

# 2023-219

# **Safety Wear**

Issue Date: 5/9/2023 Questions Deadline: 5/25/2023 02:00 PM (CT) Response Deadline: 6/1/2023 02:00 PM (CT)

**Collin County Purchasing** 

# **Contact Information**

Contact:	Sophia Vilca Madrid
Address	Purchasing
	Admin. Building
	Ste.3160
	2300 Bloomdale Rd.
	Ste. 3160
	McKinney, TX 75071
Phone:	(972) 548 x4107
Fax:	(972) 548 x4694
Email:	svilca@co.collin.tx.us

# **Event Information**

Number:	2023-219
Title:	Safety Wear
Туре:	Invitation for Bid
Issue Date:	5/9/2023
Question Deadline:	5/25/2023 02:00 PM (CT)
Response Deadline:	6/1/2023 02:00 PM (CT)

# **Ship To Information**

Address: See Purchase Order McKinney, TX 75071

### **Billing Information**

Contact: Accounts Payable Address: Auditor Jack Hatchell Admin. Bldg Ste. 3100 2300 Bloomdale Rd Ste. 3100 McKinney, TX 75071 Phone: (972) 548-4733 Email: accountspayable@co.collin.tx.us

### **Bid Attachments**

LEGAL_NOTICE 2023-219.docx	Download
Legal Notice	
General_Instructions_Bid_07.18.2022.docx	View Online
1.0 General Instructions IFB	
Terms_of_Contract_Bid2.10.21.docx	View Online
Terms of Contract - Bid	
Insurance updated 1-26-2015.doc	View Online
Minimum Insurance Requirements	
Special_Conditions_and_Specifications.f_1.5.2023-219.docx	View Online
Special Conditions and Specifications	
HB23_CIQ.pdf	View Online
Information Regarding Conflict of Interest Questionnaire	
CIQ_113015.pdf	View Online
Conflict of Interest Questionnaire	
W-9 rev 2018.pdf	View Online
W-9 Form	
Recycled_Material_Content_Questionnaire_and_Affidavit_6.23.22.xlsx	View Online
Recycled Material Content Questionnaire and Affidavit	

# **Requested Attachments**

#### W-9

(Attachment required)

### **Conflict of Interest Questionnaire (CIQ)**

### **Recycled Material Content Questionnaire and Affidavit If applicable**

### **Bid Attributes**

#### 1 eBid Notice

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

(Required: Maximum 1000 characters allowed)

#### 2 Contact Information

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

(Required: Maximum 4000 characters allowed)

#### 3 Delivery

Delivery will be F.O.B. inside delivery at Collin County designated locations and all transportation charges are to be paid by the supplier to destination. Please state delivery in calendar days from date of order.

(Required: Maximum 1000 characters allowed)

#### 4 Exceptions (for IFB/Quote)

If you take any exceptions to the specifications, you must submit the exception/s as a Question via the public eBid portal before the Question Cutoff Date for County consideration. The County will review and publish a response via eBid. If you would like to offer any substitutions, please review the General Instructions Document §1.17 and submit by separate attachment. Please initial.

(Required: Maximum 1000 characters allowed)

5	Insurance Acknowledgement I understand that the insurance requirements of this solicitation are required and are included in the submitted pricing. A certificate of insurance shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract. Please initial.
	(Required: Maximum 1000 characters allowed)
6	Subcontractors State the business name of all subcontractors and the type of work they will be performing under this contract. If you are fully qualified to self-perform the entire contract, please respond with "Not Applicable-Self Perform".
7	Reference No. 1 List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

(Required: Maximum 4000 characters allowed)

### 8 Reference No. 2

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

(Required: Maximum 4000 characters allowed)

#### 9 Reference No. 3

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

(Required: Maximum 4000 characters allowed)

1 Cooperative Contracts

As permitted under Title 8, Chapter 271, Subchapter F, Section 271.101 and 271.102 V.T.C.A. and Title 7, Chapter 791, Subchapter C, Section 791.025, V.T.C.A., other local governmental entities may wish to also participate under the same terms and conditions contained in this contract. Each entity wishing to participate must enter into an interlocal agreement with Collin County and have prior authorization from vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the local governmental entity requiring supplies/services. Collin County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract. Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded, under the same terms and conditions?

☐ Yes ☐ No (Required: Check only one)

# 1 Preferential Treatment

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

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

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

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

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

(Required: Maximum 4000 characters allowed)

12	Debarment Certification I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Please initial.  (Required: Maximum 1000 characters allowed)
1 3	Immigration and Reform Act         I declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America. I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable by Collin County. Please initial.         (Required: Maximum 1000 characters allowed)
14	Disclosure of Certain Relationships Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071. Please initial. (Required: Maximum 1000 characters allowed)
15	Anti-Collusion Statement Bidder certifies that its Bid/Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid/Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in Agreement cancellation, return of materials or discontinuation of services and the possible removal from bidders list. Please initial.

(Required: Maximum 1000 characters allowed)

Disclosure of Interested Parties
Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after January 1, 2016. Please initial.
Notification Survey         In order to better serve our offerors, the Collin County Purchasing Department is conducting the following survey.         We appreciate your time and effort expended to submit your bid. Should you have any questions or require more information please call (972) 548-4165. How did you receive notice of this request?         □ Plano Star Courier       □ Plan Room       □ Collin County eBid Notification       □ Collin County Website         □ Other
(Required: Check only one)
Bidder Acknowledgement Bidder acknowledges, understands the specifications, any and all addenda, and agrees to the bid terms and conditions and can provide the minimum requirements stated herein. Bidder acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Bid submittal resulting from Bidder's failure to do so. Bidder acknowledges the prices submitted in this Bid have been carefully reviewed and are submitted as correct and final. If Bid is accepted, vendor further certifies and agrees to furnish any and all products upon which prices are extended at the price submitted, and upon conditions in the specifications of the Invitation for Bid. Please initial.
(Required: Maximum 1000 characters allowed)
Critical Infrastructure Affirmation Pursuant to section 2274.0102 of the Texas Government Code, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries. Please initial.

(Required: Maximum 1000 characters allowed)

2 0	Energy Company Boycotts	
U	Pursuant to Section 2274.002 of the Texas Government Code, should the contract have a value of \$100,000 or more and the company employs 10 or more full-time employees, Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies, and (2) will not boycott energy companies during the term of the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency. Please initial.	
	(Required: Maximum 1000 characters allowed)	
2 1	Recycling Preference	
	Pursuant to Texas LGC 262.005, Health and Safety Code 361.426 and Texas Administrative Code 328.203 the County shall give preference in purchasing to products made of recycled materials in certain solicitations. To participate in the County's Purchasing Preference for Recycled Products Program, Suppliers must sign and complete the Recycled Content Questionnaire and Affidavit provided in the Solicitation, and submit this form in the response to the Solicitation. Please initial.	
	(Required: Maximum 4000 characters allowed)	1

# **Bid Lines**

1	Helmet Hut, Black (Response required)			
	Quantity: <u>12</u>	UOM: <u>each</u>	Price: \$	Total: \$
	Manufacturer:	First Spear or Collin County appro	ved equal	No bid
	Manufacturer #:	500-11-00025-5001-00		Alternate specification
	Item Notes:	State manufacturer if different than	stated. (SWAT ONLY)	(Attach separate sheet)
	Supplier Notes:			Additional notes (Attach separate sheet)
2	PROTECH FAS (Response required)	T ATTACK VEST - ADVANCED WI	EBLESS SYSTEM, Black	
	Quantity: <u>12</u>	UOM: each	Price: \$	Total: \$
				Total: \$
	Manufacturer:	UOM: each	d equal	
	Manufacturer:	UOM: each Safariland or Collin County approve	d equal	No bid Alternate specification (Attach separate sheet)
	Manufacturer:	UOM: each Safariland or Collin County approve	d equal	No bid

3	COMBAT APPL (Response required		-Т)	
	Quantity: 24	UOM: each	Price: \$	Total: \$
	Manufacturer:	North American Rescue or Co	llin County approved equal	No bid
	Item Notes:	State manufacturer if different	than stated.	Alternate specification
	Supplier Notes:			(Attach separate sheet)
				Additional notes (Attach separate sheet)
4	FM53 Gas Mas (Response required	sk Specialist Responder Kit		
	Quantity: <u>12</u>	UOM: each	Price: \$	Total: \$
	Manufacturer:	Avon Protection Systems or C	ollin County approved equal	No bid
	Item Notes:	State manufacturer if different t	han stated. (SWAT ONLY)	Alternate specification
	Supplier Notes:			(Attach separate sheet)
				Additional notes (Attach separate sheet)
5	Gas Mask Drop (Response required			
	Quantity: <u>12</u>	UOM: each	Price: \$	Total: \$
	Manufacturer:	TYR Tactical or Collin Count	y approved equal	No bid
	Manufacturer #	TYR-OD730-CAN		Alternate specification
	Item Notes:	State manufacturer if different	t than stated. (SWAT ONLY)	(Attach separate sheet)
	Supplier Notes:			(Attach separate sheet)
6	Standard Issue (Response required	Ballistic M Frame Alpha		
	Quantity: <u>12</u>	UOM: each	Price: \$	Total: \$
	Manufacturer:	Oakley or Collin County appro	ved equal	No bid
	Item Notes:	State manufacturer if different t	han stated. (SWAT ONLY)	Alternate specification
	Supplier Notes:			(Attach separate sheet)
				Additional notes (Attach separate sheet)
7	SUPPRESSOF (Response required	R SENSOR GLOVES		
	Quantity: <u>12</u>	UOM: each	Price: \$	Total: \$
	Manufacturer:	Outdoor Research or Collin (	County approved equal	No bid
	Manufacturer #	266840		Alternate specification
	Item Notes:	State manufacturer if different	t than stated. (SWAT ONLY)	(Attach separate sheet)
	Supplier Notes:			Additional notes (Attach separate sheet)

8	Cobra Cuffs (Response required)         Quantity:       12       UOM:       each       Price:       \$         Manufacturer:       Cobra Cuffs or Collin County approved equal       Image: No bid       No bid         Manufacturer #:       MS24D-250-6-BK       Image: Alternate specification (Attach separate sheet)       Alternate specification (Attach separate sheet)         Supplier Notes:       Image: Additional notes (Attach separate sheet)       Additional notes (Attach separate sheet)
9	FLXIIIA-1 w/2 Hi Lite Carriers and Soft Trauma Insert         (Response required)         Quantity:       3       UOM: each       Price:       \$         Manufacturer:       Point Blank or Collin County approved equal       Image: No bid       Image: No bid         Item Notes:       State manufacturer if different than stated.       Image: Alternate specification (Attach separate sheet)         Supplier Notes:       Additional notes (Attach separate sheet)
10	Ballistic Vest, Revolution Carrier / Level II         (Response required)         Quantity:       1         UOM:       each         Price:       \$         Manufacturer:       Armor Express or Collin County approved equal         Item Notes:       State manufacturer if different than stated.         Supplier Notes:
1	Ballistic Vest, Revolution Carrier / Level III         (Response required)         Quantity:       1         UOM:       each         Price:       \$         Manufacturer:       Armor Express or Collin County approved equal         Item Notes:       State manufacturer if different than stated.         Supplier Notes:
1 2	PROTECH FAST ATTACK VEST - Ballistics Hardwire 68 Level IIIA, Black         (Response required)         Quantity:       12         UOM:       each         Price:       \$         Manufacturer:       Safariland or Collin County approved equal         Manufacturer #:       PTA-FAV-HW68-3A         Item Notes:       State manufacturer if different than stated. (SWAT ONLY)         Supplier Notes:       Additional notes (Attach separate sheet)

13	PROTECH Collar - Hardwire 68 Level IIIA, Black (Response required)         Quantity:       12       UOM:       each       Price:       \$         Manufacturer:       Safariland or Collin County approved equal       Image: No bid       Image: No bid         Manufacturer #:       PTA-CLR-HW68-3A       Image: Alternate specification (Attach separate sheet)       Image: Additional notes (Attach separate sheet)         Supplier Notes:       Image: Additional notes       Image: Additional notes
14	PROTECH Throat - Hardwire 68 Level IIIA, Black         (Response required)         Quantity:       12       UOM: each       Price:       \$       Total:       \$         Manufacturer:       Safariland or Collin County approved equal       Image: County approved equal
15	PROTECH Structured Upper Arms - Hardwire 68 Level IIIA, Black         Quantity:       12       UOM:       each       Price:       \$       Total:       \$         Manufacturer:       Safariland or Collin County approved equal       Image: No bid       Image: No bid       Image: No bid       Image: Alternate specification (Attach separate sheet)       Image: Additional notes (Attach separate sheet)         Supplier Notes:       Image: Notes:       Image: Notes (Attach separate sheet)       Image: Notes (Attach separate sheet)       Image: Notes (Attach separate sheet)
16	PROTECH Lower AB/Spine Protector - AWS Hardwire 68 Level IIIA, Black         (Response required)         Quantity:       12       UOM:       each       Price:       \$       Total:       \$         Manufacturer:       Safariland or Collin County approved equal       Image: No bid       Image: No bid       Image: Alternate specification (Attach separate sheet)       Image: Alternate specification (Attach separate sheet)       Image: Additional notes (Attach separate sheet)         Supplier Notes:       Image: Notes:       Image: Notes:       Image: Additional notes (Attach separate sheet)       Image: Notes (Attach separate sheet)
17	PROTECH Enhanced Groin AWS - Hardwire 68 Level IIIA, Black         (Response required)         Quantity:       12       UOM:       each       Price:       \$       Total:       \$         Manufacturer:       Safariland or Collin County approved equal       Image: Collin County

1 8	PROTECH Large (Response required)	e ID Panel 8.5"x3", Black
	Quantity: <u>25</u> l	JOM: each Price: \$ Total: \$
	Manufacturer:	Safariland or Collin County approved equal No bid
	Manufacturer #:	PTA-1223589-SL
	Item Notes:	State manufacturer if different than stated.
	Supplier Notes:	Additional notes (Attach separate sheet)
19	PROTECH Smal (Response required)	I ID Panel 5"x2", Black
5		JOM: each Price: \$ Total: \$
	Manufacturer:	Safariland or Collin County approved equal
	Manufacturer #: Item Notes:	PTA-1223589-55       Alternate specification         State manufacturer if different than stated.       (Attach separate sheet)
	Supplier Notes:	Additional notes
		(Attach separate sheet)
2		
2 0	(Response required)	al Threat ICW 10X12 Multi-Curve Shooters Cut, Black
	Quantity: <u>12</u> l	JOM: each Price: \$ Total: \$
	Manufacturer:	Safariland or Collin County approved equal
	Manufacturer #:	1347534
	Item Notes:	State manufacturer if different than stated. (SWAT ONLY)
	Supplier Notes:	Additional notes (Attach separate sheet)
2	XPRT Tactical P	ant, Green
•	(Response required) Quantity: 12 L	JOM: each Price: \$ Total: \$
	Manufacturer:	5 11 or Collin County approved equal
	Manufacturer #: Item Notes:	74068       Alternate specification         State manufacturer if different than stated. (SWAT ONLY)       (Attach separate sheet)
	Supplier Notes:	Additional notes
		(Attach separate sheet)
2		t Croon
2 2	XPRT Rapid Shi (Response required)	
	Quantity: <u>12</u> l	JOM: each Price: \$ Total: \$
	Manufacturer:	5.11 or Collin County approved equal
	Manufacturer #:	72090 Alternate specification
	Item Notes:	State manufacturer if different than stated. (SWAT ONLY)
	Supplier Notes:	Additional notes (Attach separate sheet)

23	3       (Response required)         Quantity:       12       UOM: each       Price: \$       T         Manufacturer:       5.11 or Collin County approved equal       T         Manufacturer #:       48332         Item Notes:       State manufacturer if different than stated. (SWAT ONLY)         Supplier Notes:	Total:       \$         No bid       Alternate specification (Attach separate sheet)         Additional notes (Attach separate sheet)
24	4 (Response required)	Total:       \$         No bid       Alternate specification (Attach separate sheet)         Additional notes (Attach separate sheet)
25	5 (Response required)	Total:       \$         No bid       Alternate specification (Attach separate sheet)         Additional notes (Attach separate sheet)
26	(Response required)	Total:       \$         No bid       Alternate specification (Attach separate sheet)         Additional notes (Attach separate sheet)
27	(Response required)	Total:       \$         No bid       Alternate specification (Attach separate sheet)         Additional notes (Attach separate sheet)

28	Motorola APX Cable Adaptor (Response required)         Quantity:       4       UOM:       each       Price:       \$         Manufacturer:       Silynx or Collin County approved equal       Image: No bid       Alternate specification (Attach separate sheet)         Manufacturer #:       CA0117-03       Image: Alternate specification (Attach separate sheet)       Additional notes (Attach separate sheet)         Supplier Notes:       Image: Additional notes (Attach separate sheet)       Image: Additional notes (Attach separate sheet)
29	Dual Comms Splitter (Response required)         Quantity:       4       UOM:       each       Price:       \$       Total:       \$         Manufacturer:       Silynx or Collin County approved equal       Image: CA0175-01       Image: CA0175-0
30	Micro Wireless PTT (Response required)         Quantity:       4       UOM:       each       Price:       \$       Total:       \$         Manufacturer:       Silynx or Collin County approved equal       Image: No bid       Image: No bid       Image: Alternate specification (Attach separate sheet)         Manufacturer #:       MWPTT-K-004-01       Image: Alternate specification (Attach separate sheet)       Image: Additional notes (Attach separate sheet)         Supplier Notes:       Image: Additional notes (Attach separate sheet)       Image: Additional notes (Attach separate sheet)
31	Clarus XPR (Response required)         Quantity:       8       UOM: each       Price:       \$         Manufacturer:       Silynx or Collin County approved equal       Image: CXPRQH-D-002       Image: CXPRQH-D-002         Manufacturer #:       CXPRQH-D-002       Image: CXPRQH-D-002       Image: CXPRQH-D-002         Item Notes:       State manufacturer if different than stated.       Image: Additional notes (Attach separate sheet)         Supplier Notes:       Image: Additional notes (Attach separate sheet)
32	Tactical Ear Gadgets, Ghost Ear Mold         (Response required)         Quantity:       12       UOM: each       Price:       \$         Manufacturer:       Earphone Connection or Collin County approved equal       Image: No bid         Manufacturer #:       EP-EMRL       Image: Alternate specification (Attach separate sheet)         Item Notes:       State manufacturer if different than stated. (SWAT ONLY)       Image: Additional notes (Attach separate sheet)         Supplier Notes:       Image: Additional notes (Attach separate sheet)       Image: Additional notes (Attach separate sheet)

3		ation Kit x 2 for Dual Comms TCI M.	A.S.T.	
3	(Response required Quantity: 16	,	Price: \$	Total: \$
		Safariland or Collin County approve		
	Manufacturer: Item Notes:	State manufacturer if different than s	•	No bid
	Supplier Notes:			Alternate specification (Attach separate sheet)
				Additional notes
				(Attach separate sheet)
3	Ballistic Blanke	t - 32"-72" IIIA		
4	(Response required		•	•
	Quantity: <u>1</u>		Price: \$	Total: \$
	Manufacturer:	Point Blank Enterprises or Collin Co		No bid
	Item Notes:	State manufacturer if different than s	tated.	Alternate specification
	Supplier Notes:			(Attach separate sheet)
				(Attach separate sheet)
3 5	Ballistic Shield (Response required	Phalanx Level IIIA+		
•	Quantity: <u>1</u>	UOM: each	Price: \$	Total: \$
	Manufacturer:	Point Blank Enterprises or Collin Co		No bid
	Item Notes:	View port and light required.		Alternate specification
		State manufacturer if different than s	tated.	(Attach separate sheet)
	Supplier Notes:			Additional notes (Attach separate sheet)
3	Avon C50 First			
6	(Response required) Quantity: 50	<sup>1)</sup> UOM: each	Price: \$	Total: \$
	· <u> </u>	Avon Protection Systems or Collin		
	Manufacturer:			No bid
	Manufacturer #			Alternate specification (Attach separate sheet)
	Item Notes: Supplier Notes:	State manufacturer if different than	stated. (PATROL/CH)	Additional notes
				(Attach separate sheet)
•				
3 7	(Response required	gent Filter 4 Pack		
	Quantity: <u>10</u>	UOM: <u>each</u>	Price: \$	Total: \$
	Manufacturer:	Avon Protection Systems or Collin	County approved equal	No bid
	Manufacturer #	AVON-72606-3		Alternate specification
	Item Notes:	State manufacturer if different than	stated.	(Attach separate sheet)
	Supplier Notes:			Additional notes (Attach separate sheet)

3 8	United Shield Rid (Response required)	ot Face Shield with Rail Adapter	
	Quantity: <u>50</u> l	JOM: each Price: \$	Total: \$
	Manufacturer:	United Shield or Collin County approved equal	No bid
	Manufacturer #:	SOD-RFS-RAIL	Alternate specification
	Item Notes:	State manufacturer if different than stated.	(Attach separate sheet)
	Supplier Notes:		Additional notes (Attach separate sheet)
3 9	Ballistic Panel SX (Response required)		
	Quantity: <u>50</u> l	JOM: each Price: \$	Total: \$
	Manufacturer:	Safariland or Collin County approved equal	No bid
	Item Notes: S	State manufacturer if different than stated.	Alternate specification
	Supplier Notes:		(Attach separate sheet)
			Additional notes (Attach separate sheet)
4 0	Ballistic Panel SX (Response required)		
	Quantity: <u>50</u> l	JOM: <u>each</u> Price: \$	Total: \$
	Manufacturer:	Safariland or Collin County approved equal	No bid
	Manufacturer #:	SBA-1219794-F	Alternate specification
	Item Notes:	State manufacturer if different than stated.	(Attach separate sheet)
	Supplier Notes:		(Attach separate sheet)
4 1	2.0 Soft Trauma (Response required)		
	Quantity: 50 l	JOM: each Price: \$	Total: \$
	Manufacturer:	Safariland or Collin County approved equal	No bid
		State manufacturer if different than stated.	Alternate specification
	Supplier Notes:		(Attach separate sheet)
			(Attach separate sheet)
4	Model XCAL DT	C1 Type III ICW 10X12 Multi Curve Plate	
2	(Response required)		(¢
		JOM: each Price: \$	Total: \$
	Manufacturer:	Safariland or Collin County approved equal	No bid
	Manufacturer #:	1166518	Alternate specification (Attach separate sheet)
	Item Notes:	State manufacturer if different than stated.	Additional notes
	Supplier Notes:		(Attach separate sheet)

4 3	Model Speed Pla (Response required)	ates, Level IIIA, Multi Curve, 5X7 Rifle	Plate	
	Quantity: 20 l	JOM: each	Price: \$	Total: \$
	Manufacturer:	Point Blank or Collin County approve	d equal	No bid
	Manufacturer #:	10024/10025		Alternate specification
	Item Notes:	State manufacturer if different than st	ated.	(Attach separate sheet)
	Supplier Notes:			Additional notes (Attach separate sheet)
4 4	Model Speed Pla (Response required)	ates, Level IIIA, Multi Curve, 7X9 Rifle	Plate	
	Quantity: 20 l	JOM: each	Price: \$	Total: \$
	Manufacturer:	Point Blank or Collin County approve	d equal	No bid
	Manufacturer #:	10024/10025		Alternate specification
	Item Notes:	State manufacturer if different than st	ated.	(Attach separate sheet)
	Supplier Notes:			Additional notes (Attach separate sheet)
4		Dregon City Carrier		
5	(Response required)		Price: \$	Total: \$
		JOM: <u>each</u> Safariland or Collin County approved		Total: 5
	Manufacturer:		i equal	No bid
	Manufacturer #:	DN6566		Alternate specification (Attach separate sheet)
	Item Notes:	State manufacturer if different than st	ated.	Additional notes
	Supplier Notes:			(Attach separate sheet)
4 6	M Series Concea (Response required)	alable Carrier		
		JOM: each	Price: \$	Total: \$
	Manufacturer:	Safariland or Collin County approved	lequal	No bid
	Manufacturer #:	SBA-M2		Alternate specification
	Item Notes:	State manufacturer if different than st	ated.	(Attach separate sheet)
	Supplier Notes:			Additional notes (Attach separate sheet)
4 7	Ballistic Vest, Po (Response required)	int Blank AX3A LEVEL IIIA with Hilite (	Carrier, Black	
	Quantity: <u>1</u> I	JOM: each	Price: \$	Total: \$
	Manufacturer:	Point Blank or Collin County approved	equal	No bid
	Item Notes: S	State manufacturer if different than sta	ted.	Alternate specification
	Supplier Notes:			(Attach separate sheet)
				Additional notes (Attach separate sheet)

4 8	Ballistic Vest, P (Response required	Point Blank Speed Plate, 8 X 10 Multi Cu	Irve Shooter's Cut	
	Quantity: <u>1</u>	UOM: each	Price: \$	Total: \$
	Manufacturer:	Point Blank or Collin County approved	equal	No bid
	Item Notes:	State manufacturer if different than state	ed.	Alternate specification
	Supplier Notes:			(Attach separate sheet)
				Additional notes (Attach separate sheet)
				(/ 11/20/ 00/20/20/ 0/00/)
<b>4</b> 9	Ballistic Vest, P	Point Blank BCIIIA (Level 3A) with (2) Hili	ite Carriers	
	Quantity: 1	,	Price: \$	Total: \$
	Manufacturer:	Point Blank or Collin County approved		No bid
	Item Notes:	State manufacturer if different than state	ed.	Alternate specification
	Supplier Notes:			(Attach separate sheet)
				Additional notes (Attach separate sheet)
				(Allach separate sheel)
5 0	Ballistic Vest, P	Point Blank BCIIIA (Level 3A) with (2) Hil	ite Carriers, Soft Trauma Plate	e and Armorvent
•	Quantity: <u>1</u>	UOM: each	Price: \$	Total: \$
	Manufacturer:	Point Blank or Collin County approved		
	Item Notes:	State manufacturer if different than state	ed.	No bid     Alternate specification
	Supplier Notes:			(Attach separate sheet)
				Additional notes (Attach separate sheet)
				(Allach separate sheet)
5 1	Helmet, Point B (Response required	Blank Level 3A, High, Mid of Low Cut wit	h Standard Harness, Side Ra	ils & Front Mount
-	Quantity: 1	UOM: each	Price: \$	Total: \$
	Manufacturer:	Point Blank or Collin County approved		No bid
	Item Notes:	State manufacturer if different than state	ed.	Alternate specification
	Supplier Notes:			(Attach separate sheet)
				Additional notes (Attach separate sheet)
				(Allach separate sheet)
5 2	Helmet, HLMUN MOUNT (Response required	MCLBNR / MICH MID CUT W/7 PAD SY	STEM, LOW PROFILE HARN	NESS, RAILS AND NVG
	Quantity: <u>15</u>	UOM: <u>each</u>	Price: \$	Total: \$
	Manufacturer:	Point Blank or Collin County approved	equal	No bid
	Item Notes:	State manufacturer if different than state	ed. Point Blank helmet base	Alternate specification
		model, BP3318.		(Attach separate sheet)
	Supplier Notes:			Additional notes (Attach separate sheet)

53	Safariland Body Armor U1 Front Opening, Dark Navy   Response required)   Quantity: 1   UOM: each   Price:   \$   Manufacturer:   Safariland or Collin County approved equal   Manufacturer #:   SBA-U1-FRNT-DN6701   tem Notes:   State manufacturer if different than stated.   Supplier Notes:
54	Bothell PD Carrier with Pen Pockets and Napoleon Pockets   (Response required)   Quantity: 1   UOM: each   Price:   \$   Manufacturer:   Safariland or Collin County approved equal   Manufacturer #:   SBA-1303518-BC   tem Notes:   State manufacturer if different than stated.   Supplier Notes:
55	Mil Spec Crux™ 1.5L Reservoir         (Response required)         Quantity: 12       UOM: each         Price: \$       Total: \$         Manufacturer:       CamelBak or Collin County approved equal         Manufacturer #:       CB-2053001015         Manufacturer #:       CB-2053001015         State manufacturer if different than stated. (SWAT ONLY)       Alternate specification (Attach separate sheet)         Supplier Notes:       State manufacturer if different than stated. (SWAT ONLY)
56	Micro Trauma Kit NOW!, MOLLE Mount, Helium Whisper, Advanced Supplies, Black         (Response required)         Quantity:       12         UOM:       each         Price:       \$         Manufacturer:       Blue Force Gear or Collin County approved equal         Manufacturer #:       BT-TKN-MTKN-Filled-003-BK         Manufacturer #:       State manufacturer if different than stated. (SWAT ONLY)         Supplier Notes:       Additional notes
5 7	Tourniquet NOW! Strap Tourniquet Holder, Ranger Green         (Response required)         Quantity: 24       UOM: each       Price: \$       Total: \$         Manufacturer:       Blue Force Gear or Collin County approved equal       Inclusion No bid         Manufacturer #:       M-TQH-TNS-RG       Alternate specification (Attach separate sheet)         Supplier Notes:       State manufacturer if different than stated. (SWAT ONLY)       Additional notes (Attach separate sheet)

58	TOURNIQUET C (Response required)	CASE GEN 7 C-A-T, TOURNIQUET TACTICAL C	3 C-A-T RIGID HO	DLDER BLACK
-	,	JOM: each Price: \$		Total: \$
	Manufacturer:	North American Rescue or Collin County approved	d equal	
		80-0479	•	No bid
	Manufacturer #: Item Notes:	State manufacturer if different than stated. (PATRC		Alternate specification (Attach separate sheet)
	Supplier Notes:			Additional notes
	Supplier Notes.			(Attach separate sheet)
5 9	Percent Discoun Herein	t Off Latest Suggested List Price for manufacture	r bid on Safariland	
				Total: %
	Supplier Notes:			No bid
	-			Additional notes
				(Attach separate sheet)
_				
6 0	Percent Discoun Herein	t Off Latest Suggested List Price for manufacture	r bid on Point Bla	nk brand items Not Listed
				Total: %
	Supplier Notes:			
				No bid
				Additional notes (Attach separate sheet)
6 1	Percent Discoun Not Listed Hereir	nt Off Latest Suggested List Price for manufacture	r bid on Avon Pro	tection Systems brand items
				Total: %
	Supplier Notes:			
				No bid
				Additional notes (Attach separate sheet)
				(
6 2	Percent Discoun	t Off Latest Suggested List Price for manufacture	r bid on Silynx bra	and items Not Listed Herein
				Total: %
	Supplier Notes:			No bid
				Additional notes
				(Attach separate sheet)

6 3	Percent Discount Off Latest Suggested List Price for manufacturer bid on 5.11 brand items Not Listed Herein		
	Supplier Notes:	Total: % No bid Additional notes (Attach separate sheet)	
6 4	Percent Discount Off Latest Suggested List Price for manufacturer bid on Armor Expres	ss brand items Not Listed	
	Supplier Notes:	Total: % No bid Additional notes (Attach separate sheet)	
6 5	Percent Discount Off Latest Suggested List Price for manufacturer bid on Blue Force G	ear brand items Not	
	Supplier Notes:	Total: % No bid Additional notes (Attach separate sheet)	
6 6	Percent Discount Off Latest Suggested List Price for manufacturer bid on North America Not Listed Herein	an Rescue brand items	
	Supplier Notes:	Total: % No bid Additional notes (Attach separate sheet)	

### **Supplier Information**

Company Name:	
Contact Name:	
Address:	
Phone:	
Fax:	
Email:	
Supplier Note	es la companya de la companya

The undersigned hereby certifies the foregoing bid submitted by the company listed below hereinafter called "bidder" is the duly authorized agent of said company and the person signing said bid has been duly authorized to execute same. Bidder affirms that they are duly authorized to execute this contract; this company; corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder or other person or persons engaged in the same line of business; and that the contents of this bid as to prices, terms and conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Print Name

Signature

#### 1.0 GENERAL INSTRUCTIONS

1.0.1 Definitions

1.0.1.1 Bidder: refers to submitter.

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

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

1.0.1.4 IFB: refers to Invitation For Bid.

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

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

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

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

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

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

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

1.8 Submittals via email, oral, telegraphic or telephonic will not be accepted. IFBs may be submitted in electronic format via Collin County eBid.

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

1.10 Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all IFBs submitted in hard copy paper form only, no flash drives, CD-ROMs or any other form of "plug and play" portable storage device will be accepted as a Submittal. IFBs received in the Collin County Purchasing Department after submission deadline shall be considered void and unacceptable. Absolutely no late Submittals will be considered. Collin County accepts no responsibility for technical difficulties related to electronic Submittals.

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

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

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

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

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

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

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

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

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

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

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

1.19.3 have a satisfactory record of performance;

1.19.4 have a satisfactory record of integrity and ethics;

1.19.5 be otherwise qualified and eligible to receive an award.

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

1.20 Vendor shall bear any/all costs associated with its preparation of an IFB.

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

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

1.23 Interlocal Agreement: Successful Bidder agrees to extend prices and terms to all entities that has entered into or will enter into joint purchasing interlocal cooperation agreements with Collin County. Delivery to governmental entities located within Collin County will be at no additional charge or as otherwise provided for in the award document. Delivery charges, if any, for governmental entities located outside of Collin County shall be negotiated between the Vendor and each governmental entity.

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

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

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

#### 2.0 **TERMS OF CONTRACT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.18.1 Collin County Purchase Order Number;

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

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

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

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

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

2.22 The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.

2.23 The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Collin County, Texas.

2.24 The Vendor/Contractor/Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.

2.25 The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.

2.26 Vendor/Contractor/Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Vendor/Contractor/Provider for purposes of solicitation. As exception, Vendor/Contractor/Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.

2.27 The Vendor/Contractor/Provider understands. acknowledges and that if the agrees Vendor/Contractor/Provider subcontracts with a third party for services and/or material, the primary Vendor/Contractor/Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Vendor/Contractor/Provider and the third party, including any payment dispute, will be promptly remedied by the primary vendor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Vendor/Contractor/Provider by Collin County for any payments owed to the third party.

2.28 Vendor/Contractor/Provider shall provide Collin County with diagnostic access tools at no additional cost to Collin County, for all Electrical and Mechanical systems, components, etc., procured through this contract.

2.29 Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by the Collin County Homeland Security prior to access being granted to Collin County. Upon request, Vendor/Contractor/Provider shall provide list of individuals to Collin County Purchasing Department within five (5) working days.

2.30 Non-Disclosure Agreement: Where applicable, vendor shall be required to sign a non-disclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by vendor, except as provided in the contract/agreement, may cause serious harm or damage to Collin County. Therefore, Vendor agrees that Vendor will not use the information furnished for any purpose other than that stated in contract/agreement, and agrees that Vendor will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible transaction. This agreement shall be binding upon Collin County and Vendor, and upon the directors, officers, employees and agents of each.

2.31 Vendors/Contractors/Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must be legally eligible to work in the United States of America.

2.32 Certification of Eligibility: This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or proposal in response to this solicitation, the Bidder certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the Bidder will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.

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

2.34 Delays and Extensions of Time when applicable:

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

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

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

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

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

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

#### **3.0 INSURANCE REQUIREMENTS**

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

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

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

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

Employers' Liability

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

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

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

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

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

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

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

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

3.2.5 All copies of Certificates of Insurance shall reference the project/contract number.

3.3 All insurance shall be purchased from an insurance company that meets the following requirements:

3.3.1 A financial rating of A-VII or higher as assigned by the BEST Rating Company or equivalent.

3.4 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

3.4.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

3.4.2 Sets forth the notice of cancellation or termination to Collin County.

### 4.0 SPECIAL CONDITIONS AND SPECIFICATIONS

4.1 Authorization: By order of the Commissioners Court of Collin County, Texas, sealed bids will be received for Safety Wear, IFB No. 2023-219.

4.2 **Purpose:** The intended purpose for this Invitation for Bid is to describe safety wear that will be used by Collin County law enforcement.

4.3 **Term:** Successful vendor(s) will be awarded a twelve (12) month contract, effective from date of award. At Collin County's option and approval by the vendor, the contract may be renewed for two (2) additional one (1) year periods.

4.4 **Funding:** Funds for payment have been provided through the Collin County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the County from any obligation of public funds beyond the fiscal year for which a budget has been approved.

4.5 **Price Reduction:** If during the life of the contract, the vendor's net prices to its customers for the same product(s) and/or services shall be reduced below the contracted price, it is understood and agreed that the County shall receive such price reduction.

4.6 **Price Redetermination:** A price redetermination may be considered by Collin County only at the anniversary date of the contract each year. The anniversary date for this contract will be the commencement date of this contract of each year. All requests for price redetermination shall be in written form, and shall be submitted at a minimum of ninety (90) days prior to anniversary date and shall include documents supporting price redetermination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc.

Collin County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

4.7 **Warranty:** Awarded bidder shall honor all manufacturer's warranties associated with the awarded items. If bidding alternates, bidder shall attach a copy of a complete description of the standard warranty terms and conditions. In all purchases made by the County, availability and accessibility of warranty service may be considered in determining the lowest responsible bidder.

4.8 **Delivery Time/Charges:** Delivery time is an important consideration in the evaluation of the lowest and best bid. Delivery will be FOB to Collin County location as specified on each purchase order. All charges for standard delivery/freight are to be included in the bid price. No additional delivery fees will be paid by Collin County.

4.9 **Delivery Requirements:** Successful bidder(s) shall deliver all equipment to the addresses listed on the County Purchase Order. Deliveries not matching "SHIP TO" address from Purchase Order shall be refused/rejected and returned to vendor for shipping to correct address. No additional delivery fees will be paid by Collin County.

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

4.11 **Samples/Demos:** When requested, samples/demos shall be furnished to the County at no additional expense. These samples will be used to determine that the product bid does meet the specifications as listed in this IFB. Bidders will ensure that an "RMA", Return Material Authorization accompanies their shipment of items for testing or the items will be considered a donation to Collin County. Once the selection process has been completed and awards have been made the non-awarded bidder(s) items will be returned to those who have enclosed an "RMA" Return Material Authorization. For those bidder(s) who have been awarded items Collin County will keep all samples for comparison against future orders. Samples of items not meeting the specifications will not be considered for award. Bidders are required to provide samples within five (5) business days following the request of the buyer.

4.12 **Approximate Usage:** Estimated annual quantities are given for each item. Approximate usage does not constitute an order, but only implies the probable quantity the County will use. Items will be ordered on an as-needed basis. Approximate value of this contract is \$194,000.

4.13 **Evaluation and Award:** Award of the contract shall be made to the responsive bidder(s) who submits the lowest and best bid meeting specifications. Collin County reserves the right to award by item, section, or as a whole as deemed to be in the best interest of the County. Collin County further reserves the right to make primary and secondary awards on this contract.

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

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

4.14 The specifications are minimum requirements and are intended to govern, in general, the size and type of signs/materials desired. Any exceptions to these minimum specifications shall be stated in the space provided.

### 4.15 **Percentage Discount off current published catalogs:**

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

The purpose of the discount is to allow Collin County to purchase items in the manufacturer's catalog at the discounted price for requests that are not under the "percent off cost of similar items not herein listed" in this IFB. The successful bidder's catalog must offer a full range of firearms, ammunition, and accessories including common brand name items.

If bidder does not supply the PDF or link to their online catalog with their bid response, the successful bidder(s) shall provide the PDF or link to the online catalog(s) within 5 days of request by the buyer.

# INFORMATION REGARDING CONFLICT OF INTEREST QUESTIONNAIRE

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

For a copy of Form CIQ and CIS:

http://www.ethics.state.tx.us/filinginfo/conflict\_forms.htm

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

For a listing of current Collin County Officers: <a href="http://www.collincountytx.gov/government/Pages/officials.aspx">http://www.collincountytx.gov/government/Pages/officials.aspx</a>

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

Department: Sheriff Jim Skinner Jeffery Price – Sheriff's Office Chris Fontana – Sheriff's Office Robert Langwell - Sheriff's Office Christopher Campbell - Sheriff's Office Michael Sepulvado - Sheriff's Office/Jail Chris Ware - Sheriff's Office Jon Tutt – Sheriff's Office Tammy Cook – Sheriff's Office Marie Chacon – Sheriff's Office Rebecca Zimmerman – Sheriff's Office Judge Vincent Venegoni – Justice of the Peace 4 Sandra Falcon – Justice of the Peace 4 Judge Andrea Bouressa – 471<sup>st</sup> District Court William Schultz - District Courts/County Courts at Law Judge Angela Tucker – 199<sup>th</sup> District Court John Hunt – 199th District Court

Purchasing: Michelle Charnoski, NIGP-CPP, CPPB – Purchasing Agent Marci Chrismon, CPPB – Assistant Purchasing Agent Sophia Vilca Madrid – Buyer II

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

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity	FORM CIQ						
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY						
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).	Date Received						
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. <i>See</i> Section 176.006(a-1), Local Government Code.							
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.							
1 Name of vendor who has a business relationship with local governmental entity.							
completed questionnaire with the appropriate filing authority not later than the 7th busines	2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)						
3 Name of local government officer about whom the information is being disclosed.							
Name of Officer							
Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.							
A. Is the local government officer or a family member of the officer receiving or I other than investment income, from the vendor?	ikely to receive taxable income,						
Yes No							
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?							
Yes No							
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.							
6 Check this box if the vendor has given the local government officer or a family member as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.0							
7							
Signature of vendor doing business with the governmental entity	Date						

### CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

(2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

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

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

	2 Business name/disregarded entity name, if different from above								
rint or type. Instructions on page 3.	<ul> <li>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of following seven boxes.</li> <li>Individual/sole proprietor or C Corporation S Corporation Partnership Trust/esta single-member LLC</li> </ul>	certain entities, not individuals; see instructions on page 3): e							
	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶	is code (if any)							
р Specific	is disregarded from the owner should check the appropriate box for the tax classification of its owner. ○ Other (see instructions) ►	(Applies to accounts maintained outside the U.S.)							
See <b>Spe</b>	5 Address (number, street, and apt. or suite no.) See instructions. Requester's na	me and address (optional)							
S	6 City, state, and ZIP code								
	7 List account number(s) here (optional)								
Par	t Taxpayer Identification Number (TIN)								

	· · · ·								
Enter your TIN in the appropriate box. Th	r your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid					Social security number			
resident alien, sole proprietor, or disrega	is generally your social security number (S rded entity, see the instructions for Part I, I number (EIN). If you do not have a number	ater. For other	-		-				
TIN, later.		0	or						
Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and		ee What Name and	Employer identification number						
Number To Give the Requester for guide	lines on whose number to enter.	Γ							

#### Certification Part II

Under penalties of perjury, I certify that:

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

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

Sign	Signature of				
Here	U.S. person >				

### **General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

### **Purpose of Form**

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

• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)

Date 🕨

- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest),
- 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

#### **RECYCLED MATERIAL CONTENT QUESTIONNAIRE AND AFFIDAVIT**

#### SUPPLIER NAME:

Refer to the latest version of Consolidated Recovered Materials Advisory Notice (RMAN) for the Comprehensive Procurement Guideline (CPG) available at the EPA website (https://www.epa.gov/smm/consolidated-recovered-materials-advisory-notices-rmans-comprehensive-procurement-guidelines) then complete the following table (you may add additional rows as necessary):

Description of Product(s)	Line Item #	1. Which Section of RMAN includes this product? (Write in Section #)	2. How much recovered material does your product contain (% of total)?	3. How much post- consumer material does your product contain (% of total)?	4. Does your product meet the Specific Recommenda tions for Procurement of Designated Item in the RMAN? (Write YES OR NO)	If yes to #4, list the documentation you are providing to verify the content

The undersigned swears/affirms that the foregoing information and statements are true and correct, and that the supplier shall maintain the above through the term of the contract in order to satisfy the requirements of Collin County's preference for recycled products. Furthermore, the undersigned agrees that Collin County may audit my files to confirm compliance with the foregoing; and I further agree to notify Collin County within 30 days after any change in materials related to the recyclable content cited in this affidavit.

AUTHORIZED SIGNATURE:		
PRINTED NAME:	DATE:	
TITLE:		