



COLLIN COUNTY

Office of the Purchasing Agent
2300 Bloomdale Road
Suite 3160
McKinney, Texas 75071
www.collincountytx.gov

COLLIN COUNTY, TEXAS

ADDENDUM No. Two (2)

RFQ No. 2021-311

REQUEST FOR QUALIFICATIONS

FOR

PROFESSIONAL SERVICES, TESTING AND BALANCING SERVICES FOR VARIOUS PROJECTS

DATE: AUGUST 10, 2021

NOTICE TO ALL PROSPECTIVE OFFEROR'S:

PLEASE MAKE THE FOLLOWING CHANGES TO THE REQUEST FOR QUALIFICATIONS:

ADD DOCUMENT:	ATTACHMENT B-SPECIAL CONDITIONS FOR CONTRACTS FUNDED BY U.S. FEDERAL GRANT
DELETE DOCUMENT:	RFQ SPECIFICATIONS
REPLACE WITH:	RFQ SPECIFICATIONS REV. 1 (CHANGES IN RED)
CHANGE CLOSE DATE:	FROM: AUGUST 12, 2021 AT 2:00 P.M. TO: AUGUST 26, 2021 AT 2:00 P.M.
CHANGE QUESTION DEADLINE:	FROM: AUGUST 6, 2021 AT 12:00 P.M. TO: AUGUST 20, 2021 AT 12:00 P.M.
ADD ATTRIBUTE:	#15 - ADDENDUM No. 2 ACKNOWLEDGEMENT
ADD ATTRIBUTE:	#16 - COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

ALL OTHER TERMS AND CONDITIONS OF THE RFQ AND SPECIFICATIONS REMAIN THE SAME.

SINCERELY,
MICHELLE CHARNOSKI, NIGP-CPP, CPPB
PURCHASING AGENT

JDG

3.0 GENERAL INFORMATION AND REQUIREMENTS:

3.1 INTRODUCTION: Collin County is soliciting information from qualified firms for Testing, Adjusting and Balancing that may be required on existing and upcoming County projects.

- Adult Detention addition and remodel projects to include:
 - Book-in and housing 90,000 sf
 - Medical/Mental Health 150,000 sf
 - Up to three remodel projects 55,000 sf
- New Modular Central Plant
- Chiller tonnage addition to existing Central Plant
- Healthcare Building 90,000 sf
- Medical Examiner Building 20,000 sf
- Small Permanent Improvement Project – To Be Determined
- Other Projects – To Be Determined

The firm will be selected based upon qualifications and firm's ability to respond to services. Selected firm shall perform such services as set forth and described. Selected firm must have ability to respond to County's need for Testing, Adjusting and Balancing requirements without delay for purpose of maintaining integrity of project schedules.

Collin County will enter into a contract for one (1) year beginning on the date of award with the option of four (4) one (1) year renewals.

Delivery times for services will be discussed prior to each project and if the agreed delivery times are not met, Collin County reserves the right to go elsewhere for Testing, Adjusting and Balancing services.

3.2 PUBLIC INFORMATION: All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 554.001, et seq.) after a contract is awarded. The Owner strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.

3.3 TYPE OF CONTRACT: Any contract resulting from this solicitation will be in the form of the Owner's Standard Professional Services Agreement. (See Attachment A)

3.4 INSURANCE: Collin County shall require insurance per Exhibit "E" of the Professional Services Agreement to be provided upon award of a contract.

3.5 EVALUATION OF QUALIFICATIONS: The evaluation of the Qualifications shall be based on the requirements described in this RFQ. All properly submitted Qualifications will be reviewed, evaluated, and ranked by the Owner. Qualifications shall not include any information regarding Offeror's fees, pricing, or other compensation.

- 3.6 **OWNER’S RESERVATION OF RIGHTS:** The Owner may evaluate the Qualifications based on the anticipated completion of all or any portion of the Project/s. The Owner reserves the right to divide the Project/s into multiple parts, to reject any and all Qualifications and re-solicit for new Qualifications, or to reject any and all proposals and temporarily or permanently abandon the Project. Owner makes no representations, written or oral, that it will enter into any form of agreement with any Offeror to this RFQ for any project and no such representation is intended or should be construed by the issuance of this RFQ.
- 3.7 **ACCEPTANCE OF EVALUATION METHODOLOGY:** By submitting its Qualifications in response to this RFQ, Offeror accepts the evaluation process and acknowledges and accepts that determination of the “most qualified” firm(s) will require subjective judgments by the Owner.
- 3.8 **NO REIMBURSEMENT FOR COSTS:** Offeror acknowledges and accepts that any costs incurred from the Offeror’s participation in this RFQ shall be at the sole risk and responsibility of the Offeror.
- 3.9 **The certifications and provisions stated in Attachment B, Special Conditions for Contracts Funded By U.S. Federal Grant, shall apply when Collin County expends federal funds for any contract resulting from this procurement process.**

4.0 SCOPE OF SERVICES

Collin County will need testing and balancing services for HVAC systems to determine if the HVAC equipment is operating efficiently.

- 4.1 The vendor shall be responsible for testing, adjusting, balancing and logging actual data on all air distribution and air moving equipment, pumps, heating and cooling equipment and the operating conditions on all motors, etc. as indicated in this specification.

4.1.1 Air Handling Units

4.1.1.1 Verify that the outside, return and relief air dampers are operational and move freely

4.1.1.2 Verify that filters are clean

4.1.1.3 Verify correct fan rotation

4.1.1.4 If belt driven, verify proper belt tension and that fan and motor sheaves are properly aligned

4.1.1.5 Verify that all AHU safeties are operational (firestat, freezestat, high static pressure, etc.)

4.1.1.6 If applicable, verify that unit volume control (static pressure) is operational. Set fan volume control device for 100% capacity (terminal boxes set at 100% capacity)

4.1.1.7 Verify correct size and rating of motor overload

4.1.1.8 Verify fan motor is not overloaded; amperage readings do not exceed motor nameplate rating

4.1.1.9 Determine total supply and return air. Air quantities to be determined by duct traverse if duct configuration permits and air velocity is 1000 feet per minute or greater

4.1.1.10 Balance air distribution system (see Terminal Boxes and Air Distribution Devices)

4.1.1.11 If air volume is less than design and motor capacity is available, adjust fan or fans to supply and return design CFM. If new sheave or sheaves and belts are required, data will be submitted to Contractor

4.1.1.12 If applicable, determine the required static pressure and submit the static pressure control set point to control contractor for setting

4.1.1.13 Test and adjust the minimum outside air and return air CFM relationship to design

4.1.1.14 Test and record entering and leaving air temperature of electric heating coil to verify design heating capacity, if applicable

4.1.1.15 Verify all temperature control devices are set and calibrated at design set point

4.1.2 Coil Units

4.1.2.1 Verify that filters are clean

4.1.2.2 Verify correct fan rotation

4.1.2.3 If belt driven, verify proper belt tension and that fan motor sheaves are properly aligned

4.1.2.4 Verify that all Fan Coil unit safeties are operational

4.1.2.5 Verify correct size and rating of motor overload protection

4.1.2.6 Verify fan motor is not overloaded; amperage readings do not exceed motor nameplate rating

4.1.2.7 Determine total supply air

4.1.2.8 If air volume is less than design and motor capacity is available, adjust fan to supply design CFM. If belt driven and new sheave or sheaves and belts are required, data will be submitted to Contractor

4.1.2.9 Balance air distribution system (see Air Distribution Devices).

4.1.2.10 Test and record entering and leaving air temperature of electric heating coil to verify design heating capacity, if applicable

4.1.2.11 Verify all temperature control devices are set and calibrated at design setpoint

4.1.3 Terminal Boxes

4.1.3.1 Determine sequence of operation from the specifications and verify that all control devices are installed and operational

4.1.3.2 Set primary air volumes (minimum and maximum) and adjust fan volume, if applicable

4.1.3.3 Balance air distribution system (see Air Distribution Devices)

4.1.3.4 Test capacity of heating devices, if applicable, by measuring entering and leaving air temperature of device

4.1.3.5 Test and verify box sequence operation to ensure specified control sequence

4.1.3.6 Check calibration of thermostat

4.1.4 Air Distribution Devices

4.1.4.1 Preset all volume dampers in the 100% open position

4.1.4.2 Determine and verify proper air pattern detection devices have been installed

4.1.4.3 Read out all air distribution devices serviced by their source (VAV Terminal, FPB Terminal, Fan Coil Unit, Constant Volume Air Handling Unit, Supply Fan, Exhaust Fan, etc.)

4.1.4.4 Balance all air distribution devices proportional to design CFM

4.1.4.5 Adjust source to design CFM

4.1.4.6 Verify that all air distribution devices are within plus or minus 10% of design

4.1.5 Supply/Exhaust/Smoke Fans

4.1.5.1 Verify correct fan rotation

4.1.5.2 If belt driven, verify proper belt tension and that the fan and motor are properly aligned.

4.1.5.3 Verify that all safeties and interlocks are operational

4.1.5.4 Verify correct size and rating of motor overload protection

4.1.5.5 Verify fan motor is not overloaded; amperage readings do not exceed nameplate rating

4.1.5.6 Determine total air. Air quantities to be determined by duct traverse if duct configuration permits and air velocity is 1000 feet per minute or greater

4.1.5.7 If air volume is less than design and motor capacity is available, adjust fan to design CFM. If new sheave or sheaves and belts are required, data will be submitted to Contractor

4.1.5.8 Balance air distribution system (see Air Distribution Devices)

4.1.6 Pumps

4.1.6.1 At the time the contractor removes the strainers, verify that they are clean and the proper type.

4.1.6.2 Verify correct pump rotation

4.1.6.3 Verify correct sizing of each motor overload protection

4.1.6.4 Verify pump motors are not overloaded; amperage readings do not exceed motor nameplate rating

4.1.6.5 Preset all manual valves at pumps and heat transfer devices to 100% open position

4.1.6.6 Set all automatic control valves to 100% flow position

4.1.6.7 Determine total GPM by measuring actual pumping head of pump and relate to manufacturer's curves

4.1.6.8 Measure actual pressure drop at each heat transfer device and flow metering device, if applicable

4.1.6.9 Balance all heat transfer devices proportional to within 10% of design GPM by adjusting balancing valves

4.1.6.10 If GPM is above design and the mechanical specifications indicate the pump impellers are to be trimmed to provide design GMP, data will be furnished in order that the Contractor can trim the impeller or impellers. If not, discharge balancing valve at each pump will be adjusted as required to obtain design GPM as related to the manufacturer's curves

4.1.6.11 Verify all interlocks and flow switches

4.1.6.12 Test and record entering and leaving air and water temperatures at all heat transfer devices

4.2 During the balancing process, all abnormalities or malfunctions of equipment or components discovered by the Testing, Adjusting, and Balancing personnel, will be reported in the interim test and balance report to the project Architect/Engineer, Owner and Contractor so that the condition can be corrected expediently.

4.3 The temperature controls will be verified for calibration and proper relationship between control devices. The Contractor will be advised of any instruments out of calibration in the interim test and balance report so that the Automatic Temperature Controls (ATC) contractor can recalibrate, using

data supplied by the Testing, Adjusting, and Balancing firm. The ATC contractor shall assist the Testing, Adjusting, and Balancing firm as required.

- 4.4 Thoroughly test the Energy Management (EMS), if applicable. The testing of the Energy Management System shall include all HVAC controls, sensors, operators, sequences, etc. The tests shall include verification that commands introduced at the EMS console actually occur and temperatures, pressures, etc. indicated at the EMS console correlate with the actual reading at the sensing point. The ATC contractor and/or EMS contractor shall provide technical support to the Testing, Adjusting, and Balancing firm for a complete check of the HVAC temperature controls and/or the Energy Management System.
- 4.5 After testing, adjusting and balancing to design conditions, if comfort conditions are not being maintained, the air conditioning system shall be rebalanced within the limitation of the equipment installed to obtain comfort conditions. If comfort conditions cannot be obtained, a report will be submitted giving specific data regarding the trouble area.
- 4.6 Make a total of three (3) inspections within ninety (90) days after occupancy of the building, and make adjustments if required, to insure that satisfactory conditions are being maintained throughout. Inspections to be coordinated through the Architect/Engineer and Owner and shall be documented with a supplemental report containing data and information as required.
- 4.7 Make an inspection during the opposite season from that in which the initial adjustments were made and at that time make any necessary modifications to the initial adjustment required to produce optimum operation of the systemic components to produce the proper conditions in each conditioned space. The opposite season inspection shall be coordinated with the Architect/Engineer and Owner. This inspection shall be documented with a supplemental report containing any pertinent data and information regarding readings and adjustments made.
- 4.8 TESTING, ADJUSTING, BALANCING REPORT
 - 4.8.1 The Testing, Adjusting, and Balancing report shall incorporate all performance data for HVAC systems. The intent of the final report is to provide a reference of actual operating conditions for the Owner's operating personnel.
 - 4.8.2 All measurements and recorded readings (of air, water, electricity, etc.) that appear in the report must be made on site by the permanently employed technicians or engineers of the Testing, Adjusting, and Balancing firm.
 - 4.8.3 The Testing, Adjusting, and Balancing report shall include but not be limited to the following:
 - 4.8.3.1 Index
 - 4.8.3.2 Preface: A general discussion of the system, an outline of normal and ventilation modes of operation, any unusual operating conditions and any deficiencies corrected.
 - 4.8.3.3 Instrumentation List: A list of instruments used by type, model, range and calibration date. All instruments must be calibrated within six (6) months prior to starting date of Testing, Adjusting, and Balancing services.

4.8.3.4 Air Handling Units, Fan Coil Units, etc.:

- 4.8.3.4.1 Manufacturer, model, size, and serial number
- 4.8.3.4.2 Design and actual CFM (Supply, Return and Outside)
- 4.8.3.4.3 Design and actual RPM
- 4.8.3.4.4 Static pressure entering and leaving filters, coils, and fan
- 4.8.3.4.5 Motor nameplate data
- 4.8.3.4.6 Motor starter data and motor overload protection size and rating
- 4.8.3.4.7 Actual motor amperage and voltage (all phases)
- 4.8.3.4.8 Filter; type, size and quantity

4.8.3.5 Terminal Boxes:

- 4.8.3.5.1 Manufacturer, model and size
- 4.8.3.5.2 Location
- 4.8.3.5.3 Design and actual primary air CFM (maximum and minimum)
- 4.8.3.5.4 Design and actual fan CFM, if applicable
- 4.8.3.5.5 Electric duct heater KW and actual temperature differential across electrical heating coil.

4.8.4 Air Distribution Devices:

- 4.8.4.1 Manufacturer, model and size
- 4.8.4.2 Location
- 4.8.4.3 Design and actual CFM (cooling and heating)
- 4.8.4.4 Air distribution devices where a velocity indicating instrument is used to determine CFM; required and actual velocity in FPM. (When hood used to determine CFM, only CFM recorded).

4.8.5 Supply/Exhaust Fans:

- 4.8.5.1 Manufacturer, model and size
- 4.8.5.2 Design and actual CFM

4.8.5.3 Design and actual RFM

4.8.5.4 Design and actual static pressure

4.8.5.5 Motor nameplate data

4.8.5.6 Motor starter data and motor overload protection size and rating

4.8.5.7 Actual motor amperage and voltage (all phases)

4.8.6 Water Coils

4.8.6.1 Manufacturer

4.8.6.2 Design and actual CFM

4.8.6.3 Design and static pressures

4.8.6.4 Design and actual entering and air temperatures

4.8.6.5 Design and actual leaving air temperatures

4.8.6.6 Actual outside air temperature

4.8.6.7 Design and actual entering water temperature

4.8.6.8 Design and actual leaving water temperature

4.8.6.9 Design and actual coil pressure drop

4.8.6.10 Design and actual GPM

4.8.7 Pumps:

4.8.7.1 Manufacturer, model and size

4.8.7.2 Design and estimated impeller size from manufacturers pump curves

4.8.7.3 Actual pump suction and discharge pressures

4.8.7.4 Design and actual pumping head

4.8.7.5 Design and actual GPM

4.8.7.6 Motor nameplate data

4.8.7.7 Motor starter data and motor overload protection size and rating

4.8.7.8 Actual motor amperage and voltage (all phases)

4.9 INSTRUCTIONS TO OPERATING PERSONNEL

4.9.1 Testing, Adjusting, and Balancing firm shall instruct the operating personnel regarding the following:

4.9.1.1 Systems Operation

4.9.1.2 Unusual Operating Conditions

4.9.1.3 System Troubleshooting Procedure

4.10 GUARANTEE

4.10.1 Provide warranty of twelve (12) months after occupancy during which time the Architect/Engineer and/or Owner may, at his discretion, request check of the balance of any HVAC equipment. Provide Testing, Adjusting, and Balancing technicians to assist as required in making such tests. When any device is found not balanced in accordance with the mechanical plans and specifications, that HVAC system shall be completely rebalanced as directed by the Architect/Engineer and/or Owner at the Testing, Adjusting, and Balancing firms expense.

5.0 TESTING, ADJUSTING, AND BALANCING FIRM QUALIFICATIONS

5.1 The Firm will be one that is organized to provide independent professional testing, adjusting, and balancing services. The firm shall have one (1) Professional Engineer licensed in the State of Texas with current registration.

5.2 The Firm will have operated a minimum of five (5) years, under the current Firm name.

5.3 All personnel used on the job site shall either be Testing, Adjusting, and Balancing engineers or Testing, Adjusting, and Balancing technicians, who shall have been permanent, full-time employees of the Firm for a minimum of six (6) months prior to working on this project.

6.0 TESTING, ADJUSTING, AND BALANCING FIRM RESPONSIBILITIES

6.1 Liaison: The Testing, Adjusting, and Balancing personnel on the job shall act a liaison between Architect/Engineer, Owner and Contractor.

6.2 Early Inspection: Inspect the installation of mechanical piping systems, sheet metal work, temperature controls and other component parts of the HVAC systems during the construction stage for reviewing that part of the work relating to proper arrangement and adequate provisions for Testing, Adjusting, and Balancing.

7.0 QUALIFICATIONS SUBMITTAL FORMAT

The qualifications submittal shall be divided into tabbed, marked sections and shall include but not be limited to information for each of the following:

OFFEROR'S STATEMENT OF QUALIFICATIONS AND AVAILABILITY TO UNDERTAKE PROJECTS (Maximum of two (2) printed pages per question)

- 7.1 Provide a statement of interest including a narrative describing the Firm's unique qualifications as they pertain to this request.
- 7.2 Provide a statement on the availability and commitment of the Firm's assigned principal(s) and professionals to undertake projects.
- 7.3 Provide name and biographical data of the Professional Engineer and all personnel assigned to this contract.
- 7.4 Provide proof of company operation for a minimum of five (5) years.

FIRM'S ABILITY TO PROVIDE SERVICES

- 7.5 Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- 7.6 Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under a Contract with the Owner.
- 7.7 Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.
- 7.8 Does any relationship exist by relative, business associate, capital funding agreement, or any other such kinship between your firm and any Owner employee or elected official? If so, please explain.
- 7.9 Provide a claims history under professional malpractice insurance for the past five (5) years for the Prime Firm and any team members proposed to provide professional architectural or engineering services.

OFFEROR'S PERFORMANCE ON PAST REPRESENTATIVE PROJECTS

- 7.10 List a maximum of five (5) projects for which you have provided services that are most related to this contract. List the projects in order of priority, with the most relevant project listed first. Provide the following information for each project listed:
 - 7.10.1 Project name, location, contract delivery method, and description
 - 7.10.2 Final project size in gross square feet
 - 7.10.3 Type of construction (new, renovation, or expansion)
 - 7.10.4 Actual start and finish dates
 - 7.10.5 Description of professional services Firm provided for the project

7.10.6 Name of Project Manager (individual responsible to the Owner for the overall success of the project)

7.10.7 Name of Project Engineer (individual responsible for coordinating the day-to-day work)

References shall be considered relevant based on specific project participation and experience with the Offeror. The Owner may contact references during any part of this process. The Owner reserves the right to contact references other than those provided by the Offeror and to use the information gained from them at any time during the RFQ process.

OFFEROR’S KNOWLEDGE OF BEST PRACTICES

7.11 Describe the types of records, reports, monitoring systems, and information management systems, which your firm used in the management of the projects listed above. Describe how you used these systems for any combination of three (3) projects listed in response to 7.10.

7.12 Describe the project team’s approach to assuring timely completion of this project, including methods you will use for schedule recovery if necessary.

8.0 RANKING CRITERIA

The evaluation of professional qualifications of the Proposers will be based on the following criteria:

DESCRIPTION	POINTS
Statement Of Qualifications and Ability to Undertake The Project – Proposed Personnel (Sections 7.1-7.4)	40
Prime Firm’s Ability To Provide Services (Sections 7.5-7.9)	10
Offeror’s Performance On Past Representative Projects (Section 7.10)	35
Offeror’s Knowledge Of Best Practices (Section 7.11-7.12)	10
Offeror’s Proposal Format	5
TOTAL	100

After qualification statements have been scored by the Evaluation Committee, the County may require interviews or presentations by one (1) or more of the most qualified Offeror(s). The Evaluation Committee will then identify the most highly qualified Offeror and enter into contract negotiations with that Offeror. The County reserves the right to bypass the interview process and begin negotiations with the Offeror determined to be the most qualified.

9.0 FORMAT FOR STATEMENT OF QUALIFICATIONS

GENERAL INSTRUCTIONS

- 9.1 Qualifications shall be prepared SIMPLY AND ECONOMICALLY, providing a straightforward, CONCISE description of the Offeror's ability to meet the requirements of this RFQ. Emphasis shall be on the QUALITY, completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner's needs.
- 9.2 Qualifications shall be a MAXIMUM of fifty (50) PRINTED PAGES. The cover, table of contents, divider sheets, Collin County RFQ document, signature page, conflict of interest questionnaire, and W-9 do not count as printed pages.
- 9.3 Collin County prefers that you submit your qualification statement by uploading it to Collin County eBid <https://collincountytx.ionwave.net> or by providing them on a flash drive or CD-ROM.
- 9.4 If you elect to submit manually, Qualifications shall be printed on letter-size (8-1/2" x 11") paper and GBC or spiral bound (No 3-ring binders).
- 9.5 Offerors shall carefully read the information contained in this RFQ and submit a complete response to all requirements and questions as directed. Incomplete qualifications will be considered non-responsive and subject to rejection.
- 9.6 Qualifications and any other information submitted by Offerors in response to this RFQ shall become the property of the Owner.
- 9.7 The Owner will not compensate Offerors for any expenses incurred in RFQ preparation or for any presentations that may be made, unless agreed to in writing in advance or required by law. Offerors submit qualifications at their own risk and expense.
- 9.8 Qualifications that are qualified with conditional clauses, alterations, items not called for in the RFQ documents, or irregularities of any kind are subject to rejection by the Owner, at its option.
- 9.9 The Owner makes no representations of any kind that an award will be made as a result of this RFQ. The Owner reserves the right to accept or reject any or all Qualifications, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ when deemed to be in Owner's best interest.
- 9.10 Qualifications shall consist of answers to questions identified in Section 7 of the RFQ. It is not necessary to repeat the question in the Qualifications; however, it is essential to reference the question number with the corresponding answer.
- 9.11 Failure to comply with all requirements contained in this Request for Qualifications may result in the rejection of the Qualifications.
- 9.12 Additional attachments shall NOT be included with the Qualifications. Only the responses provided by the Offeror to the questions identified in Section 7 of this RFQ and any information obtained from references will be used by Collin County for evaluation.

- 9.13 Separate and identify each criteria response to Section 7 of this RFQ by use of a section break in word processing document or by use of a divider sheet with an integral tab for ready reference for a paper submission.

TABLE OF CONTENTS:

- 9.14 Submittals shall include a “Table of Contents” and give page numbers for each part of the Qualifications.

PAGINATION:

- 9.15 Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.)

Remainder of page intentionally left blank

10.0 SIGNATURE

This execution of offer must be completed, signed, and returned with the Offeror's Statement of Qualifications (SOQ). Failure to complete, sign and return this execution of offer with the qualifications may result in rejection of the SOQ. Signing a false statement may void the submitted qualifications or any agreements or other contractual arrangements, which may result from the submission of Offeror's qualifications. A false certification shall be deemed a material breach of contract and, at Owner's option, may result in termination of any resulting contract or purchase order.

10.1 REPRESENTATIONS

By signing below, Offeror represents and warrants that:

- 10.1.1 the Qualifications and all statements and information prepared and submitted in response to this RFQ are current, complete, true and correct;
- 10.1.2 it is not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount trip, favor or service to a public servant in connection with the submitted qualifications or any subsequent proposal. Failure to sign below, or signing a false statement, may void the response or any resulting contracts at the Owner's option, and the Offeror may be removed from all future proposal lists at this County;
- 10.1.3 the individual signing this document and the documents made part of the RFQ is authorized to sign such documents on behalf of the Offeror and to bind the Offeror under any contract which may result from the submission of the Response;
- 10.1.4 no relationship, whether as a relative, business associate, by capital funding agreement or by any other such kinship exists between Offeror and an employee of Collin County, Texas
- 10.1.5 no compensation has been received for participation in the preparation of this RFQ (ref. Section 2154.004 Texas Government Code);
- 10.1.6 Offeror complies with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action;
- 10.1.7 to the best of its knowledge, no member Collin County Commissioners Court or Elected official has a financial interest, directly or indirectly, in the Project; and
- 10.1.8 each individual or business entity proposed by Offeror as a member of its team that will engage in the practice of engineering or architecture will be selected based on demonstrated competence and qualifications only.

CHECKLIST

- 10.2 REQUESTED DOCUMENTATION INCLUDED?
- 10.3 ORIGINAL AND FOUR (4) COPIES INCLUDED IF SUBMITTING MANUALLY
- 10.4 ALL QUESTIONS ADDRESSED IN REQUIRED FORMAT?
- 10.5 COMPLETED SIGNATURE?

TYPE OR PRINT:

_____	_____
FIRM NAME	AUTHORIZED REPRESENTATIVE & TITLE
_____	PHONE: (____) _____
STREET ADDRESS and/or P.O. BOX NO.	A/C PHONE NUMBER
_____	FAX: (____) _____
CITY/STATE/ZIP CODE	A/C FAX NUMBER
_____	_____
FIRM'S TAX IDENTIFICATION NUMBER	E-MAIL ADDRESS

_____	/	_____
SIGNATURE		DATE

ATTACHMENT B-SPECIAL CONDITIONS FOR CONTRACTS FUNDED BY U.S. FEDERAL GRANT

The following certifications and provisions are required and apply when COLLIN COUNTY expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. 200.326 all contracts, including small purchases awarded by the Agency and the Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable. The certifications and provisions contained herein shall supersede all terms and conditions within this solicitation. Compliance with the certifications and provisions contained herein is mandatory and shall not be excluded and are not subject to changes, modifications and / or negotiation, unless explicitly indicated in writing by COLLIN COUNTY

During the performance of this Contract, should federal assistance be utilized, the Supplier to agree as follows:

BREACH OF CONTRACT

Any violation or breach of terms of this Contract on the part of the Supplier may result in the suspension or termination of this Contract or such other action that may be necessary to enforce the rights of the parties of this Contract.

COLLIN COUNTY will provide Supplier written notice that describes the nature of the breach and corrective actions the Supplier must undertake in order to avoid termination of the Contract. COLLIN COUNTY reserves the right to withhold payments to Supplier until such time the Supplier corrects the breach or COLLIN COUNTY elects to terminate the Contract. The COUNTY's notice will identify a specific date by which the Supplier must correct the breach.

COLLIN COUNTY may proceed with termination of the contract if the Supplier fails to correct the breach by the deadline indicated in the COUNTY's notice.

The duties and obligations imposed by this Contract and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

NON-DISCRIMINATION PROVISIONS

- (1) The Supplier will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Supplier 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 Supplier 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 Supplier will, in all solicitations or advertisements for employees placed by or on behalf of the Supplier, 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 Supplier 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 Supplier's legal duty to furnish information.

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- (4) The Supplier 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 Supplier's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Supplier 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 Supplier 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 Supplier'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 Supplier may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in 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 Supplier 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 Supplier 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 Supplier becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Supplier 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.
COLLIN COUNTY has agreed that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of the Supplier and subcontractors 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 Supplier 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 Suppliers and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, COLLIN COUNTY has agreed 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 the 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.

Pursuant to Federal Rule (C) above, when COLLIN COUNTY expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

DAVIS-BACON ACT

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for 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, contractors must be 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. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance 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 contractor or subrecipient must 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. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when COLLIN COUNTY expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- (1) Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E. Under 40 U.S.C. § 3702, each Supplier 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. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- (2) Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (3) Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No Supplier 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 (b) (1) of this section the Supplier and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Supplier 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

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computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 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 (b)(1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. The COUNTY 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 Supplier or subcontractor under any such contract or any other Federal contract with the same prime Supplier, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Supplier, such sums as may be determined to be necessary to satisfy any liabilities of such Supplier or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

Subcontracts. The Supplier or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime Supplier shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of “funding agreement” under 37 CFR §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 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule above, when federal funds are expended by COLLIN COUNTY, the vendor certifies that during the term of an award for all contracts by COLLIN COUNTY resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule above.

 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT COMPLIANCE

- (1) The Supplier agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Supplier agrees to report each violation to the COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Supplier agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- (4) The Supplier agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (5) The Supplier agrees to report each violation to the COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (6) The Supplier agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

 DEBARMENT AND SUSPENSION

(1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Supplier is required to verify that none of the Supplier’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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- (2) The Supplier must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by COLLIN COUNTY. If it is later determined that the Supplier did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to COLLIN COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The Supplier to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the term of this Contract.

BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C.1352)

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. 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.

Pursuant to Federal Rule (I) above, when federal funds are expended by COLLIN COUNTY, the vendor certifies that during the term and after the awarded term of an award for all contracts by COLLIN COUNTY resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

PROCUREMENT OF RECOVERED MATERIALS

To comply with CFR 200.322, bidder acknowledges that Suppliers must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 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 during 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. COLLIN COUNTY requires that when practicable, recycled materials and sustainable products are used.

DOMESTIC PREFERENCE

- (A) Consistent with 2 C.F.R 200.322, COLLIN COUNTY requires the "domestic preferences" to be incorporated in all solicitations when COLLIN COUNTY expends federal funds. This shall be enforced to the greatest extent practicable under a Federal award, and provides a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all sub awards including all contracts and purchase orders for work or products under this award.

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(B) For the purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by COLLIN COUNTY for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

HEALTH AND SAFETY STANDARD

COLLIN COUNTY requires that all suppliers and subcontractors comply with the safety and health standards published in 41 CFR part 50-204, including any matters incorporated by reference therein. Additionally, every Supplier or subcontractor shall comply with the recordkeeping requirements of 29 CFR part 1904.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When COLLIN COUNTY expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will 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. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that Vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

CERTIFICATION OF ACCESS TO RECORDS - 2 C.F.R. § 200.336

Vendor agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Supplier has full responsibility to monitor compliance to the referenced statute or regulation. The Supplier must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

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OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Supplier must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Supplier retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Supplier must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor - Occupational Safety and Health Administration.

(4) NO USE OF DEPARTMENT OF HOMELAND SECURITY SEALS, LOGOS, ETC.

Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance or other State and Federal Assistance may be used to fund all or a portion of the contract. The Supplier will comply with all applicable Federal and state law, regulations, executive orders, policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Supplier acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this contract.

ENTITY LIST

The Supplier acknowledges it is not on the Department of Commerce's Export Administration Regulations (EAR)'s list of names of certain foreign persons – including businesses, research institutions, government and private organizations, individuals, and other types of legal persons – that are subject to specific license requirements for the export, reexport and/or transfer (in-country) of specified items. These persons comprise the Entity List, which is found in Supplement No. 4 to Part 744 of the EAR. On an individual basis, the persons on the Entity List are subject to licensing requirements and policies supplemental to those found elsewhere in the EAR. If the Supplier is on the Entity List, then it shall provide documents showing it has the necessary license to fulfill the requirements of the Solicitation.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES & LABOR SURPLUS AREA FIRMS

- (A) Consistent with 2 C.F.R. 200.321, COLLIN COUNTY shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (B) Affirmative steps must include:
- (1) Placing qualified small and minority businesses 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;
- (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; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.