or in part, by HUD funding, Offeror agrees to comply with applicable Green Building standards to the maximum extent feasible. Green Building standards may apply to single-family properties, multifamily properties, or both and may include, but are not limited to best practices defined under LEED, Enterprise Green Communities, or NAHB National Green Building Standards and may include specific measures for water conservation, energy efficiency, and indoor air quality. Offeror agrees to comply with the following standards, as applicable:

- 2009 ICC International Energy Conservation Code (IECC)

Attachment G

CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

- ASHRAE 90.1-2007, which sets minimum energy standards for buildings except low-rise residential buildings
- ASHRAE 62.1-2010 and 62.2-2010, which set minimum standards for ventilation for indoor air quality for common areas in mid- and high-rise buildings, and low-rise residential buildings, respectively.
- New or replacement residential housing, when funded by CDBG-DR grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star for Multifamily High Rise and other applicable green building requirements.
- Moderate residential housing rehabilitation, when funded by CDBG-DR grants, must comply with the Community Planning & Development (CPD) Retrofit Checklist and provide Energy Star appliances, Water Sense or FEMP products if replaced.

_____ **R. HOLD HARMLESS AGREEMENT** – Offeror agrees to indemnify, defend, and hold harmless Collin County from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. The successful Offeror shall procure and maintain, with respect to the subject matter of this Request for Proposals, appropriate insurance coverage including, at a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this Request for Proposals. Certification of such coverage must be provided to the County upon request.

_____ **S. LEAD BASED PAINT** – When applicable, Offeror agrees to comply with the provisions found in 24 CFR 570.608, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (U.S.C. 4851-4856, and 24 CFR Part 35, subparts A, B, J, K, and R. This Article 2(f) is to be included in all subcontracts, for work in connection with this Agreement, which relate to residential structures.

_____ **T. NON-COLLUSION** – Offeror agrees to comply with The Sherman Act, which prohibits any agreement among competitors to fix prices, rig bids, or engage in other anticompetitive activity. Collusion, bid rigging, or other anticompetitive activity is considered a felony. Offeror agrees that it has not in any way directly or indirectly: Colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this contract opportunity or the terms or conditions of this contract opportunity; Paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the contract opportunity; or Assembled in coordination with any other organization in an attempt to fix the price of the work.

_____ **U. PARTICIPATION BY MINORITY & WOMEN-OWNED BUSINESS ENTERPRISES** – Offeror agrees to comply with the Minority and Women-owned Business Enterprise participation requirements under 2 CFR 200.321. Contractors who are awarded contracts with the County are required to take all affirmative steps necessary to subcontract with Minority and Women-owned Business Enterprises (MWBES).

_____ **V. POTENTIAL CONFLICT OF INTEREST** – In accordance with 2 CFR 200.112, Offeror agrees to comply with disclosure requirements pursuant to Texas Local Government Code, Chapter 176. Offeror agrees not to use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. By law, the Conflict of Interest Questionnaire (provided by the Texas Ethics Commission at www.ethics.state.tx.us) must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date Offeror becomes aware of facts that require the statement to be filed.

_____ **W. PREVAILING WAGES** – When applicable, Offeror agrees to comply with Texas Government Code (TGC) 2258, Prevailing Wage Rates. In accordance with the statute, Contractors shall be required to pay wages to laborers and mechanics at a rate not less than the local prevailing wages, or Davis-Bacon wages, as applicable. If both Texas prevailing wages and Davis-Bacon provide rates for a particular class, Contractors must pay the greater wage rate.

_____ **X. PROCUREMENT OF RECOVERED MATERIALS** – Offeror agrees to comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). As such, any Contractors awarded under this contract opportunities are subject to the requirements of Section 6002.

_____ **Y. PROGRAM FRAUD & FALSE OR FRAUDULENT STATEMENT OR RELATED ACTS** – Offeror agrees to comply with 31 U.S.C. Chapter 38, *Administrative Remedies for False Claims and Statements*, which applies to the activities and actions of the Contractor and its subcontractors pertaining to any matter resulting from the contract.

_____ **Z. RESTRICTIONS ON PUBLIC BUILDINGS & PUBLIC WORKS PROJECTS** – Offeror certifies by the submission of its Proposal that it:

- Is not a Contractor of a foreign country included on the USTR list.
- Has not and will not enter into any subcontract with a subcontractor of a foreign country included on the USTR list.
- Will not provide any product of a foreign country included on the USTR list.

_____ **AA. SECTION 3 ACT OF 1968** – When applicable, Offeror agrees to comply with the provisions of 12 U.S.C. 1701u and 24 CFR 135. For any HUD-funded contract with an anticipated value in excess of \$100,000, the contract shall be considered a covered transaction for purposes of compliance with the Section 3 Act of 1968. Contractor must include the Section 3 Clause (Attachment O, *Section 3 Clause*) in its entirety, in every subcontract subject to compliance with regulations in 24 CFR 135. **DISCLAIMER: THIS SOLICITATION DOES NOT INVOLVE HUD FUNDING AND THEREFORE SECTION 3 DOES NOT APPLY.**

If requested by Collin County, Offeror agrees to provide their policy and/or documentation verifying compliance with each of the above listed regulatory requirements.

Print Name and Title of Offeror’s Authorized Official

Signature of Offeror’s Authorized Official

Date

MINIMUM INSURANCE REQUIREMENTS (Attachment H)

During the term of the Contract, the Contractor at its sole expense shall provide primary commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

- A. Workers Compensation**, as required by the laws of Texas, **and Employers' Liability**, as well as All States, USL&H and other endorsements if applicable to the project, and in accordance with state law.

Employers' Liability

- Each Accident: \$1,000,000
- Disease–Each Employee: \$1,000,000
- Policy Limit: \$1,000,000

- B. Commercial General Liability**, including but not limited to the coverage indicated below. Coverage shall not contain any restrictive endorsements nor exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Where exposure exists, the County may require coverage for watercraft, blasting, collapse, explosions, blowout, cratering, underground damage, pollution, or other coverage. *Collin County shall be named Additional Insured on primary/non-contributory basis.*

- Each Occurrence: \$1,000,000
- Personal and Advertising Injury: \$1,000,000
- Products/Completed Operations: \$1,000,000
- General Aggregate (per project): \$2,000,000

- C. Automobile Liability**, including coverage for all owned, hired, and non-owned vehicles used in connection with the Contract. *Collin County shall be named Additional Insured on primary/non-contributory basis.*

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

- D. Umbrella/Excess Liability** (*Collin County shall be named Additional Insured on primary/non-contributory basis*)

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

- E. Professional/Errors & Omissions Liability** (if applicable)

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

The County reserves the right to require additional insurance if necessary. Coverage shall be issued by companies licensed (by TDI) to do business in Texas, unless said coverage is not available or economically feasible except through an excess or surplus lines company, in which case the company should be registered to do business in Texas. Companies shall have an A.M. Best rating of at least A-VII. Contractor shall furnish evidence of such insurance to the County in the form of unaltered insurance certificates. If any part of the contract is sublet, insurance shall be provided by or on behalf of any subcontractor, and shall be sufficient to cover their portion of the contract. Contractor shall furnish evidence of such insurance to the County as well.

Policies of insurance required by the contract shall waive all rights of subrogation against the County, its officers, employees and agents. If any applicable insurance policies are cancelled, materially changed, or non-renewed, contractor shall give written notice to the County at least 30 days prior to such effective date and within 30 days thereafter, shall provide evidence of suitable replacement policies. Failure to keep in force the required insurance coverage may result in termination of the contract. Upon request, certified copies of original insurance policies shall be furnished to the County. The requirements stipulated in this attachment do not establish limits of contractor liability.

Contractor's certificate(s) shall include all subcontractors as additional insureds under its policies **or** subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate.

Offeror and Offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Collin County as an indirect party to any suit arising out of personal or property damages resulting from Offeror's performance under this agreement.

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REQUIRED CONTRACT PROVISIONS

The Part 200 Uniform Requirements require that non-Federal entities' contracts contain the applicable provisions described in Appendix II to Part 200 — "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards." Violations of law will be referred to the proper authority in the applicable jurisdiction. All Prime Contractors awarded contracts by Collin County which are federally funded, in whole or in part, are required to comply with the provisions below. Additionally, Prime Contractors with Collin County are required to include the provisions below in any contracts executed with subcontractors performing the scope of services and shall pass these requirements on to its subcontractors and third-party contractors, as applicable. In addition to other provisions required by the relevant Federal agency, State of Texas, or Collin County, all contracts made by Collin County under the Federal award shall contain provisions covering the following, as applicable.

ACCESS TO RECORDS & RECORD RETENTION (2 CFR 200.336)

Contractor must provide Collin County, the State of Texas, the Texas General Land Office (GLO), the U.S. Department of Housing and Urban Development (HUD), the FEMA Administrator, the Inspector General, the Comptroller General of the United States, or any of their pass-through entities or authorized representatives access to any books, documents, papers, and records of the Contractor and its subcontractors which are directly pertinent to this contract/project for the purposes of making/responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. Contractor must keep records within Collin County or note in its submission that records will be available within the boundaries of Collin County to those representatives within twenty-four (24) hours of request by the County. Contractor must maintain all records pertaining to the project for seven (7) years after receiving final payment and after all other pending matters have been closed.

ACCESSIBILITY (24 CFR 570.614) & SECTION 504 (29 U.S.C. Section 794 and 24 CFR Parts 8-9)

Contractor shall comply with all federal, state and local laws and regulations which prohibit recipients of federal funding from discriminating against individuals with disabilities. Applicable laws and regulations with which Contractor shall comply shall include, but are not limited to, the following: Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9); Title II of the Americans with Disabilities Act of 1990; the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157); the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40 and Appendix A to 41 CFR Part 101-19, subpart 101-19.6); the Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225); Texas Administrative Code, Title 10, Chapter 60, Subchapter (B) the Texas Architectural Barriers Act (TABA); the Architectural Barriers (AB) Rules; and the Texas Accessibility Standards (TAS).

BYRD ANTI-LOBBYING AGREEMENT (2 CFR 200 APPENDIX II (J) AND 24 CFR 570.303)

Pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the contract term funding to contract exceeds \$100,000.00, the Contractor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying."

Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

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CIVIL RIGHTS ACT OF 1964 (Title VI 42 U.S.C. § 2000d)

Title VI of the Civil Rights Act of 1964, Section 109 of the Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9), and the Americans with Disabilities Act of 1990 (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225), prohibits Contractors from excluding or denying individuals benefits or participation in this project on the basis of race, color, religion, national origin, sex, or disability. The provisions require that no person in the United States shall on the ground of race, color, religion, national origin, sex, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds made available pursuant to these Acts.

For purposes of this Part “program or activity” is defined as any function conducted by an identifiable administrative unit of the recipient, or private Contractor receiving community development funds or loans from the recipient. “Funded in whole or in part with community development funds” means that community development finds in any amount in the form of grants or proceeds from HUD guaranteed loans have been transferred by the recipient or a subrecipient to an identifiable administrative unit and disbursed in a program or activity. A Contractor may not, under any program or activity to which the regulations of this Part may apply directly or through contractual or other arrangements, on the grounds of race, color, national origin, or sex:

- a. Deny any facilities, services, financial aid or other benefits provided under the program or activity;
- b. Provide any facilities, services, financial aid or other benefits, which are different, or are provided in a different form from that provided to others under the program or activity;
- c. Subject to segregated or separate treatment in any facility in, or in any matter of process related to receipt of any service or benefit under the program or activity;
- d. Restrict in any way access to, or in the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity;
- e. Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any facilities, services or other benefit provided under the program or activity; and
- f. Deny an opportunity to participate in a program or activity as an employee.

CLEAN AIR ACT (2 CFR Appendix II to Part 200 (G))

Pursuant to 2 CFR Appendix II to Part 200 (G), if at any time during the contract term funding to contract exceeds \$150,000, the Contractor must comply with all provisions of the Clean Air Act (42 U.S.C. 85) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contractors securing a contract in excess of \$150,000.00 shall not expend such funds by making use of subcontracting with facilities included on the Environmental Protection Agency List of Violating Facilities as per Section 306 of the Clean Air Act, Section 508 of The Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations 40 CFR.

For any subcontractors under this contract receiving contracts in excess of \$150,000 Contractor is required to include a provision that requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 85) and Section 308 Federal Water Pollution Control Act as amended (33

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U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR Appendix II to Part 200(E))

Pursuant to 2 CFR 200 Appendix II (E), if at any time during the contract term funding to contract exceeds \$100,000, the Contractor must comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence

- (1) Overtime Requirements – No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these

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clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

COPELAND “ANTI-KICKBACK” ACT (40 U.S.C. 3145)

Pursuant to 2 CFR Appendix II to Part 200 (D), Contractor must comply with the provisions of the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each vendor, contractor, subcontractor, or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Contractor shall include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract. Collin County shall report all suspected or reported violations to the Federal awarding agency.

COST PLUS CONTRACTING PROHIBITED (2 CFR 200.323(D))

Cost-plus-a-percentage-of-cost (CPPC) contracts are prohibited by 2 CFR 200.323(d). The cost plus a percentage of cost and percentage of construction cost methods of contracting must never be used, including in subcontracts and third-party contracts. A cost-plus contract is one that is structured to pay the contractor or subcontractor their actual costs incurred, plus a fixed percent for profit or overhead.

A cost-plus-a-percentage-of-cost (CPPC) contract is a contract containing some element that obligates Collin County or Contractor to pay a contractor or subcontractor an amount (in the form of either profit or cost), undetermined at the time the contract was made, to be incurred in the future, and based on a percentage of future costs. The inclusion of an overall contract ceiling price does not make these forms of contracts acceptable.

This type of contract is prohibited because there is no incentive for the contractor or subcontractor to keep its incurred costs low. Instead, there is a reverse incentive for the contractor or subcontractor to continue to incur additional costs in order to continue to drive the percentage of cost up. In other words, increased spending by the contractor will yield higher profits. This prohibition applies to all work, regardless of the circumstances, and applies to subcontracts of the contractor cases where the prime contract is a cost-reimbursement type contract or subject to price redetermination.

DAVIS BACON AND RELATED ACTS (2 CFR 200 APPENDIX II (D))

Pursuant to 2 CFR 200 Appendix II (D), for any contract in excess of \$2,000, Contractor must comply with the Davis Bacon and Related Acts, and the requirements shall be applicable to any labor or mechanic work completed in connection with this contract which fall under the Davis Bacon Act. Any Contractor awarded under this contract is required to comply with the Davis Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland “Anti-Kickback” Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3). In accordance with the statute, Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

If Davis Bacon is applicable, Collin County will provide a copy of the current *Davis Bacon Wage Decision* with this solicitation. The decision to award a contract or subcontract shall be conditioned upon the acceptance

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of the wage determination. Contractor shall submit certified payroll of contractor and all subcontractors on a weekly basis in the format required by the County. At County's request, Contractor shall make available and shall require its subcontractors to make available, copies of cancelled checks and check stubs for comparisons by the County or its agents.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii)) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following. The Statement of Compliance can be found on page 2 of the WH-347 form, and/or additional certifications of compliance may be required by Collin County. Any Statement of Compliance is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing the statement should have knowledge of the facts represented as true.

Contractor must include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract. Collin County shall report all suspected or reported violations to the Federal awarding agency, as applicable.

DEBARMENT / SUSPENSION AND VOLUNTARY EXCLUSION (2 CFR Appendix II to Part 200 (I))

Pursuant to 2 CFR Appendix II to Part 200 (I), a Contract meeting the definition in 2 C.F.R. § 180.220 must not be made to parties listed on the System for Award Management (SAM) Exclusion lists, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Executive Orders 12549 and 12689, a contract award shall not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235). SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. A contract award must not be made to parties listed in the SAM Exclusions. SAM exclusions can be accessed at www.sam.gov.

Additionally, no contracts shall be awarded to any Contractor that has been debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs, including but not limited to the Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System

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(EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted.

This contract is a covered transaction for purposes of compliance with Title 2 C.F.R. parts 180 and 3000, and as such the Contractor is required to verify that none of the contractor, its principals (as defined at 2 C.F.R. § 180.995), or its affiliates (as defined at 2 C.F.R. § 180.905) are excluded (as defined at 2 C.F.R. § 180.940) or disqualified (as defined at 2 C.F.R. § 180.935). These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities (See 2 C.F.R. Part 200, Appendix II). The Contractor must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C and shall include this requirement and similar certification in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

The Contractor confirms that it is eligible or otherwise not disqualified or prohibited from participation in federal or state assistance programs under Executive Order 12549, *Debarment and Suspension*. Additionally, the Contractor warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs, including but not limited to the following: Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. Collin County reserves the right to verify any Contractor's status and document instances of debarment, suspension, or other ineligibility.

The Contractor shall verify that all subcontractors performing work under this Contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. The Contractor further must notify Collin County in writing immediately if Contractor or its subcontractors are not in compliance with Executive Order 12549 during the term of this contract. Contractor shall include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

If it is found that the Contractor did not comply or is not in compliance with Executive Order 12549 (2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C), the Contractor may be subject to available remedies, including but not limited to, refunding Collin County for any payments made to the Contractor while ineligible, and also acknowledges that the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

ENERGY EFFICIENCY (42 U.S.C. 6201 and 2 CFR 200 APPENDIX II (H))

Contractor must comply with the mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). Contractor must include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

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EQUAL EMPLOYMENT OPPORTUNITY (41 CFR 60-1.4(b) and 2 CFR 200 APPENDIX II (C))

Contractor must comply with, and incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the Equal Employment Opportunity provisions as follows:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in

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Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and sub contractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and sub contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Contractor must include the equal opportunity clause in each of its nonexempt subcontracts, and to require all non-exempt subcontractors to include the equal opportunity clause in each of its nonexempt subcontracts.

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EQUAL EMPLOYMENT OPPORTUNITY FOR WORKERS WITH DISABILITIES (48 CFR 52.222-36)

During the performance of this contract, the Contractor must comply with required Equal Employment Opportunity for Workers with Disabilities provisions.

Contractor shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):

- a. Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.
- b. Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

EQUAL EMPLOYMENT OPPORTUNITY FOR VEVRAA PROTECTED VETERANS (41 CFR 60.300)

Collin County is an equal opportunity employer of protected veterans. During the performance of this contract, the Contractor must comply with required Equal Employment Opportunity for VEVRAA Protected Veterans provisions.

Contractor shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):

- a. The definitions set forth in 41 CFR 60-300.2 apply to the terms used throughout this Clause, and they are incorporated herein by reference.
- b. The contractor shall not discriminate against any employee or applicant for employment because he or she is a disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran (hereinafter collectively referred to as "protected veteran(s)") in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a protected veteran in all employment practices, including the following:
 - i. Recruitment, advertising, and job application procedures.
 - ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.
 - iii. Rates of pay or any other form of compensation and changes in compensation.
 - iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.

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- v. Leaves of absence, sick leave, or any other leave.
 - vi. Fringe benefits available by virtue of employment, whether or not administered by the contractor.
 - vii. Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.
 - viii. Activities sponsored by the contractor including social or recreational programs.
 - ix. Any other term, condition, or privilege of employment.
- c. The contractor shall immediately list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, with the appropriate employment service delivery system where the opening occurs. Listing employment openings with the state workforce agency job bank or with the local employment service delivery system where the opening occurs will satisfy the requirement to list jobs with the appropriate employment service delivery system. In order to satisfy the listing requirement described herein, contractors must provide information about the job vacancy in any manner and format permitted by the appropriate employment service delivery system which will allow that system to provide priority referral of veterans protected by VEVRAA for that job vacancy. Providing information on employment openings to a privately run job service or exchange will satisfy the contractor's listing obligation if the privately run job service or exchange provides the information to the appropriate employment service delivery system in any manner and format that the employment service delivery system permits which will allow that system to provide priority referral of protected veterans.
- d. Listing of employment openings with the appropriate employment service delivery system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicants or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.
- e. Whenever a contractor, other than a state or local governmental contractor, becomes contractually bound to the listing provisions in paragraphs 2 and 3 of this clause, it shall advise the employment service delivery system in each state where it has establishments that: (a) It is a Federal contractor, so that the employment service delivery systems are able to identify them as such; and (b) it desires priority referrals from the state of protected veterans for job openings at all locations within the state. The contractor shall also provide to the employment service delivery system the name and location of each hiring location within the state and the contact information for the contractor official responsible for hiring at each location. The "contractor official" may be a chief hiring official, a Human Resources contact, a senior management contact, or any other manager for the contractor that can verify the information set forth in the job listing and receive priority referrals from employment service delivery systems. In the event that the contractor uses any external job search organizations to assist in its hiring,

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the contractor shall also provide to the employment service delivery system the contact information for the job search organization(s). The disclosures required by this paragraph shall be made simultaneously with the contractor's first job listing at each employment service delivery system location after the effective date of this final rule. Should any of the information in the disclosures change since it was last reported to the employment service delivery system location, the contractor shall provide updated information simultaneously with its next job listing. As long as the contractor is contractually bound to these provisions and has so advised the employment service delivery system, there is no need to advise the employment service delivery system of subsequent contracts. The contractor may advise the employment service delivery system when it is no longer bound by this contract clause.

- f. The provisions of paragraphs 2 and 3 of this clause do not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Virgin Islands, American Samoa, the Commonwealth of the Northern Mariana Islands, Wake Island, and the Trust Territories of the Pacific Islands.
- g. As used in this clause:
 - i. All employment openings includes all positions except executive and senior management, those positions that will be filled from within the contractor's organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment.
 - ii. Executive and senior management means: (1) Any employee (a) compensated on a salary basis at a rate of not less than \$455 per week (or \$380 per week, if employed in American Samoa by employers other than the Federal Government), exclusive of board, lodging or other facilities; (b) whose primary duty is management of the enterprise in which the employee is employed or of a customarily recognized department or subdivision thereof; (c) who customarily and regularly directs the work of two or more other employees; and (d) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees are given particular weight; or (2) any employee who owns at least a bona fide 20-percent equity interest in the enterprise in which the employee is employed, regardless of whether the business is a corporate or other type of organization, and who is actively engaged in its management.
 - iii. Positions that will be filled from within the contractor's organization means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.
- h. The contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- i. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

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- j. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are protected veterans. The contractor must ensure that applicants or employees who are disabled veterans are provided the notice in a form that is accessible and understandable to the disabled veteran (e.g., providing Braille or large print versions of the notice, posting the notice for visual accessibility to persons in wheelchairs, providing the notice electronically or on computer disc, or other versions). With respect to employees who do not work at a physical location of the contractor, a contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the contractor provides computers that can access the electronic posting to such employees, or the contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the contractor to notify job applicants of their rights if the contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.
- k. The contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by the terms of VEVRAA, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, protected veterans.
- l. The contractor will include the provisions of this clause in every subcontract or purchase order of \$100,000 or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to VEVRAA so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs, may direct to enforce such provisions, including action for noncompliance.
- m. The contractor must, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their protected veteran status.
- n. The Contractor shall forfeit as a penalty to the County who administers the subject Project receiving Federal assistance, Sixty Dollars (\$60.00) for each worker, employed for each calendar day, or a portion thereof, such worker is paid less than the said stipulated rates for any work done under this Project, by him/her or by any contractor under him/her.
- o. All contractors shall keep, or cause to be kept, an accurate record showing the names of all workers, also the actual per diem wages paid to each of such workers.

FAIR LABOR STANDARDS ACT

Contractor must comply the Fair Labor Standards Act of 1938 (29 U.S.C. Section 201 et seq.) as now or hereafter amended, which regulates wage, hour and other employment practices that govern the use of funds provided and the employment of personnel under this contract. The Contractor warrants that it will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime

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compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 United States Code (U.S.C.) Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000, et al., as amended; or any provisions of the Texas Labor Code Ann., as amended.

FLOOD DISASTER PROTECTION ACT OF 1973 (24 CFR 570.605)

Contractor must comply with the provisions in 24 CFR 570.605, Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106), and the regulations in 44 CFR Parts 59-79.

GREEN BUILDING STANDARDS

At a minimum, Contractors must comply with local codes and any applicable national building codes for any work involving rehabilitation or construction, including design. When a contract is funded, in whole or in part, by HUD funding, Contractors must comply with applicable Green Building standards to the maximum extent feasible. Green Building standards may apply to single-family properties, multifamily properties, or both and may include, but are not limited to best practices defined under LEED, Enterprise Green Communities, or NAHB National Green Building Standards and may include specific measures for water conservation, energy efficiency, and indoor air quality. Contractor and subcontractors must comply with the following standards, as applicable:

- 2009 ICC International Energy Conservation Code (IECC)
- ASHRAE 90.1-2007, which sets minimum energy standards for buildings except low-rise residential buildings
- ASHRAE 62.1-2010 and 62.2-2010, which set minimum standards for ventilation for indoor air quality for common areas in mid- and high-rise buildings, and low-rise residential buildings, respectively.
- New or replacement residential housing, when funded by CDBG-DR grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star for Multifamily High Rise and other applicable green building requirements.
- Moderate residential housing rehabilitation, when funded by CDBG-DR grants, must comply with the Community Planning & Development (CPD) Retrofit Checklist and provide Energy Star appliances, Water Sense or FEMP products if replaced.
- New or replacement residential housing, when funded by CDBG-DR grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star for Multifamily High Rise and other applicable green building requirements.

HOLD HARMLESS AGREEMENT

Contractor shall indemnify, defend, and hold harmless Collin County from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this Request for Proposals, appropriate insurance coverage including, at a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this Request for Proposals. Certification of such coverage must be provided to the County upon request.

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The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

LEAD-BASED PAINT (24 CFR 570.608)

Contractor must comply with the provisions found in 24 CFR 570.608, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (U.S.C. 4851-4856, and 24 CFR Part 35, subparts A, B, J, K, and R. This Article 2(f) is to be included in all subcontracts, for work in connection with this Contract, which relate to residential structures.

NON-COLLUSION (The Sherman Act)

Contractor must comply with the requirements of The Sherman Act, which prohibit collusion. Collusion occurs when two persons or representatives of an entity or organization make an agreement to deceive or mislead another. Such agreements are usually secretive and involve fraud or gaining an unfair advantage over a third party, competitors, consumers or others with whom they are negotiating. The collusion, therefore, makes the bargaining process inherently unfair. Collusion can involve promises of future benefits, price or wage fixing, kickbacks, or misrepresenting the independence of the relationship between the colluding parties.

The Sherman Act prohibits any agreement among competitors to fix prices, rig bids, or engage in other anticompetitive activity. Collusion, bid rigging, or other anticompetitive activity is considered a felony.

Contractor shall not in any way, directly or indirectly:

- a. Collude, conspire, or agree with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
- b. Pay or agree to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
- c. Assemble in coordination with any other organization in an attempt to fix the price of the work.

Contractors are expected to report any suspected fraud, collusion, or impropriety from the inception of solicitation through the end of the contract term.

NON-SEGREGATED FACILITIES

“Prohibition of Segregated Facilities”

- a. Segregated facilities means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

- b. The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform

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their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

- c. The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

PARTICIPATION BY MINORITY & WOMEN-OWNED BUSINESS ENTERPRISES (2 CFR 200.321)

Contractor must comply with the Minority and Women-owned Business Enterprise participation requirements under 2 CFR 200.321. Contractors must take all affirmative steps necessary to subcontract with Minority and Women-owned Business Enterprises (MWBES) to assure that MWBES are used when possible. These affirmative steps shall include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The State of Texas maintains a Historically Underutilized Business Program, which identifies any business at least 51 percent owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, who reside in Texas and actively participate in the control, operations and management of the entity's affairs as a Historically Underutilized Business (also considered MWBE). Contractors who wish to check the status of a firm may visit <https://comptroller.texas.gov/purchasing/vendor/hub/>.

Contractors and subcontractors are required to facilitate Minority & Women-Owned Business Enterprise participation. Contractors are encouraged to utilize MWBES / HUB firms as subcontractors, subconsultants, or suppliers in order to comply with the requirements and may check for firms who perform relevant work by searching <https://comptroller.texas.gov/purchasing/vendor/hub/>.

Contractor and subcontractors must facilitate Minority & Women-Owned Business Enterprise participation and take all affirmative steps to utilize MWBES / HUB firms as subcontractors, subconsultants, or suppliers throughout the life of the Contract.

POTENTIAL CONFLICTS OF INTEREST

Pursuant to 2 CFR 200.112, Contractor must comply with disclosure requirements in accordance with Texas Local Government Code, Chapter 176. Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of

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any contract or the extension, continuation, renewal, amendment or modification of any contract. By law, the *Conflict of Interest Questionnaire* (provided by the Texas Ethics Commission at www.ethics.state.tx.us) must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the Contractor becomes aware of facts that require the statement to be filed.

This law requires persons desiring to do business with the County to disclose any gifts valued in excess of \$250 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Collin County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

An outside consultant or contractor is prohibited from submitting a Proposal for services on a Collin County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited Proposal, that response shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Collin County.

PREVAILING WAGES (2 CFR 200 APPENDIX II (D) and TGC 2258)

Pursuant to 2 CFR 200 Appendix II (D), Contractor must comply with Texas Government Code (TGC) 2258, Prevailing Wage Rates. Accordingly, Contractor must submit a certified payroll records as required, and compensate any worker employed on a public works project not less than as applicable. As noted under "Davis Bacon and Related Acts", when required by Federal program legislation, construction contracts in excess of \$2,000 awarded by Collin County shall require compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor must pay wages to laborers and mechanics at a rate not less than the local prevailing wages, or Davis Bacon wages, as applicable. If both Texas prevailing wages and Davis Bacon provide rates for a particular class, Contractors must pay the greater wage rate. In addition, Contractor must pay wages not less than once a week.

In compliance with Section 2258 of the Texas Government Code, Contractor and any subcontractor hired by Contractor for the construction of any project, shall pay not less than the rates set forth in the Schedule of Prevailing Wages attached and incorporated by reference. In submitting a Proposal, Contractor warrants that it and its subcontractors shall comply with all requirements and worker ratios per the applicable Schedule of Prevailing Wages and Texas state law.

Contractor must submit certified payroll of contractor and all subcontractors on a weekly basis. At County's request, Contractor must make available and shall require its subcontractors to make available, copies of cancelled checks and check stubs for comparisons by the County or its agents. Regardless of whether Davis Bacon or Texas Prevailing Wages apply, the County reserves the right for its agents to visit the project site and to interview contractor, its subcontractors and employees of each on any date or time, as often as desired during the construction period, without prior notification.

Collin County will ascertain if proper wage rates are being paid to the employees as required. In the event of a discrepancy between the work performed and the wages paid, the County shall document same and notify Contractor. If, for any length of time and as determined by Collin County, discrepancies appear between the

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certified payrolls and the actual wage paid, the County shall require check stubs to be attached to each weekly certified payroll.

Pursuant to Texas Government Code Section 2258.051, the County reserves the right to withhold any monies due Contractor until such discrepancy is resolved and the necessary adjustment made. The Contractor shall forfeit as a penalty, in accordance with Texas Government Code Section 2258.023(b), to the County or entity who administers the subject Project receiving Federal assistance, Sixty Dollars (\$60.00) for each worker, employed for each calendar day, or a portion thereof, such worker is paid less than the said stipulated rates for any work done under this Project, by him/her or by any contractor/subcontractor under him/her.

All contractor/subcontractor shall keep, or cause to be kept, an accurate record showing the names of all workers, also the actual per diem wages paid to each of such workers. Contractor shall impose these same obligations upon its Subcontractors. Contractor understands that with weekly or monthly certified payrolls, contractor is responsible for any and all penalties that shall accrue during the month, regardless of the fact that any error could not be discovered by the Contract Compliance Officer until the following certified payroll.

PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322)

Pursuant to 2 CFR 200.322, Contractor must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). As such, any contractors awarded under this contract opportunity is subject to the requirements of Section 6002, which include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Contractor must comply with 31 U.S.C. Chapter 38, *Administrative Remedies for False Claims and Statements*, which shall apply to the activities and actions of the Contractor and its subcontractors pertaining to any matter resulting from the contract.

RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS CERTIFICATION

- a. Definitions. The definitions pertaining to this provision are those that are set forth on the clause entitled "Restrictions on Public Works Projects." (Set out under "Contract Clauses" below.)
- b. Certification. Except as provided in paragraph (C) of this provision, by submission of its Proposal, Offeror certifies that it:
 - i. Is not a Contractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR) (see paragraph (H) of this provision);
 - ii. Has not or will not enter into any subcontract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR, and

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- iii. Will not provide any product of a country included on the list of foreign countries that discriminate against the U.S. firms published by the USTR.
- c. Inability to certify. An Offeror unable to certify in accordance with paragraph (b) of this provision shall submit with its offer a written explanation fully describing the reasons for its inability to make the certification.
- d. Applicability of 18 U.S.C. 1001. This certification is paragraph (B) of this provision concerns a matter within the jurisdiction of an agency of the United States, and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 U.S.C. 1001.
- e. Notice. Offeror shall provide written notice to the Contracting Officer if, at any time before the contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- f. Restrictions on contract award. Unless a waiver to these restrictions is granted by the Secretary of Housing and Urban Development, no contract will be awarded to an Offeror (1) who is owned or controlled by a citizen or national of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, (2) whose subcontractors are owned or controlled by citizens or national of a foreign country on the USTR list or, (3) who incorporates any product of a foreign country on the USTR list in the public works project.
- g. USTR List. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country-Japan. The USTR can add countries to the list, and remove countries from it, in accordance with section 109 (C) of PUB. L. 100-202.

RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS

- a. Definitions. "Component", as used in this clause, means those articles, materials, and supplies incorporated directly into the product. "Contractor or subcontractor of a foreign country," as used in this clause, means any Contractor or subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A contractor or subcontractor shall be considered to be a citizen or national of a foreign country, or controlled directly or indirectly by citizens or nationals of a foreign country:
 - i. If 50 percent or more of the Contractor or subcontractor is owned by a citizen or a national of the foreign country;
 - ii. If the title to 50 percent or more of the stock of the Contractor or subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country.
 - iii. If 50 percent or more of the voting power in the Contractor or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country;
 - iv. In the case of a partnership, if any general partner is a citizen of the foreign country;
 - v. In the case of a corporation. If its presidents or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizens of the foreign country or the

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corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or

- vi. In case of a contractor or subcontractor who is a joint venture, if any participant firm is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (A) 1 through 5 of this clause. "Product", as used in this clause, means construction materials, i.e. articles, materials and supplies brought to the construction site for incorporation into the public works project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including vehicles or construction equipment. In determining the origin of a product, Collin County will consider a product as produce in a foreign country if it has been assembled or manufactured in the foreign country, or if the cost of the components mined, produced, or manufactured in the foreign country exceed 50 percent of the cost of all its components.
- b. Restrictions. The Contractor shall not (1) knowingly enter into any subcontract under this contract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the United States Trade Representative (see paragraph (C) of this clause, or (2) supply any product under this contract of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR.
- c. USTR List. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country-Japan. The USTR can add other countries to the list, or remove countries from it, in accordance with section 109 (C) of PUB. L. 100-102.
- d. Certification. The Contractor may rely upon the certification of a prospective subcontractor that it is not a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR and that products supplied by such subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, unless such Contractor has knowledge that the certification is erroneous.
- e. Subcontractors. The Contractor shall incorporate this clause, modified only for the purpose of properly identifying the parties, in all subcontracts. This paragraph (E) shall also be incorporated in all subcontracts.

RIGHTS TO INVENTIONS (2 CFR Appendix II to Part 200 (F))

Any discovery or invention that arises during the course of the contract shall be reported to Collin County. This clause requires the Contractor to disclose promptly inventions to the County (within 2 months) after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

If the Federal award meets the definition of "funding agreement" under 37 C.F.R. §.401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of Title 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government

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Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974 (24 CFR 570.602)

Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.

SECTION 3 ACT OF 1968 (12 U.S.C. 1701u and 24 CFR Part 135) **DISCLAIMER: THIS CONTRACT IS NOT HUD-FUNDED AND THEREFORE SECTION 3 DOES NOT APPLY TO THIS CONTRACT.**

For any HUD-funded contract with a value in excess of \$100,000, Contractor and subcontractors must comply with the Section 3 Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons. Section 3 is triggered when the normal completion of construction and rehabilitation projects creates the need for new employment, contracting, or training opportunities.

For any Section 3 Covered Contracts, Contractor and subcontractors must comply with all provisions of the Section 3 Act of 1968, contained under 24 CFR 135. Contractor and subcontractors must include the Section 3 Clause in its entirety, in every subcontract subject to compliance with regulations in 24 CFR 135.

Contractor and subcontractors must assure that to the greatest extent feasible, contracts for work to be performed in connection with the project are awarded to Section 3 Business Concerns. Contractor and subcontractors must post all new hire opportunities with the local Workforce Solutions Center and/or Work-in-Texas, in accordance with 24 CFR 135. The minimum numeric goals for Section 3 utilization are:

- 30 percent of total number of new hires are Section 3 Residents (i.e. 1 out of 3 new hires);
- 10 percent of all awarded construction contracts are awarded to Section 3 Business Concerns;
- 3 percent of all awarded non-construction contracts are awarded to Section 3 Business Concerns.

TRANSACTIONS WITH TERRORIST ORGANIZATIONS PROHIBITED (Texas Government Code 2252.152)

Pursuant to Chapter 2252, Texas Government Code, Contractor shall certify that, at the time of execution of this Contract, neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (1) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the

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Texas Government Code, or (2) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

TERMINATION FOR CAUSE & CONVENIENCE (2 CFR Appendix II to Part 200 (A) and (B))

Pursuant to 2 CFR Appendix II to Part 200 (A), Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to 2 CFR Appendix II to Part 200 (B), all contracts in excess of \$10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. Collin County shall have the right to terminate this contract for cause and convenience.

In the event of a failure by Contractor to satisfactorily perform the services specified herein and/or a default by Contractor in abiding by the other terms and conditions of this Contract, Collin County may terminate the Contract on written notice to Contractor and Contractor shall be liable for all damages, costs, and expenses (including attorney fees) incurred by County related to this default. Such termination is in addition to and not in lieu of any other remedies that Collin County may have in law or equity. Administrative remedies for non-performance, violation or breach of contract terms, or termination of contract for default may include suspension and debarment. Collin County may assess liquidated damages for failure to meet completion deadlines, contract breaches, or performance failures of the Contractor or its Subcontractors.

Contractor shall be provided the opportunity to cure certain performance failures or instances of default as described in the contract documents. The legal dispute resolution process as applicable under the Texas Civil Practice and Remedies Code shall include, but is not limited to, Texas and Civil Practice and Remedies Section 38 – Attorney’s Fees, Texas Civil Practice and Remedies Section 41 – Damages, and Texas Civil Practice and Remedies Section 154 – General Provisions. Collin County and Contractor(s) should attempt to resolve any claim for breach of contract made by Contractor, to the extent it is applicable to the Contract and not preempted by other law. Except as otherwise provided by law, nothing herein is a waiver by the County or the State of Texas of the right to seek redress in a court of law.

Termination provisions are included in the **Contract Requirements & Payment**, Section IX, portion of this RFP.

VERIFICATION NOT TO BOYCOTT ISRAEL

As required by Texas Government Code Chapter 2270, Contractor verifies that it does not boycott Israel and will not boycott Israel through the term of this Contract. For purposes of this verification, “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.

VENDORS/CONTRACTORS OWING TAXES OR OTHER DEBTS

Pursuant to Texas Local Government Code 262.0276, if, during the performance of this contract, Contractor’s taxes become delinquent or Contractor becomes otherwise indebted to Collin County, Collin County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code 154.045.

Attachment I

REQUIRED CONTRACT PROVISIONS

Whether or not a Contractor's taxes are delinquent will be determined by an independent review of the Tax Office records. Contractors are encouraged to visit the Tax Office website at www.hctax.net, set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Contractors who believe a delinquency is reflected in error must contact the Tax Office to correct any errors or discrepancies prior to submitting their Proposal in order to ensure that their Proposal will be considered. Furthermore, if, during the performance of this contract, a Contractor's taxes become delinquent or a vendor becomes otherwise indebted to Collin County, Collin County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all responses due on or after November 1, 2009.

WHISTLEBLOWER PROTECTION ACT

Contractor, subcontractors, and employees working on this Project shall be subject 41 U.S. Code § 4712, which requires that an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

The Contractor shall inform its employees and subcontractors in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts providing services for this Project.

Attachment J

CPI-W Based Price Adjustment Calculations

For any year in which a current contract is renewed, the renewal year pricing will be determined by adjusting the current year pricing by the average inflationary/deflationary effect, as reported in the Consumer Price Index of Urban Wage Earners and Clerical Workers (CPI-W) for Collin County, Texas, between the current or prior year as compared to the year preceding the current or prior year of the contract. The CPI-W, as published by the U.S. Bureau of Labor Statistics (BLS), is a measure, over time, of the average change in the compensation of urban wage earners and clerical workers.

The average inflationary/deflationary effect will be determined by totaling, and dividing by six (6), the inflationary/deflationary effects of six (6) twelve (12) month periods occurring prior to expiration of the current contract. Since the inflationary/deflationary effect for the Collin County, TX area is calculated by the BLS every other month beginning in February, and since the intention to renew a contract should be determined in the ninth of the contract, all required data for calculating the average adjustment rate need be current only five (5) or six (6) months prior to the scheduled expiration of the current contract.

For example, assuming a contract expires in November or December, the end of the most recent twelve (12) month period will be June of the year of the current contract. The end of each of the other five (5) twelve (12) month periods will be the second month before the end of the immediately preceding twelve (12) month period. Therefore, the six (6) twelve (12) month periods applicable to a contract expiring in November or December, 2019, are:

Period #:	1	2	3	4	5	6
From:	6/18	4/18	2/18	12/17	10/17	8/17
To:	6/19	4/19	2/19	12/18	10/18	8/18

Period #1 is from June of the first year before the contract period to June of the year of the contract period,

Period #2 is from April of the first year before the contract period to April of the year of the contract period,

Period #3 is from February of the first year before the contract period to February of the year of the contract period,

Period #4 is from December of the second year before the contract period to December of the first year before the contract period,

Period #5 is from October of the second year before the contract period to October of the first year before the contract period,

Period #6 is from August of the second year before the contract period to December of the first year before the contract period.

Attachment K

Description of Position Titles

DESCRIPTION OF POSITION TITLES FOR DEBRIS MONITORING FIRM

1. **Principal In Charge:** The Principal-in-Charge is a senior ranking company representative responsible for the overall operation. The responsibilities of the Principal-in-Charge include, but are not limited to, assurance of technical, administrative, labor, quality, and federal reimbursement objectives have been met in accordance with County standards.
2. **Project Manager:** The Project Manager is responsible for the day-to-day operations of the engagement. The responsibilities of the Project Manager include, but are not limited to, providing assistance to the Principal-in-Charge in the administration of the contract with the County; enforcement of the contract provisions; serving as the primary point of contact for County staff; maintaining appropriate staffing levels; implementation of quality assurance and control measures; review of daily activity; ensuring that appropriate activities are reimbursable to the client under various grant programs (including the FEMA Public Assistance program); review and submittal of invoices; and overall management and oversight of the County project.
3. **Deputy Project Manager:** The Deputy Project Manager is responsible for providing backup support for the Project Manager. The Deputy Project Manager will serve in a subordinate role to the Project Manager and will fill in for the Project Manager at times when the Project Manager is temporarily unavailable.
4. **Data Manager:** The Data Manager oversees the entering, tabulating, and organization of collection and disposal data into FEMA-required formats and TCEQ-required formats. Similar forms may be required for submission under other federal or state government programs. The Data Manager provides regular updates on the quantities and types of debris collected. The Data Manager designs and implements quality assurance and control processes for the review and verification of field and debris vendor-provided data in support of invoices. The Data Manager shall be responsible for implementation and support of any electronic monitoring interface software provided by the vendor.
5. **Field Supervisor:** Field Supervisors are assigned for both collection and disposal operations. The Field Supervisor(s) for collection operations are responsible for coordinating all collection monitoring activity for their assigned debris vendor within their designated zones or areas. Field Supervisors for disposal operations are responsible for coordinating all monitoring activity at each of the approved Temporary Debris Storage and Reduction site locations. In this capacity, the Disposal Field Supervisors resolve disposal site issues, review load tickets for accuracy, certify the cubic yard capacity on collection vehicles, and serve as immediate field contacts for all parties. All field supervisors will likely serve as liaisons with the debris vendors and provide assistance in the dispatch and coordination of Vendor resources.
6. **Disposal Site Monitor:** Disposal Site Monitors are responsible for viewing inbound and outbound disaster debris from towers at the approved DMS locations. This is done to verify truck percentages full, types of waste, and that trucks have been fully unloaded. Disposal Site Monitors also coordinate the handling of load tickets that record required federal data. The Vendor shall provide load tickets for the operation to their monitors at no additional cost to the County; the tickets shall be considered incidental expenses. Vendor shall provide monitors at Temporary Debris Management Sites (TDMS) and at selected Landfill Disposal Sites.
7. **Collection Monitor:** In order to obtain federal reimbursement, all loads must be monitored on-route by Collection Monitors. Collection Monitors ensure that the debris collected has been taken from the right-of-way within areas designated by the County, and that the debris is hurricane (or other specified event) related. Collection Monitors also monitor the identification, selection and removal of damaged trees and branches. Collection Monitors document the collection effort on load tickets which provide federally required data. Vendor shall provide load tickets at no additional cost to the County; the tickets shall be considered an incidental expense.

Attachment K

Description of Position Titles

8. **Project Coordinator:** The primary responsibility of the Project Coordinator is to organize and maintain project data – including load tickets, truck certifications, leaner / hanger photographs, etc. Project Coordinators also assist the Project Manager and Operations Manager in resolving various operational issues on a daily basis (e.g. crew quits early and monitor needs to be reassigned, etc.).
9. **Load Ticket Data Entry Clerk:** If required for operations, Load Ticket Data Entry Clerks serve to enter load ticket and other data into spreadsheet or database format acceptable to FEMA, other federal agencies, TCEQ and the County. Clerks also provide secondary review of data quality and attempt to resolve anomalies.
10. **Billing/Invoice Analyst:** The Billing/ Invoice Analyst works to support the Billing/Invoice Manager in matters assigned related to the analysis of vendor submitted invoices and data necessary to evaluate those invoices.
11. **Billing/Invoice Manager:** The Billing/Invoice Manager works with the Data Manager to ensure the entering, tabulating, and organization of collection and disposal data into federally required formats. The Billing/Invoice Manager develops regular updates on the quantities and types of debris collected. The Billing/Invoice Manager provides quality assurance and control processes for the review and verification of field and debris vendor-provided data in support of invoices.
12. **Operations Manager:** The Operations Manager reports to the Project Manager and provides daily oversight to the Field Supervisors. The Operations Manager is additionally responsible for coordinating the scheduling of monitoring personnel with Scheduler/Expediter and resolving personnel-related issues.
13. **Public Drop-Off Site Monitor:** Public Drop-off Site Monitors are responsible for monitoring inbound public debris to approved public disposal locations. In addition, Public Drop-off Site Monitors coordinate the transportation of hurricane (or other event) debris from the Public Disposal Site to the closest DMS. Vendor shall provide monitors at Temporary Debris Management Sites (TDMS) and at selected Landfill Disposal Sites.
14. **GIS Operator:** The GIS Operator is a GIS skilled employee that works to support the debris management effort, as directed by the County.
15. **Federal Coordinator/Specialist:** The Federal Coordinator/ Specialist is responsible for the oversight of all Field Monitoring activities to ensure compliance with all Federal, State, or Local regulations, other applicable federal regulations, and disaster-specific guidance. The Federal Coordinator/Specialist is also responsible for evaluating and assessing the impact of all Federal, State, and Local regulations, and disaster-specific guidance on other existing project operations and, if necessary, implementing process changes to ensure compliance. The Federal Coordinator/ Specialist is responsible for ensuring that all field activities conform to all applicable federal and state requirements.
16. **Consultant Liaison:** Consultant Liaison shall be provided to each of Collin County's disaster areas as requested, and is responsible for addressing issues and concerns within their assigned area. The Liaison shall be available to attend meetings with staff as well as the project team as a whole, and must be familiar with all operations within that area. The Liaison shall be a problem solver both within debris monitoring firm for issues particular to work within the area, and shall work with appropriate staff to address any issues within that area that are outside of the monitoring firm's direct authority.
17. **Public Information Support Manager:** The Public Information Support Manager shall be responsible for managing all aspects of the public information support activities requested, which may include the management of a call center or the development of messaging for the public. The Public Information Support Manager will only be needed if requested and will work closely with the County's Public Information Officer.
18. **Call Center Staff:** If the recovery response warrants the creation of a call center, Call Center Staff shall be brought on to answer calls or emails from the public related to basic questions the public may have, read pre-scripted information to the public, provide basic information as directed by the County's Public Information Officer, and/or document conversations for the County's further use.

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.

ATTACHMENT M - CONTRACTOR PROFILE

(To be submitted within fifteen (15) working days after being notified of award.)

Project Name: _____ Project No. _____

Name of Contractor _____ Contractor's FED Tax ID# _____ DUNS # _____

Name of Subcontractor _____ Subcontractor's FED Tax ID# _____ DUNS # _____

Category of Trade (e.g. Carpentry, Electrical, Plumbing, etc.)

Type of Contract:

- Construction Professional Non-professional Services Supplies Equipment
 Architectural / Engineering

Name of Principle Owner(s) _____

Name of Contact Person _____

Company Address _____

Phone _____

Email _____

Estimated Amount of Contract or Subcontract: \$ _____

Women Owned: Yes No

Minority Owned: Yes No

Section 3 Business: Yes No (if yes, must attach the Collin County Section 3 Business Concern Self-Certification form)

Racial/Ethnic Codes:

White American

Black/African American

Asian/Pacific American

Native American

Hispanic Americans

Hasidic Jews

Multi-racial _____

Signature of Contractor

Date

EXHIBIT 1

STATE OF TEXAS

CONTRACT FOR SERVICES

COUNTY OF COLLIN

BACKGROUND

This contract for services is made and entered into by and between _____, a _____ corporation (hereinafter referred to as "PROVIDER"), and COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter referred to as "COUNTY"), to be effective from and after the date hereinafter provided.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

CONTRACT FOR SERVICES

1. SCOPE OF SERVICES

PROVIDER will perform Disaster Debris Monitoring and Related Services, Countywide which adhere to and include, but are not limited to, all required federal contract provisions as required of any federally-funded work (See Attachment A & B). These services will include, but are not limited to:

- 1.1 Project Management
- 1.2 Seventy (70) Hour Push Period Assistance
- 1.3 Public Information Support
- 1.4 Truck Certification
- 1.5 Field Monitoring
- 1.6 DMS Monitoring and Support
- 1.7 Data Administration and Invoice Reconciliation
- 1.8 Funding Support
- 1.9 Safety
- 1.10 Regulatory and FEMA Policy Familiarity
- 1.11 Annual Coordination
- 1.12 General Operations Requirements
- 1.13 Invoicing Requirements

2. DOCUMENTS INCORPORATED BY REFERENCE

The parties agree that this contract includes the plans and specifications for the Services identified thereon as such, plus the following (if any): (1) this written Services Contract, including any changes or modifications; (2) Addendum(s); (3) Advertisement for bids, Instruction to bidder, Invitation to Bid and Bid Form; (4) Special Conditions and Specifications; (5) The Payment bond in the sum of One Hundred Percent (100%) of the

total Contract Price; (6) The Performance Bond in the sum of One Hundred Percent (100%) of the total Contract Price, all of which are hereby incorporated herein by reference and made a part hereof. Change Orders issued hereafter, and any other amendments executed by the Owner and Provider, shall become and be a part of this Contract. Documents not included or expressly contemplated in this Paragraph 2 do not, and shall not, form any part of this contract. **Notwithstanding, no deviations in the Provider's Executed Bid form from the Request for Proposal, Plans or other Contract documents prepared by the County shall be incorporated herein unless expressly provided in this Contract. Any conflict with the Providers Executed Bid Form and the Request for Proposal, Plans and other contract documents prepared by the County shall be construed in favor of the contract documents prepared by the County.**

3. TERM OF CONTRACT

The Contract begins on _____ and concludes on _____.

4. COST

The COUNTY will pay no more than \$_____ pursuant to this contract. COUNTY will pay PROVIDER within 30 days of invoice receipt when the PROVIDER satisfies the following conditions:

- 4.1 PROVIDER will bill for services performed in accord with this contract;
- 4.2 PROVIDER will send a/an (monthly, if applicable) invoice to Collin County, Accounts Payable, 2300 Bloomdale Rd, Suite 3100, McKinney, TX 75071;
- 4.3 PROVIDER's invoice will detail the services provided; (Address any additional rates/costs involving reports, materials, etc., and the number of such items, etc.)
- 4.4 PROVIDER's invoice may include travel expenses if transportation is required to fulfill contract obligations. Travel expense reimbursement will not exceed \$_____ **OR** travel must be preapproved. Any travel reimbursement must include receipts. Reimbursement will be made at the following rate(s):
 - Per Diem Rate: (use County rate)
 - Airfare: (preapproval may be needed)
 - Mileage: (current County mileage rate)(Address each travel reimbursement that is pertinent to the contract (per diem, mileage, vehicle rental, airfare, etc. If no travel is included, state "No travel expenses are included in this contract." **or** "It is understood that any expenses not specifically mentioned in this contract will not be reimbursed.")

5. INDEMNIFICATION

To the fullest extent permitted by law, the PROVIDER and his sureties shall indemnify, defend and hold harmless the COUNTY and all of its, past, present and future, officers, agents and employees from all suits, cause of action, claims, liabilities, losses, fines, penalties, liens, demands, obligations, actions, proceedings, of any kind, character, name and description brought or arising, on account of any injuries or damages received or sustained by any person, destruction or damage to any property on account of, in whole or part, the operations of the PROVIDER, his agents, employees or SubProviders; or on account of any negligent act or fault of the PROVIDER, his agents, employees or

SubProviders in the execution of said Contract; failing to comply with any law, ordinance, regulation, rule or order of any governmental or regulatory body including those dealing with health, safety, welfare or the environment; on account of the failure of the PROVIDER to provide the necessary barricades, warning lights or signs; and shall be required to pay any judgment, with cost, which may be obtained against the COUNTY growing out of such injury or damage. In no event shall COUNTY be liable to PROVIDER for indirect or consequential damages or loss of income or profit irrespective of the cause, fault or reason for same. PROVIDER'S duty to indemnify herein shall not be limited by any limitation on the type or amount of damages payable by or for PROVIDER or any SubProvider under workman's compensation acts, disability benefit acts or any other employee benefit acts.

In addition, the PROVIDER likewise covenants and agrees to, and does hereby, indemnify and hold harmless the COUNTY from and against any and all injuries, loss or damages to property of the COUNTY during the performance of any of the terms and conditions of this Contract, arising out of or in connection with or resulting from, in whole or in part, any and all alleged acts or omissions of officers, agents, servants, employees, PROVIDERS, SubProviders, licenses or invitees of the PROVIDER.

The rights and responsibilities provided in this indemnification provision shall survive the termination or completion of this Contract.

6. AGENCY-INDEPENDENT CONTRACT

PROVIDER is an independent Provider. COUNTY will not direct the PROVIDER in the details of performing its duties. PROVIDER and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This contract does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the COUNTY. This contract does not entitle COUNTY to any benefit, privilege or other amenities of employment with the PROVIDER.

7. MISCELLANEOUS PROVISIONS

7.1 FINANCIAL INTEREST IN ANY CONTRACT BY COUNTY'S OFFICERS, EMPLOYEES OR AGENTS

No officer, employee or agent of the COUNTY shall have a financial interest, direct or indirect, in any contract with the COUNTY or be financially interested, directly or indirectly, in the sale to the COUNTY of any land, materials, supplies or services, except on behalf of the COUNTY as an officer or employee. Any willful violation of this article shall constitute malfeasance in office, and any officer or employee guilty thereof shall thereby forfeit his office or position. Any violation of this article with the knowledge, expressed or implied, of the persons, partnership, company, firm, association or corporation contracting with the COUNTY shall render the contract involved voidable by the COUNTY.

7.2 SERVICE OF NOTICES

The COUNTY and the PROVIDER shall each designate addresses where all notices, directions or other communication may be delivered or to which they may be mailed.

Notices to the surety or sureties on contract bonds shall be directed or delivered to the home office, or to the agent or agents who executed the bonds on behalf of the surety or sureties,

or to their designated agent for delivery of notices.

Actual delivery of any such notice, direction or communication to the aforesaid places or depositing it in a postpaid wrapper addressed thereto in any post office regularly maintained by the United States Postal Service shall be conclusively deemed to be sufficient service thereof upon the above persons as of the date of such delivery or deposit.

The designated addresses may be changed at any time by an instrument in writing executed by the party changing the addresses and delivered to the other party.

Nothing herein contained shall, however, be deemed to preclude or tender inoperative the service of any notice, direction or communication upon the above parties personally or, if the PROVIDER be a corporation, upon any officer or director thereof.

7.3 UNLAWFUL PROVISIONS DEEMED STRICKEN

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect.

7.4 ALL LEGAL PROVISIONS INCLUDED

It is the intent and agreement of the parties to this contract that all legal provisions of law required to be inserted herein shall be and are inserted herein. If through mistake or oversight, however, any such provision is not herein inserted, or is not inserted in proper form, then upon application of either party, the contract shall be amended so as to strictly comply with the law and without prejudice to the rights of either party hereunder.

7.5 ASSIGNMENTS

The PROVIDER shall not assign, transfer, convey or otherwise dispose of this contract, or his right to execute it, or his right, title or interest in it or any part thereof without the previous written consent of the surety company and the written approval of the COUNTY.

The PROVIDER shall not assign, either legally or equitably, by power of attorney or otherwise, any of the monies due or to become due under this Contract or its claim thereto without the prior written consent of the surety company and the written approval of the COUNTY.

The approval of the COUNTY of a particular assignment, transfer or conveyance shall not dispense with such approval to any further or other assignments.

The approval by the COUNTY of any assignment, transfer or conveyance shall not operate to release the PROVIDER or surety hereunder from any of the Contract and bond obligations, and the PROVIDER shall be and remain fully responsible and liable for the defaults, negligent acts and omissions of his assignees, their agents and employees, as if they were his own.

7.6 STATE AND LOCAL SALES AND USE TAXES

The COUNTY qualifies for exemption from the state and local sales and use taxes, pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise and Use Tax Act. Therefore, the PROVIDER shall not pay such taxes which would otherwise be payable in

connection with the performance of this Contract.

The PROVIDER shall issue an exemption certificate in lieu of the tax on the purchase, rental or lease of:

- A. all materials, supplies, equipment and other tangible personal property incorporated into the real property being improved; and
- B. all materials, supplies, equipment and other tangible personal property used or consumed by the PROVIDER in performing the Contract with the COUNTY. Materials and supplies "used in the performance of a contract" include only those materials actually incorporated into the property being improved and those supplies directly used to incorporate such materials into the property being improved. Overhead supplies and supplies used indirectly or only incidental to the performance of the Contract with the COUNTY are not included in the exemption.

Under "reasons said purchaser is claiming this exemption" in the exemption certificate, the PROVIDER must name the COUNTY and the project for which the equipment, material and supplies are being purchased, leased or rented.

7.7 VENUE AND GOVERNING LAW

The parties agree that the laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Contract, and that the exclusive venue for any legal proceeding involving this Contract shall be in Collin County, Texas.

7.8 NO WAIVER OF LEGAL RIGHTS

Inspection by the Architect or COUNTY; any order, measurement, quantity or certificate by the Architect; any order by the COUNTY for payment of money; any payment for or acceptance of any work; or any extension of time or any possession taken by the COUNTY shall not operate as a waiver of any provisions of the contract or any power therein reserved to the COUNTY of any rights or damages therein provided. Any waiver of any breach of contract shall not be held to be a waiver of any other or subsequent breach. The COUNTY reserves the right to correct any error that may be discovered in any estimate that may have been paid and to adjust the same to meet the requirements of the Contract Documents. The COUNTY reserves the right to recover by process of law sums as may be sufficient to correct any error or make good any deficiency in the Work resulting from such error, dishonesty or collusion by the PROVIDER or his agents, discovered in the Work after the final payment has been made.

Neither final acceptance of the Work, nor final payment shall relieve the PROVIDER of responsibility for faulty materials or workmanship, and the PROVIDER shall promptly remedy any defects due thereto and pay for any damage to other work resulting therefrom. Likewise, neither final acceptance nor final payment, nor partial or entire use or occupancy of the work by the COUNTY shall constitute acceptance of work not done in accordance with the Contract Documents or relieve PROVIDER of liability with respect to any expressed or implied warranties or responsibility for faulty materials or workmanship, whether same be patently or latently defective.

7.9 OBLIGATION TO PERFORM FUNCTIONS

Any failure or neglect on the part of COUNTY or Architect or inspectors to enforce provisions herein dealing with supervision, control, inspection, testing or acceptance and approval of the work shall never operate to relieve PROVIDER from full compliance with the Contract

Documents nor render COUNTY liable to PROVIDER for money damages, extensions of time or increased compensation of any kind.

7.10 SUCCESSORS AND ASSIGNS

Subject to the limitations upon assignment and transfer herein contained, this contract shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

7.11 HEADINGS

The title and headings contained in the Contract Documents and the subject organization are used only to facilitate reference, and in no way define or limit the scope of intent of any of the provisions of this Contract.

7.12 INTERPRETATION

Although this Agreement is drafted by the COUNTY, Collin County, should any part be in dispute, the parties agree that this Construction Agreement shall not be construed more favorable for either party. No rule of construction requiring that ambiguities in this Contract shall be construed more favorably for either party shall apply.

7.13 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.

7.14 FORCE MAJEURE

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

8. PARTIES ADDRESSES

COUNTY:

Emergency Management
Attn: Kelley Stone/Randall Gurney
4690 Community Ave.
Suite 200
McKinney, TX 75071

County Administrator
Attn: Bill Bilyeu
2300 Bloomdale Ave.
Suite 4192

McKinney, TX 75071

Purchasing
Attn: Gina Zimmel
2300 Bloomdale Ave.
Suite 3160
McKinney, TX 75071

PROVIDER

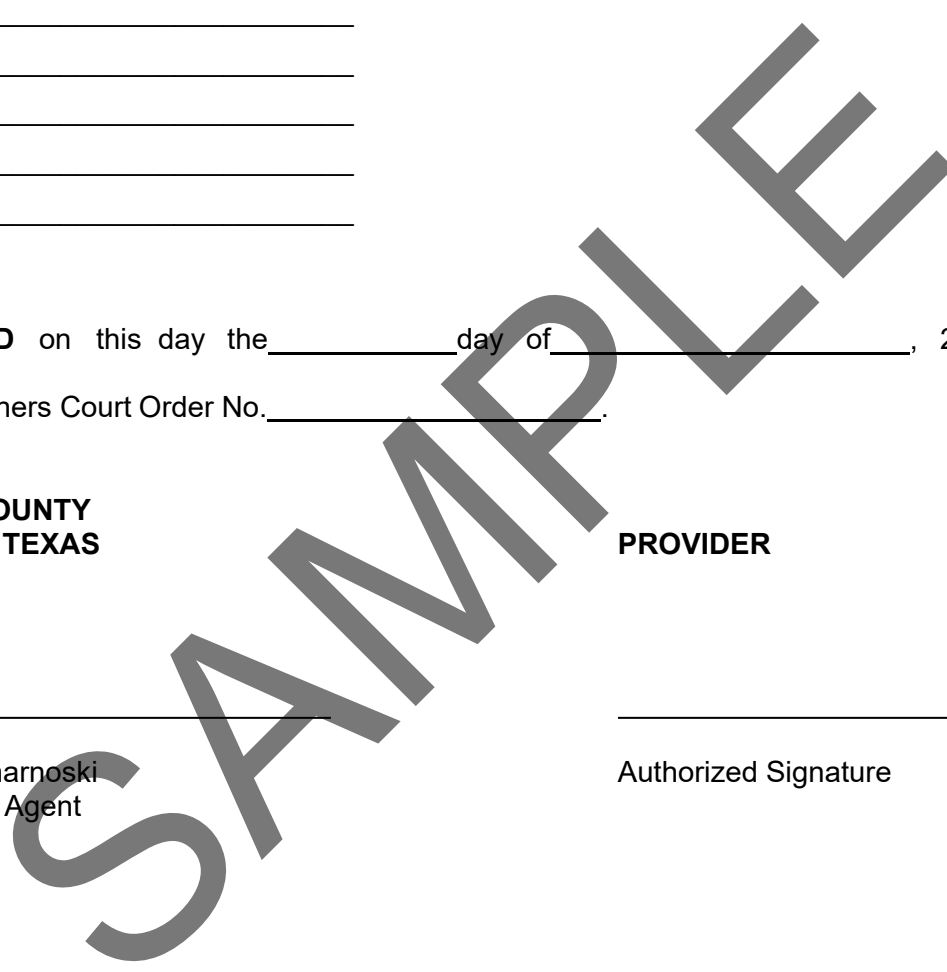
APPROVED on this day the _____ day of _____, 2020, by
Commissioners Court Order No. _____.

**COLLIN COUNTY
STATE OF TEXAS**

PROVIDER

Michelle Charnoski
Purchasing Agent

Authorized Signature



ATTACHMENT A – REQUIRED FEDERAL STANDARDS & CONTRACT PROVISIONS

The undersigned [Offeror] certifies, to the best of his or her knowledge that _____, Offeror company or legal entity responding to this RFP, understands and is in compliance with the applicable federal standards and regulatory requirements, including but not limited to those specified in Title 2 Code of Federal Regulations 200.326 and 2 C.F.R. 200 Appendix II, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and those listed under *Required Contract Provisions* (Attachment N), and agrees to pass through these requirements to its subcontractors and third-party contractors who will perform work on or are relevant to this contract, as applicable. **Offeror must initial by each regulatory requirement and sign below.**

- _____ **A. ACCESS TO RECORDS & RECORD RETENTION** – Offeror agrees to comply with 2 CFR 200.336 and provide Collin County, the State of Texas, the Texas General Land Office (GLO), the U.S. Department of Housing and Urban Development (HUD), the FEMA Administrator, the Inspectors General, the Comptroller General of the United States, or any of their pass-through entities or authorized representatives access to any books, documents, papers, and records of the successful Offeror(s) which are directly pertinent to this contract/project for the purposes of making/responding to audits, examinations, excerpts, and transcriptions. Successful Offeror shall maintain all records pertaining to the project for seven (7) years after receiving final payment and after all other pending matters have been closed.
- _____ **B. ACCESSIBILITY** – Offeror agrees to comply with all federal, state and local laws and regulations which prohibit recipients of federal funding from discriminating against individuals with disabilities. Applicable laws and regulations with which Offeror must comply shall include, but are not limited to, the following: Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9); the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157); the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40 and Appendix A to 41 CFR Part 101-19, subpart 101-19.6); the Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225); Texas Administrative Code, Title 10, Chapter 60, Subchapter (B) the Texas Architectural Barriers Act (TABAA); the Architectural Barriers (AB) Rules; and the Texas Accessibility Standards (TAS).
- _____ **C. BYRD ANTI-LOBBYING AGREEMENT** – Offeror submitting responses for contract opportunities expected to exceed \$100,000 agree to comply with CFR 200 Appendix II (J) and 24 CFR 570.303, and shall file the required certification (see Attachment C, *Certification Regarding Lobbying*) under 31 U.S.C. 1352.
- _____ **D. CIVIL RIGHTS ACT OF 1964 (TITLE VI 42 U.S.C. § 2000D)** – Offeror agrees to comply with Title VI of the Civil Rights Act of 1964, Section 109 of the Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9), and the Americans with Disabilities Act of 1990 (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225), which prohibits Contractors from excluding or denying individuals benefits or participation in this project on the basis of race, color, religion, national origin, sex, or disability. The provisions require that no person in the United States shall on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds made available pursuant to these Acts.
- _____ **E. CLEAN AIR ACT & THE FEDERAL WATER POLLUTION CONTROL ACT** – If at any time during the contract term funding to contract exceeds \$150,000, Offeror agrees to comply with all provisions of the Clean Air Act (42 U.S.C. 85) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Offeror agrees it shall not expend such funds by making use of subcontracting with facilities

included on the Environmental Protection Agency List of Violating Facilities as per Section 306 of the Clean Air Act, Section 508 of The Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations 40 CFR.

For any subcontractors under this contract receiving contracts in excess of \$150,000 Offeror agrees to include a provision that requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 85) and Section 308 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- _____ **F. *CONTRACT WORK HOURS & SAFETY STANDARDS ACT*** – Offeror agrees to comply with the Contract Work Hours and Safety Standards Act. For any contract awarded under this contract opportunity in excess of \$100,000, that contract shall be a covered transaction for purposes of compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
- _____ **G. *COPELAND “ANTI-KICKBACK” ACT*** – Offeror agrees to comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each vendor, contractor, subcontractor, or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- _____ **H. *COST PLUS CONTRACTING PROHIBITED*** – Offeror agrees to comply with the prohibition against cost-plus-a-percentage-of-cost (CPPC) contracting. Pursuant to 2 CFR 200.323(d), Offeror agrees to never use cost plus a percentage of cost and percentage of construction cost methods of contracting, including in subcontracts and third-party contracts. A cost-plus contract is one that is structured to pay the contractor or subcontractor their actual costs incurred, plus a fixed percent for profit or overhead.
- _____ **I. *DAVIS-BACON & RELATED ACTS*** – When applicable, Offeror agrees to comply with the Davis-Bacon and Related Acts, and the requirements shall be applicable to any labor or mechanic work completed in connection with this contract which fall under the Davis-Bacon Act. Any Contractor awarded under this contract is required to comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 3 and part 6). In accordance with the statute, Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- _____ **J. *DEBARMENT AND SUSPENSION*** – Offeror affirms that it is not debarred nor suspended from receiving federally-funded awards. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension). These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities.
- _____ **K. *ENERGY EFFICIENCY*** – Offeror agrees to comply with the standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

L. EQUAL EMPLOYMENT OPPORTUNITY – Offeror agrees to comply with the Equal Opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor).

Offeror agrees it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Offeror agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

M. EQUAL EMPLOYMENT OPPORTUNITY FOR WORKERS WITH DISABILITIES – Offeror agrees to comply with the requirements of the equal opportunity clause at 41 CFR 60-741.5(a). This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

Offeror agrees to include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor.

N. EQUAL EMPLOYMENT OPPORTUNITY FOR VETERANS – Offeror agrees to comply with required Equal Employment Opportunity for VEVRAA Protected Veterans provisions (41 CFR 60.300). Offeror agrees it shall not discriminate against any employee or applicant for employment because he or she is a disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran in regard to any position for which the employee or applicant for employment is qualified. Offeror agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a protected veteran in all employment practices.

Offeror shall include the Equal Employment Opportunity for VEVRAA Protected Veterans clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract).

O. FAIR LABOR STANDARDS ACT – Offeror agrees to comply with the Fair Labor Standards Act of 1938 (29 U.S.C. Section 201 et seq.). Offeror warrants and represents that it will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 United States Code (U.S.C.) Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000, et al., as amended; or any provisions of the Texas Labor Code Ann., as amended.

P. FLOOD DISASTER PROTECTION ACT OF 1973 – Offeror agrees to comply with the provisions in 24 CFR 570.605, Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106), and the regulations in 44 CFR Parts 59-79.

Q. GREEN BUILDING – Offeror agrees to comply with local codes and national building codes for any work involving rehabilitation or construction, including design. When contract is funded, in whole or in part, by HUD funding, Offeror agrees to comply with applicable Green Building standards to the maximum extent feasible. Green Building standards may apply to single-family properties, multifamily properties, or both and may include, but are not limited to best practices defined under LEED, Enterprise Green Communities, or NAHB National Green Building Standards and may include specific measures for water conservation, energy

efficiency, and indoor air quality. Offeror agrees to comply with the following standards, as applicable:

- 2009 ICC International Energy Conservation Code (IECC)
- ASHRAE 90.1-2007, which sets minimum energy standards for buildings except low-rise residential buildings
- ASHRAE 62.1-2010 and 62.2-2010, which set minimum standards for ventilation for indoor air quality for common areas in mid- and high-rise buildings, and low-rise residential buildings, respectively.
- New or replacement residential housing, when funded by CDBG-DR grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star for Multifamily High Rise and other applicable green building requirements.
- Moderate residential housing rehabilitation, when funded by CDBG-DR grants, must comply with the Community Planning & Development (CPD) Retrofit Checklist and provide Energy Star appliances, Water Sense or FEMP products if replaced.

_____ **R. HOLD HARMLESS AGREEMENT** – Offeror agrees to indemnify, defend, and hold harmless Collin County from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. The successful Offeror shall procure and maintain, with respect to the subject matter of this Request for Proposals, appropriate insurance coverage including, at a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this Request for Proposals. Certification of such coverage must be provided to the County upon request.

_____ **S. LEAD BASED PAINT** – When applicable, Offeror agrees to comply with the provisions found in 24 CFR 570.608, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (U.S.C. 4851-4856, and 24 CFR Part 35, subparts A, B, J, K, and R. This Article 2(f) is to be included in all subcontracts, for work in connection with this Agreement, which relate to residential structures.

_____ **T. NON-COLLUSION** – Offeror agrees to comply with The Sherman Act, which prohibits any agreement among competitors to fix prices, rig bids, or engage in other anticompetitive activity. Collusion, bid rigging, or other anticompetitive activity is considered a felony. Offeror agrees that it has not in any way directly or indirectly: Colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this contract opportunity or the terms or conditions of this contract opportunity; Paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the contract opportunity; or Assembled in coordination with any other organization in an attempt to fix the price of the work.

_____ **U. PARTICIPATION BY MINORITY & WOMEN-OWNED BUSINESS ENTERPRISES** – Offeror agrees to comply with the Minority and Women-owned Business Enterprise participation requirements under 2 CFR 200.321. Contractors who are awarded contracts with the County are required to take all affirmative steps necessary to subcontract with Minority and Women-owned Business Enterprises (MWBES).

_____ **V. POTENTIAL CONFLICT OF INTEREST** – In accordance with 2 CFR 200.112, Offeror agrees to comply with disclosure requirements pursuant to Texas Local Government Code, Chapter 176. Offeror agrees not to use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. By law, the Conflict of Interest Questionnaire (provided by the Texas Ethics Commission at www.ethics.state.tx.us) must be filed with the records administrator of the local

governmental entity not later than the 7th business day after the date Offeror becomes aware of facts that require the statement to be filed.

- _____ **W. PREVAILING WAGES** – When applicable, Offeror agrees to comply with Texas Government Code (TGC) 2258, Prevailing Wage Rates. In accordance with the statute, Contractors shall be required to pay wages to laborers and mechanics at a rate not less than the local prevailing wages, or Davis-Bacon wages, as applicable. If both Texas prevailing wages and Davis-Bacon provide rates for a particular class, Contractors must pay the greater wage rate.
- _____ **X. PROCUREMENT OF RECOVERED MATERIALS** – Offeror agrees to comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). As such, any Contractors awarded under this contract opportunities are subject to the requirements of Section 6002.
- _____ **Y. PROGRAM FRAUD & FALSE OR FRAUDULENT STATEMENT OR RELATED ACTS** – Offeror agrees to comply with 31 U.S.C. Chapter 38, *Administrative Remedies for False Claims and Statements*, which applies to the activities and actions of the Contractor and its subcontractors pertaining to any matter resulting from the contract.
- _____ **Z. RESTRICTIONS ON PUBLIC BUILDINGS & PUBLIC WORKS PROJECTS** – Offeror certifies by the submission of its Proposal that it:
- Is not a Contractor of a foreign country included on the USTR list.
 - Has not and will not enter into any subcontract with a subcontractor of a foreign country included on the USTR list.
 - Will not provide any product of a foreign country included on the USTR list.

ATTACHMENT B – PRICING

SAMPLE

INFORMATION REGARDING CONFLICT OF INTEREST QUESTIONNAIRE

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

For a copy of Form CIQ and CIS:

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

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

For a listing of current Collin County Officers:

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

At the time of this solicitation being released, the following are known to be involved in the planning, recommending, selecting, and contracting for the attached procurement:

Department:

Jason Browning – Emergency Manager/Fire Marshal
Kelley Stone – Assistant Emergency Management Specialist
Randall Gurney – Assistant Emergency Management Specialist
Jon Kleinheksel – Director of Public Works

Purchasing:

Michelle Charnoski, CPPB – Purchasing Agent
Marci Chrismon – Assistant Purchasing Agent
Gina Zimmer – Buyer II

Commissioners' Court:

Chris Hill – County Judge
Susan Fletcher – Commissioner Precinct No. 1
Cheryl Williams – Commissioner Precinct No. 2
Darrell Hale – Commissioner Precinct No. 3
Duncan Webb – Commissioner Precinct No. 4

