



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. 2022-207

REQUEST FOR QUALIFICATIONS

FOR

ARCHITECTURAL SERVICES FOR NEW HEALTHCARE, PARKING GARAGE AND MEDICAL
EXAMINER FACILITIES

DATE: APRIL 13, 2022

NOTICE TO ALL PROSPECTIVE OFFEROR'S:

PLEASE MAKE THE FOLLOWING CHANGES TO THE REQUEST FOR QUALIFICATIONS:

CHANGE CLOSE DATE:	FROM: APRIL 14, 2022 AT 2:00 P.M. TO: APRIL 21, 2022 AT 2:00 P.M.
CHANGE QUESTION DEADLINE:	FROM: APRIL 7, 2022 AT 5:00 P.M. TO: APRIL 14, 2022 AT 5:00 P.M.
DELETE DOCUMENT:	ATTACHMENT A-SPECIAL CONDITIONS FOR CONTRACTS FUNDED BY U.S. FEDERAL GRANT
ADD DOCUMENT:	ACKNOWLEDGEMENT FORMS FOR TERMS AND CONDITIONS FOR FEDERALLY FUNDED PROJECTS
DELETE DOCUMENT:	RFQ SPECIFICATIONS ADDENDUM 1
REPLACE WITH:	RFQ SPECIFICATIONS ADDENDUM 2
DELETE ATTRIBUTE:	#18-COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS
ADD ATTRIBUTE:	#21- ADDENDUM No. 2 ACKNOWLEDGEMENT
ADD ATTRIBUTE:	#22-COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS AND ACKNOWLEDGMENT OF ATTACHMENTS

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:

- 3.1 **PURPOSE:** Collin County is soliciting information from qualified architectural firms for the design of the following County facilities:

Collin County Healthcare and Parking Garage and Medical Examiner
4200 Community Ave.
McKinney, Texas 75071

Offerors will show the ability to Design and provide Construction Administration to build (1) a three story County Healthcare Facility of approximately 90,000 square feet of which half will be utilized and half will be shell space, with a 500 space parking garage and (2) a 20,000 square foot Medical Examiner Facility. The selected firm will provide a price to design and administrate the three buildings in a Design/Bid/Build format. The selected provider will include a consultant with experience in Medical Examiner operations to provide design input.

- 3.2 **BACKGROUND:** The County intends to design/expand the existing campus to increase availability of services during emergencies.
- 3.3 **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 552.001, *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 Statement of Qualifications (SOQ) information.
- 3.4 **TYPE OF CONTRACT:** Any contract resulting from this solicitation will be in the form of the Owner's Standard Architectural Agreement. (See Attachment B)
- 3.5 **INSURANCE:** Collin County shall require insurance per Exhibit "D" of the Architectural Services Agreement to be provided upon award of a contract.
- 3.6 **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.
- 3.7 **OWNER'S RESERVATION OF RIGHTS:** The Owner may evaluate the Qualifications based on the anticipated completion of all or any portion of the Project. The Owner reserves the right to divide the Project into multiple parts, to reject any and all Qualifications and re-solicit for new Qualifications, waive any formalities or minor technical inconsistencies, or 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.
- 3.8 **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 will require subjective judgments by the Owner.
- 3.9 **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. The Owner will not compensate Offerors for any expenses incurred in Qualifications preparation or for any presentations that may be made, unless agreed to in writing in advance or required by law.

- 3.10 The certifications and provisions stated in ~~Attachment A, Special Conditions for Contracts Funded By U.S. Federal Grant~~, **Acknowledgement Forms for Terms and Conditions for Federally Funded Projects (I through XII)** shall apply when Collin County expends federal funds for any contract resulting from this procurement process.

4.0 SCOPE OF SERVICES

Offerors will show the ability to Design and provide Construction Administration to build (1) a three story County Healthcare Facility of approximately 90,000 square feet of which half will be utilized and half will be shell space, with a 500 space parking garage and (2) a 20,000 square foot Medical Examiner Facility. The selected firm will provide a price to design and administrate the three buildings in a Design/Bid/Build format. The selected provider will include a consultant with experience in Medical Examiner operations to provide design input.

The Design Services for the Project shall include the following:

1. Schematic Design Documents. Surveying shall be included in the Scope. Geotechnical Engineering, soil borings, and Materials and Testing shall be included in the scope.
2. Design Documents.
3. Construction Documents.
4. Permitting through the City of McKinney
5. Bid Phase Services
6. Construction Administration Services

5.0 STATEMENT OF QUALIFICATIONS

The qualifications submittal shall be divided into tabbed, marked sections, further explained in 7.0, and shall include but not limited to information for each of the following:

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

- 5.1 Provide a statement of interest for the project including a narrative describing the Prime Firm's and sub-consultant unique qualifications as they pertain to this particular project.
- 5.2 Provide a statement on the availability and commitment of the Prime Firm and consultant's assigned principal(s) and professionals to undertake the assigned project in accordance with the project planning schedule.
- 5.3 Provide a brief history of the Prime Firm and consultant(s) proposed for the assigned project including when the firms were established, type of ownership and office locations. If more than one office is listed indicate the office of each firm that will manage that firm's part of the project and only list offices that may assist with this project; no more than five (comments may be made that indicates the total number of the firm's offices). If the firm has changed name or ownership with in the last three (3) years indicate the former name.
- 5.4 Provide an Organization Chart for the team proposed for the project if necessary to illustrate how the project will be managed (this may not be necessary for smaller projects).

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- 5.5 Provide resumes of key personnel (project manager, designer, other technical professionals, etc.) from the Prime Firm and sub-consultants who will be assigned to this Project. Resumes limited to one (1) page per person. If these personnel are not available at the time of execution of the contract, resumes of substitutes must be submitted for evaluation. The County reserves the right to rescind the selection decision and negotiate with the next firm.
- 5.6 Provide a statement on the Firm's experience with Healthcare, Medical Examiner, and Parking Garage design and your consultant's experience with Medical Examiner operations. All three types of buildings should be represented in the section listing past representative projects in item 5.12 below.

PRIME FIRM'S ABILITY TO PROVIDE SERVICES

- 5.7 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.
- 5.8 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.
- 5.9 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.
- 5.10 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.
- 5.11 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 engineering services.

OFFEROR'S PERFORMANCE ON PAST REPRESENTATIVE PROJECTS

- 5.12 List three (3) to five (5) projects for which you have provided services that are most related to the project(s) described in this RFQ (5 is not better than 3; emphasis should be on applicability to this project). List the projects in order of priority, with the most relevant project listed first. For all sub-consultants named in the response indicate which of the listed projects they also worked on. Projects listed must be only projects performed by individuals who are currently available to perform work in this proposed contract. It is acceptable to list a project performed by a listed professional when that person worked for another firm IF that person had a key role. This must be clearly stated. Provide the following information for each project listed:
 - 5.12.1 Project name, location, contract delivery method, and description
 - 5.12.2 Color images (photographic or machine reproductions)
 - 5.12.3 Final project size in linear feet.
 - 5.12.4 Type of construction (new, renovation, or expansion)
 - 5.12.5 Actual start and finish dates for design
 - 5.12.6 Actual Notice to Proceed and Substantial Completion dates for construction
 - 5.12.7 Description of professional services Prime Firm provided for the project
 - 5.12.8 Roles performed by professionals listed in this RFQ.
 - 5.12.9 Firm's References (for each project listed above, identify the following):

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- 5.12.9.1 The Owner's name and representative who served as the day-to-day liaison during the design and construction phases of the project, including telephone number
 - 5.12.9.2 Contractor's name and representative who served as the day-to-day liaison during the Preconstruction and/or construction phase of the project, including telephone number
 - 5.12.9.3 Length of business relationship with the Owner.
- 5.13 Identify completed projects, of any type, up to a maximum of three (3) for which the Prime Firm received an award for design excellence from a recognized organization and provide a short descriptive narrative for each.

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 any other references at any time during the RFQ process.

OFFEROR'S KNOWLEDGE OF BEST PRACTICES

- 5.14 Describe the Prime Firm's design philosophy, design methodology, and its process for integrating institutional standards and accepted best practices into design.
- 5.15 Describe the Prime Firm's quality control and quality assurance program for design, explaining the method used to maintain quality control during the development of Preliminary Design Documents and Construction Documents, both for the Prime Firm and the Consultants. Describe how the Prime Firm and/or the Consultants accomplish quality assurance during the Construction phase of a project. Provide specific examples of how these techniques or procedures were used for any combination of three (3) to five (5) projects listed in response to 5.12.
- 5.16 Describe your cost estimating methods for the design and construction phases. How do you develop cost estimates and how often are they updated? For any combination of three (3) to five (5) projects listed in response to 5.12, provide examples of how these techniques were used and what degree of accuracy was achieved.
- 5.17 Describe the way in which your firm develops and maintains work schedules to conform to the Owner's project schedule. For any combination of three (3) to five (5) projects listed in response to Criteria 5.12, provide examples of how these techniques were used.
- 5.18 Describe the project team's approach to assuring timely completion of this project including the types of records, reports, monitoring systems, and information management systems that your firm used in the management of the projects listed above. Describe how you used these systems for any combination of three (3) to five (5) projects listed in response to 5.12. Include methods used for schedule recovery if it was necessary.
- 5.19 Describe how you plan to ensure continuity of project objectives starting with design solution, moving through construction documents, and finishing with a constructed project that meets the Owner's requirements.
- 5.20 Describe how you track Owner input and review comments on your design document submittals to confirm that they have been addressed. Provide examples of reports/logs used for tracking response to and closure on Owner comments.

OFFEROR’S ABILITY TO IDENTIFY AND RESOLVE PROBLEMS ON PAST PROJECTS

- 5.21 Describe your understanding of the administrative challenges and opportunities associated with providing Design and Construction Administration services for the assigned ~~road or bridge~~ multi-building project and your strategy for resolving these issues.
- 5.22 What do you perceive are the critical issues for this project?
- 5.23 Understanding schedule limitations provide an analysis of the Owner’s project planning schedule and describe how you plan to develop and communicate design, scope, and budget options in a form that will quickly facilitate the Owner’s decision making.
- 5.24 For any three (3) of the projects listed in response to 5.12, describe any conflicts with the Owner, Consultants, Contractor, or subcontractors, and describe the methods your firm used to resolve those conflicts.

6.0 RANKING CRITERIA

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

DESCRIPTION	POINTS
Statement Of Qualifications and Ability to Undertake The Project – Proposed Personnel of Prime Firm and Sub-Consultant(s)	20
Prime Firm’s Ability To Provide Services	10
Offeror’s Performance On Past Representative Projects	45
Offeror’s Knowledge Of Best Practices	10
Offeror’s Ability To Identify And Resolve Problems On Past Projects	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.

7.0 FORMAT FOR STATEMENT OF QUALIFICATIONS

GENERAL INSTRUCTIONS

- 7.1 Qualifications shall be prepared SIMPLY AND ECONOMICALLY, providing a straightforward, CONCISE description of the Offeror's ability to meet the requirements of

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this RFQ. Emphasis shall be on the QUALITY, completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner's needs.

- 7.2 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.
- 7.3 The County prefers that you submit your qualification statement by uploading it to Collin County eBid <https://collincountytx.ionwave.net> or by providing it on a flash drive or CD-ROM.
- 7.4 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).
- 7.5 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.
- 7.6 Qualifications and any other information submitted by Offerors in response to this RFQ shall become the property of the Owner.
- 7.7 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.
- 7.8 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.
- 7.9 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.
- 7.10 Qualifications shall consist of answers to questions identified in Section 5 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.
- 7.11 Failure to comply with all requirements contained in this Statement of Qualifications may result in the rejection of the Qualifications.
- 7.12 Additional attachments shall NOT be included with the Qualifications. Only the responses provided by the Offeror to the questions identified in Section 5 of this RFQ and any information obtained from references will be used by the Owner for evaluation.
- 7.13 Separate and identify each criteria response to Section 5 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:

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

PAGINATION:

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

Remainder of page intentionally left blank

8.0 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.

8.1 REPRESENTATIONS

By signing below, Offeror represents and warrants that:

- 8.1.1 the Qualifications and all statements and information prepared and submitted in response to this RFQ are current, complete, true and correct;
- 8.1.2 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 of the County;
- 8.1.3 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;
- 8.1.4 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
- 8.1.5 no compensation has been received for participation in the preparation of this RFQ (ref. Section 2155.004 Texas Government Code);
- 8.1.6 Offeror complies with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action;
- 8.1.7 to the best of its knowledge, no member of the or other Collin County Elected official has a financial interest, directly or indirectly, in the Project; and
- 8.1.8 each individual or business entity proposed by Offeror as a member of its team that will engage in the practice of engineering will be selected based on demonstrated competence and qualifications only.

CHECKLIST

- 8.2 REQUESTED DOCUMENTATION INCLUDED?
- 8.3 ORIGINAL AND FOUR (4) COPIES INCLUDED IF SUBMITTING MANUALLY?
- 8.4 ALL QUESTIONS ADDRESSED IN REQUIRED FORMAT?
- 8.5 COMPLETED SIGNATURE?

TYPE OR PRINT:

FIRM NAME

AUTHORIZED REPRESENTATIVE & TITLE

STREET ADDRESS and/or P.O. BOX NO.

PHONE: (____) _____
A/C PHONE NUMBER

CITY/STATE/ZIP CODE

FAX: (____) _____
A/C FAX NUMBER

FIRM'S TAX IDENTIFICATION NUMBER

E-MAIL ADDRESS

_____ /	
SIGNATURE	DATE

1. Federal Funding Requirements

The County intends to fund all, or part of the expenditures made under this solicitation with federal funds. Therefore, the Offeror / Bidder awarded a contract from this solicitation will be subject to compliance with the provisions of 2 CFR 200 UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS, including but not limited to:

- A. Davis-Bacon Act. If applicable, Offeror / Bidder agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
- B. Contract Work Hours and Selection Standards. Offeror / Bidder agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.
- C. Rights to Invention Made Under Contract or Agreement. Offeror / Bidder agrees to comply with all applicable provisions of 37 CFR Part 401.
- D. Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act. Offeror / Bidder agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
- E. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must 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), “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.
- F. Procurement of Recovered Materials. Per 2 CFR §200.323, the awarded contractor 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; 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.
- G. Restrictions on Lobbying. Offeror / Bidder is prohibited from using monies for lobbying purposes; Offeror / Bidder shall comply with the special provision “Restrictions on Lobbying” found in the attachments to this solicitation.
- H. Drug-Free Workplace. Offeror / Bidder shall provide a drug free workplace in compliance with the Drug Free Workplace Act of 1988.
- I. Civil Rights Compliance.
 - 1. Compliance with Regulations: Offeror / Bidder will comply with the Acts and the Regulations relative to Nondiscrimination in Federally assisted programs.

2. Nondiscrimination: Offeror / Bidder, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Offeror / Bidder will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 45 CFR Part 21.
 3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Offeror / Bidder for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or Offeror / Bidder will be notified by Offeror / Bidder of obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, sex, or national origin.
 4. Information and Reports: Offeror / Bidder will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of Offeror / Bidder is in the exclusive possession of another who fails or refuses to furnish this information, Offeror / Bidder will so certify to and will set forth what efforts it has made to obtain the information.
 5. Sanctions for Noncompliance: In the event of Offeror / Bidder's noncompliance with the Nondiscrimination provisions of this Agreement, the County will impose such sanctions as it may determine to be appropriate, including, but not limited to: withholding of payments to the Offeror / Bidder under this Agreement until the Offeror / Bidder compiles and/or cancelling, terminating or suspension of this Agreement, in whole or in part.
 6. Incorporation of Provisions: Offeror / Bidder will include the provisions of the paragraphs listed above, in this section 9.13, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Offeror / Bidder will take such action with respect to any subcontract or procurement as the County, the State, or the Federal agencies may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Offeror / Bidder becomes involved in, or is threatened with, litigation with a subcontractor or Offeror / Bidder because of such direction, Offeror / Bidder may request the State to enter such litigation to protect the interests of the State. In addition, Offeror / Bidder may request the United States to enter into such litigation to protect the interests of the United States.
- J. Disadvantaged Business Enterprise Program Requirements. Offeror / Bidder shall not discriminate based on race, color, national origin, or sex in the award and performance of any federally assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Offeror / Bidder shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. Each sub-award or sub-contract must include the following assurance: *The Offeror / Bidder, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Offeror / Bidder shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the*

Offeror / Bidder to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

- K. Pertinent Non-Discrimination Authorities. During the performance of the awarded contract, Offeror / Bidder, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:
1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination based on race, color, national origin); and 49 CFR Part 21.
 2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
 3. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
 4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination based on disability); and 49 CFR Part 27.
 5. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination based on age).
 6. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
 7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all the programs or activities of the Federal-aid recipients, sub recipients and Offeror / Bidders, whether such programs or activities are Federally funded or not).
 8. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination based on disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
 9. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination based on race, color, national origin, and sex).
 10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
 11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
 12. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).
- L. Ineligibility to Receive State Grants or Loans or Receive Payment on State Contracts. In accordance with Section 231.006 of the Texas Family Code, a child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which

the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five (25) percent is not eligible to:

1. Receive payments from state funds under a contract to provide property, materials or services; or
2. Receive a state-funded grant or loan

M. Contracting With Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms. Per 2 CFR 200.321, the awarded contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. If subcontracts are to be let, the awarded prime contractor is required to take the affirmative steps listed in this section.

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; 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.

N. Domestic Preferences for Procurements. Per 2 CFR 200.322, as appropriate and to the extent consistent with law, the County, to the greatest extent practicable under a Federally funded award, 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 requirement of this section includes all sub awards including all contracts and purchase orders for work or products under this award.

For 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.

O. Contract Cost and Price.
Per 2 CFR 200.324:

If the cost of the submittal is in excess of \$250,000.00, the County must negotiate profit as a separate element of the submittal's price. To establish a fair and reasonable profit, the County's consideration

will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

P. Records Retention Requirements.

Per 2 CFR 200.333:

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

Q. Health & Safety Standards:

COLLIN COUNTY requires that all Offeror / Bidders 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 Offeror / Bidder or subcontractor shall comply with the recordkeeping requirements of 29 CFR part 1904.

R. Energy Compliance & Conservation Act:

When COLLIN COUNTY expends federal funds for any contract resulting from this procurement process, Offeror / Bidder 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).

S. Buy America Provisions:

Offeror / Bidder certifies that Offeror / Bidder 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.

T. Access to Records:

Per 2 CFR 200.336:

Offeror / Bidder 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 Offeror / Bidder that are directly pertinent to Offeror / Bidder'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 Offeror / Bidder's personnel for the purpose of interview and discussion relating to such documents.

U. Federal Fair Labor Standards Act:

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 Offeror / Bidder has full responsibility to monitor compliance to the referenced statute or regulation. The Offeror / Bidder must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

V. Occupational Safety & 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. Offeror / Bidder must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Offeror / Bidder 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). Offeror / Bidder 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.

W. No Use of Department of Homeland Security Seals, Logos, Etc.

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

X. Compliance with Federal Law, Regulations & Executive Orders:

FEMA financial assistance or other State and Federal Assistance may be used to fund all or a portion of the contract. The Offeror / Bidder will comply with all applicable Federal and state law, regulations, executive orders, policies, procedures, and directives.

Y. 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, Offeror / Bidder, or any other party pertaining to any matter resulting from the Contract.

Z. Program Fraud & False or Fraudulent Statements or Related Acts:

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

AA. Entity List:

By responding to the solicitation, The Offeror / Bidder 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 Offeror / Bidder is on the Entity List, then it shall provide documents showing it has the necessary license to fulfill the requirements of the Solicitation.

Acknowledgment

By signing its submission, Offeror / Bidder acknowledges that it has read and understands the above requirements.

Name of Company: _____

Printed Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

**ATTACHMENT I:
CERTIFICATION REGARDING THE USE OF PROJECT
LABOR AGREEMENTS FOR FEDERAL CONSTRUCTION
PROJECTS**

I, _____, [Person Name] the undersigned representative of

_____ [Company or Business Name]
(hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, does hereby
depose and verify that the Company named above, acknowledge and certify the following requirements
relating to Required Project Labor Agreement(s):

Notice of Requirement for Project Labor Agreement (May 2010)

(a) Definitions. "Labor organization " and "project labor agreement," as used in this provision, are defined
in the clause of this solicitation entitled Project Labor Agreement.

(b) The apparent successful offeror shall negotiate a project labor agreement with one or more labor
organizations for the term of the resulting construction contract.

(c) Consistent with applicable law, the project labor agreement reached pursuant to this provision shall-

(1) bind the offeror and all subcontractors engaged in construction on the construction project to
comply with the project labor agreement;

(2) allow the offeror and all subcontractors to compete for contracts and subcontracts without regard
to whether they are otherwise parties to collective bargaining agreements;

(3) contain guarantees against strikes, lockouts, and similar job disruptions;

(4) set forth effective, prompt, and mutually binding procedures for resolving labor disputes arising
during the term of the project labor agreement;

(5) provide other mechanisms for labor-management cooperation on matters of mutual interest and
concern, including productivity, quality of work, safety, and health; and

(6) fully conform to all statutes, regulations, Executive orders, and agency requirements.

(d) Any project labor agreement reached pursuant to this provision does not change the terms of this contract
or provide for any price adjustment by the Government.

(e) The apparent successful offeror shall submit to the Contracting Officer a copy of the project labor
agreement prior to contract award

Signature: _____ Date: _____

**ATTACHMENT II:
CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS**

This certification is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned certifies, to the best of his or her knowledge and belief, that both it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false Proposals, or receiving stolen property;
3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offense enumerated in Paragraph (2) of this certification; and,
4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

Where the prospective recipient of federal assistance funds is unable to certify to any of the qualifications in this certification, such prospective recipient shall attach an explanation to this certification form.

Acknowledgment

By signing its submission, Offeror / Bidder acknowledges that it has read and understands the above requirements.

Name of Company: _____

Printed Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

**ATTACHMENT III:
CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge or belief, that:

1. No 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 officer or employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification or any federal contract, grant, loan, or cooperative contract; and
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 contract, grant, loan, and or cooperative contract, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with the instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify accordingly.

Acknowledgment

By signing its submission, Offeror / Bidder acknowledges that it has read and understands the above requirements.

Name of Company: _____

Printed Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

**ATTACHMENT IV:
DRUG-FREE WORKPLACE CERTIFICATION**

The _____ (company name) will provide a Drug Free Work Place in compliance with the Drug Free Work Place Act of 1988. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited on the premises of the

_____ (company name) or any of its facilities. Any employee who violates this prohibition will be subject to disciplinary action up to and including termination. All employees, as a condition of employment, will comply with this policy.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

This certification is required by the Federal Regulations Implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned subcontractor certifies it will provide a drug-free workplace by:

Publishing a policy Proposal notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;

Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the subcontractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace;

Providing each employee with a copy of the subcontractor's policy Proposal;

Notifying the employees in the subcontractor's policy Proposal that as a condition of employment under this subcontract, employees shall abide by the terms of the policy Proposal and notifying the subcontractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace;

Notifying the Board within ten (10) days of the subcontractor's receipt of a notice of a conviction of any employee; and,

Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

(Acknowledgement Follows)

**ATTACHMENT IV:
DRUG-FREE WORKPLACE CERTIFICATION**

Acknowledgment

By signing its submission, Offeror / Bidder acknowledges that it has read and understands the above requirements.

Name of Company: _____

Printed Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

**ATTACHMENT V:
CERTIFICATION REGARDING DISCLOSURE OF CONFLICT OF INTEREST**

The undersigned certifies that, to the best of his or her knowledge or belief, that:

“No employee of the contractor, no member of the contractor’s governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall participate in any decision relating to this contract which affects his/her personal pecuniary interest.

Executives and employees of contractor shall be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the contract, shall exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the contractor to conduct business with a friend or associate of an executive or employee of the contractor, an elected official in the area or a member of the Collin County local government, a permanent record of the transaction shall be retained.

Any executive or employee of the contractor, an elected official in the area or a member of the County, shall not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by contractor or Department. Supplies, tools, materials, equipment or services purchased with contract funds shall be used solely for purposes allowed under this contract. No member of the County Council shall cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide a direct or indirect financial benefit to the member or any business or organization which the member directly represents”.

No officer, employee or paid consultant of the contractor is a member of the County.

No officer, manager or paid consultant of the contractor is married to a member of the County. No member of County directly owns, controls or has interest in the contractor.

The contractor has disclosed any interest, fact, or circumstance that does or may present a potential conflict of interest.

No member of the County receives compensation from the contractor for lobbying activities as defined in Chapter 305 of the Texas Government Code.

Should the contractor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, the contractor shall not be entitled to the recovery of any costs or expenses incurred in relation to the contract and shall immediately refund to the Collin County any fees or expenses that may have been paid under this contract and shall further be liable for any other costs incurred or damages sustained by the County as it relates to this contract.

(Acknowledgement Follows)

**ATTACHMENT V:
CERTIFICATION REGARDING DISCLOSURE OF CONFLICT OF INTEREST**

Acknowledgment

By signing its submission, Offeror / Bidder acknowledges that it has read and understands the above requirements.

Name of Company: _____

Printed Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

**ATTACHMENT VI:
CERTIFICATION OF FAIR BUSINESS PRACTICES**

That the submitter has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The submitter further affirms that no officer of the submitter has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative during the preceding year.

Acknowledgment

By signing its submission, Offeror / Bidder acknowledges that it has read and understands the above requirements.

Name of Company: _____

Printed Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

**ATTACHMENT VIII:
HISTORICALLY UNDERUTILIZED BUSINESSES, MINORITY OR WOMEN-OWNED OR
DISADVANTAGED BUSINESS ENTERPRISES**

Historically Underutilized Businesses (HUBs), minority or women-owned or disadvantaged businesses enterprises (M/W/DBE) are encouraged to participate in the solicitation process. In order to obtain points in the evaluation process, an Offeror / Bidder who is a HUB should identify themselves and submit a copy of their certification.

The County recognizes the certifications of the State of Texas Program. Companies seeking information concerning HUB certification are urged to contact:

State of Texas HUB Program
Texas Comptroller of Public Accounts
Lyndon B. Johnson State Office Building
111 East 17th Street
Austin, Texas 78774
(512) 463-6958
<http://www.window.state.tx.us/procurement/prog/hub/>

Submitter must include a copy of its HUB certification documentation as part of this solicitation. If your company is already certified, attach a copy of your certification to this form and return with your proposal.

Indicate all that apply:

_____ Minority-Owned Business Enterprise

_____ Women-Owned Business Enterprise

_____ Disadvantaged Business Enterprise

Acknowledgment

By signing its submission, Offeror / Bidder acknowledges that it has read and understands the above requirements.

Name of Company: _____

Printed Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

**ATTACHMENT IX:
FINANCIAL RESPONSIBILITY PROVISIONS**

Offeror / Bidder makes the following representation as required in the RFP:

1. Offeror / Bidder's Financial Responsibility Provisions

- A. Insurance: The Offeror / Bidder certifies, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as County may require:
- i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
 - ii. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;
 - iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage.
- B. The awarded Offeror / Bidder will be required to provide a current certificate of insurance to the County prior to execution of any agreement.

Acknowledgment of Insurance Requirements

By signing its submission, Offeror / Bidder acknowledges that it has read and understands the insurance requirements for the submission. Offeror / Bidder also understands that the evidence of required insurance may be requested to be submitted following notification of its offer being accepted; otherwise, the County may rescind its acceptance of the Offeror / Bidder's proposal.

Name of Company: _____

Printed Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

**ATTACHMENT X:
CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

The undersigned certifies that, to the best of his or her knowledge or belief, that:

If this contract is a federally assisted construction contract” as defined under [41 CFR Part 60-1.3](#), the following clause is incorporated into the contract:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at [41 CFR Chapter 60](#), which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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.

**ATTACHMENT X:
CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

(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 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.

**ATTACHMENT X:
CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

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 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 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 subcontractors 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

Acknowledgment

By signing its submission, Offeror / Bidder acknowledges that it has read and understands the above requirements.

Name of Company: _____

Printed Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

**APPENDIX XI:
PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR
EQUIPMENT CERTIFICATION**

This Contract is subject to the Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, for prohibition on certain telecommunications and video surveillance or equipment. Public Law 115-232, Section 889, identifies that restricted telecommunications and video surveillance equipment or services (e.g. phones, internet, video surveillance, cloud servers) include the following:

- A) Telecommunications equipment that is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliates of such entities).
- B) Video surveillance and telecommunications equipment produced by Hytera Communications Corporations, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliates of such entities).
- C) Telecommunications or video surveillance services used by such entities or using such equipment.
- D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, Director of the National Intelligence, or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by the government of a covered foreign country.

The entity identified below, through its authorized representative, hereby certifies that no funds under this Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system prohibited by 2 CFR §200.216 and §200.471, or applicable provisions in Public Law 115-232 Section 889.

The Contractor hereby certifies that it does comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

Acknowledgment

Name of Company: _____

Printed Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____