



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)

CSP NO. 2023-398

COMPETITIVE SEALED PROPOSAL

FOR

CONSTRUCTION: CCADF INFIRMARY EXPANSION

DATE: October 23, 2023

NOTICE TO ALL PROSPECTIVE OFFERORS:

PLEASE MAKE THE FOLLOWING CHANGES TO THE COMPETITIVE SEALED PROPOSAL:

REVISE § 00 41 00 BID FORM:

DELETE LINE ITEMS 7 AND 8

ADD ATTRIBUTE NO. 26: ADDENDUM NO. 2 ACKNOWLEDGEMENT

REVISE § 00 21 16 INSTRUCTIONS TO OFFERORS:

CHANGE §3.1 B

FROM: Proposals shall be a MAXIMUM OF TWENTY-FIVE (25) PRINTED PAGES. The cover, table of contents, divider sheets, CSP forms and financial statements do not count as printed pages.

TO: Proposals shall be a MAXIMUM OF TWENTY-FIVE (25) PRINTED PAGES. The cover, table of contents, divider sheets, CSP forms, financial statements and CPM schedules do not count as printed pages.

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

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

/HA



Collin County Purchasing

2023-398 Addendum 2

CCADF Medical Mental Health Expansion

Issue Date: 10/10/2023

Questions Deadline: 11/16/2023 05:00 PM (CT)

Response Deadline: 12/7/2023 02:00 PM (CT)

Collin County Purchasing

Contact Information

Contact: Hunter Alley, CPPB Senior Buyer

Address: Purchasing

Admin. Building

Ste. 3160

2300 Bloomdale Rd.

Ste. 3160

McKinney, TX 75071

Phone: (972) 548-4117

Fax: (972) 548-4694

Email: halley@co.collin.tx.us

Event Information

Number: 2023-398 Addendum 2
 Title: CCADF Medical Mental Health Expansion
 Type: Competitive Sealed Proposal
 Issue Date: 10/10/2023
 Question Deadline: 11/16/2023 05:00 PM (CT)
 Response Deadline: 12/7/2023 02:00 PM (CT)
 Notes: Expansion project to the Collin County Adult Detention Facility (CCADF) to increase medical / mental health housing. The scope includes a two-story addition to the existing facility and a partial renovation of the current infirmary area. The project will provide additional medical isolation beds, flexible medical orientation beds, acute beds, high acute beds, and subacute beds.

The project is staged in three phases, this is to keep the existing vehicle sally port in operation until the Phase 1 vehicle sallyport is complete and operational.

Ship To Information

Address: See Purchase Order
 McKinney, TX 75071

Billing Information

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

Bid Activities**Mandatory Pre-Bid Meeting & Site-walk (Wednesday)**

11/1/2023 10:00:00 AM (CT)

MANDATORY PRE-BID MEETING & SITE-WALK: The Mandatory Pre-Bid Meeting & Site-walk will be conducted by Collin County on Wednesday, November 1, 2023 at 10:00 a.m. and Thursday, November 2, 2023 at 2:30 p.m. at the Collin County Commissioners Courtroom, located at 2300 Bloomdale Road. McKinney, TX 75071. It is the Vendor's responsibility to review the site and documents to gain a full understanding of the requirements of the solicitation. All Vendors desiring to submit a bid are encouraged to have a representative at the activity. Note: Attendance at only one (1) of the two (2) Prebid Meetings & Site-walk is required.

Mandatory Pre-Bid Meeting & Site-walk (Thursday)

11/2/2023 2:30:00 PM (CT)

MANDATORY PRE-BID MEETING & SITE-WALK: The Mandatory Pre-Bid Meeting & Site-walk will be conducted by Collin County on Wednesday, November 1, 2023 at 10:00 a.m. and Thursday, November 2, 2023 at 2:30 p.m. at the Collin County Commissioners Courtroom, located at 2300 Bloomdale Road. McKinney, TX 75071. It is the Vendor's responsibility to review the site and documents to gain a full understanding of the requirements of the solicitation. All Vendors desiring to submit a bid are encouraged to have a representative at the activity. Note: Attendance at only one (1) of the two (2) Prebid Meetings & Site-walk is required.

Bid Attachments**LEGAL_NOTICE.docx**

Legal Notice

[Download](#)**Project Manual Div 00.pdf**

Project Manual

[View Online](#)

Instructions to Access Confidential Information Bid Form [AD 2]

[View Online](#)

Instructions to Access Confidential Information Bid Form

Confidentiality Agreement--2.docx

[View Online](#)

Confidentiality Agreement

01_2022-188_Addendum_No._1.doc

[View Online](#)

Addendum No. 1

00 41 00 BID FORM COM AD1.pdf

[View Online](#)

00 41 00 Bid Form [AD 1]

01_2023-398_Addendum_No._2.doc

[View Online](#)

Addendum No. 2

Requested Attachments

Conflict of Interest Questionnaire

W-9

(Attachment required)

Bid Bond

(Attachment required)

BID SECURITY: All Bidders must submit, prior to the bid opening time, a Certified Check, Cashier's Check or acceptable Bid Bond payable without recourse to Collin County in the amount of not less than five percent (5%) of the total bid plus alternates as submitted. 1. Bid Bond, certified check or Cashier's Check may be mailed or delivered to the Office of the Collin County Purchasing Agent, Collin County Administration Building, 2300 Bloomdale Road, Ste 3160, McKinney, TX 75071 and shall be delivered in an envelope, marked plainly on the outside with the Bid Name and Number. 2. Bidders submitting a bid via Collin County eBid shall upload a Bid Bond at <https://collincountytx.ionwave.net> Regardless of delivery method, all Bid Bonds shall be received prior to the bid opening time to be considered. Failure to submit a copy of bid security prior to bid opening shall be cause for rejection of bid. The original Bid Bond shall be received in the Collin County Purchasing Department no later than close of business on the third working day after the bid opening. Late receipt of original Bid Bond shall be cause for rejection of bid.

Acknowledgement Forms for Federal Terms & Conditions

(Attachment required)

refer to 00 41 00 Bid Form

Proposal

(Attachment required)

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)

00 41 00 BID FORM [AD 2]

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 Calendar Days Bid

Please state the consecutive calendar days bid from notice to proceed through completion of project.

(Required: Numbers only)

4 Exceptions (for RFP/RFQ)

Do you take exception to the specifications? If so, by separate attachment, please state your exceptions.

Yes No

(Required: Check only one)

5 Insurance Acknowledgement – Construction/Public Works

I understand that the insurance requirements of this solicitation are required and are included in the submitted pricing. The Contractor shall furnish certificates of insurance for both the Contractor and any subcontractor to the Purchasing department if awarded all or a portion of the resulting contract. Please initial.

(Required: Maximum 1000 characters allowed)

6 Bonding Requirement Acknowledgement

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

(Required: Maximum 1000 characters allowed)

7 Bid Bond Acknowledgement 00 41 00 BID FORM [AD 2]

I understand that accompanying this bid, is a certified check, cashier's check or Bid Bond in the amount of five percent (5%) of the total amount bid. Bidders submitting a bid via Collin County eBid shall upload a Bid Bond at <https://collincountytx.ionwave.net>. Regardless of delivery method, all Bid Bonds shall be received prior to the bid opening time to be considered.

I understand that the original Bid Bond shall be received in the Collin County Purchasing Department no later than close of business on the third working day after the bid opening. **Late receipt of original Bid Bond shall be cause for rejection of bid.** Please initial.

(Required: Maximum 4000 characters allowed)

8 Reference No. 1

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references 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. 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)

1
0

Reference No. 3

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references 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
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 inter-local agreement with Collin County and have prior authorization from vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the local governmental entity requiring supplies/services. Collin County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract. Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded, under the same terms and conditions?

Yes No

(Required: Check only one)

1
2

Preferential Treatment

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

1. Is your principal place of business in the State of Texas?
2. If your principal place of business is not in Texas, in which State is your principal place of business?
3. If your principal place of business is not in Texas, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage?
4. If your state favors resident bidders, state by what dollar amount or percentage.

(Required: Maximum 4000 characters allowed)

1 3	<p>Debarment Certification 00 41 00 BID FORM [AD 2]</p> <p>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.</p> <hr/> <hr/> <hr/> <p><i>(Required: Maximum 1000 characters allowed)</i></p>
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1 4	<p>Immigration and Reform Act</p> <p>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.</p> <hr/> <hr/> <hr/> <p><i>(Required: Maximum 1000 characters allowed)</i></p>
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1 5	<p>Disclosure of Certain Relationships</p> <p>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.</p> <hr/> <hr/> <hr/> <p><i>(Required: Maximum 1000 characters allowed)</i></p>
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1 6	<p>Anti-Collusion Statement</p> <p>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.</p> <hr/> <hr/> <hr/> <p><i>(Required: Maximum 1000 characters allowed)</i></p>
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17	<p>Disclosure of Interested Parties 00 41 00 BID FORM [AD 2]</p> <p>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.</p> <hr/> <hr/> <hr/> <p><i>(Required: Maximum 1000 characters allowed)</i></p>
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18	<p>Notification Survey</p> <p>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?</p> <p> <input type="checkbox"/> Plano Star Courier <input type="checkbox"/> Plan Room <input type="checkbox"/> Collin County eBid Notification <input type="checkbox"/> Collin County Website <input type="checkbox"/> Other </p> <p><i>(Required: Check only one)</i></p>
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19	<p>Proposer Acknowledgement</p> <p>Proposer acknowledges, understands the specifications, any and all addenda, and agrees to the proposal terms and conditions and can provide the minimum requirements stated herein. Offeror acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Proposal submittal resulting from Proposer's failure to do so. Proposer acknowledges the prices submitted in this Proposal have been carefully reviewed and are submitted as correct and final. If Proposal is accepted, vendor further certifies and agrees to furnish any and all products/services upon which prices are extended at the price submitted, and upon conditions in the specifications of the Request for Proposal. Please initial.</p> <hr/> <hr/> <hr/> <p><i>(Required: Maximum 1000 characters allowed)</i></p>
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20	<p>Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgment of Attachments</p> <p>The respondent acknowledges that FEMA financial assistance or other State and Federal Assistance may be used to fund all or a portion of the contract. The Respondent will comply with all applicable Federal and state law, regulations, executive orders, policies, procedures, and directives, as detailed in the document attached titled: "ACKNOWLEDGMENT FORMS FOR TERMS AND CONDITIONS FOR FEDERALLY FUNDED PROJECTS". Further, by initialing this attribute, the Respondent is verifying that during the performance of this Contract, should federal assistance be utilized, compliance with the certifications and provisions contained herein is mandatory and shall not be excluded and are not subject to changes, modifications and / or negotiation, unless explicitly indicated in writing by COLLIN COUNTY.</p> <p>The Respondent has reviewed, completed, and signed the attached ACKNOWLEDGMENT FORMS FOR TERMS AND CONDITIONS FOR FEDERALLY FUNDED PROJECTS and will submit signed forms for this solicitation with their response. Please Initial.</p> <hr/> <hr/> <hr/> <p><i>(Required: Maximum 1000 characters allowed)</i></p>
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2
1

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
2

Energy Company Boycotts

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
3

Firearm Entities and Trade Associations Discrimination

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 verifies that: (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. 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
4

Construction Acknowledgement

Bidder, declares that the only person or parties interested in this bid are those principals named herein, that his/her bid is made without collusion with any other person, firm or corporation, that he/she has carefully examined the Contract Documents including the Advertisement for Bids, Instruction to Bidders, Construction Agreement, Specifications and the Drawings, therein referred to and has carefully examined the locations, conditions and classes of materials for the proposed work, and agrees that he/she will provide all the necessary labor, machinery, tools, equipment, apparatus and other items incidental to construction and will do all the work and furnish all the materials called for in the Contract Documents in the manner prescribed therein. Bidder hereby declares that he/she has visited the site of the Work and has carefully examined the Contract Documents pertaining to the Work covered by the above Bid, and he/she further agrees to commence work within ten (10) consecutive calendar days after date of written Notice to Proceed and to substantially complete the work on which he/she has bid within the number of days specified subject to such extensions of time allowed by Specifications. Bidder certifies that the bid prices contained in this bid have been carefully checked and are submitted as correct and final. The prices have been shown in words and figures for each item listed in this bid and it is understood that in the event of a discrepancy, the words shall govern. Please initial.

(Required: Maximum 1000 characters allowed)

2 **Addendum No. 1** **00 41 00 BID FORM [AD 2]**

5 Please initial to verify your receipt of the addendum.

(Required: Maximum 1000 characters allowed)

2 **Addendum No. 2**

6 Please initial to verify your receipt of the addendum.

(Required: Maximum 1000 characters allowed)

Bid Lines

1 **Package Header**

Base Bid Grand Total

Quantity: 1 UOM: lump sum Total: \$

Item Notes: Total Material Cost (Line 1.1) and Total Labor Cost (Line 1.2) must add up to the Base Bid Grand Total

Supplier Notes: _____

No bid
 Alternate specification
(Attach separate sheet)
 Additional notes
(Attach separate sheet)

Package Attributes

1. Grand Total- Written in Words

State the Grand Total in written words.

(Required: Maximum 4000 characters allowed)

Package Items

1.1 Total Materials Cost Incorporated in Project
(Response required)

Quantity: 1 UOM: lump sum Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

00-41-00 BID FORM [AD 2]

1.2 Total Labor Cost Incorporated in Project
(Response required)

Quantity: 1 UOM: lump sum Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

2 Alternate # 4 - Infirmary Remodel
(Response required)

Quantity: 1 UOM: lump sum Price: \$ Total: \$

Item Notes: State the cost, in its entirety, to build-out the floor as indicated on Drawing1 on A231 - LEVEL 1 - FFMO/ADMIN & CLINIC FLOOR PLANS.

Supplier Notes: _____

- No bid
- Alternate specification
(Attach separate sheet)
- Additional notes
(Attach separate sheet)

3 Alternate # 6 - Flocked Vinyl Floor Finish Upgrade [base]
(Response required)

Quantity: 1 UOM: lump sum Price: \$ Total: \$

Item Notes: State the cost, in its entirety, to add CPT3 Flocked Vinyl in the dayroom areas. Refer to finish plans A811, A812, A813 A814, A815, A816, and A817. Provide the cost for base only.

Supplier Notes: _____

- No bid
- Alternate specification
(Attach separate sheet)
- Additional notes
(Attach separate sheet)

4 Alternate # 7 - Terrazzo Floor Finish Upgrade [base]
(Response required)

Quantity: 1 UOM: lump sum Price: \$ Total: \$

Item Notes: State the cost, in its entirety, to modify the epoxy floor showers and epoxy drying areas to field applied epoxy terrazzo floor and base in showers and drying areas. Refer to finish plans A811, A812, A813 A814, A815, A816, A817, and A821. Provide the cost for base only.

Supplier Notes: _____

- No bid
- Alternate specification
(Attach separate sheet)
- Additional notes
(Attach separate sheet)

5 Alternate # 7 - Terrazzo Floor Finish Upgrade [Infirmary Remodel]
(Response required)

Quantity: 1 UOM: lump sum Price: \$ Total: \$

Item Notes: State the cost, in its entirety, to modify the epoxy floor showers and epoxy drying areas to field applied epoxy terrazzo floor and base in showers and drying areas. Refer to finish plans A811, A812, A813 A814, A815, A816, A817, and A821. Provide the cost for Infirmary Remodel only.

Supplier Notes: _____

- No bid
- Alternate specification
(Attach separate sheet)
- Additional notes
(Attach separate sheet)

6 Alternate # 8 - Temporary Chiller at Medical Mental [Art. 8 A. 1]
 (Response required)

Quantity: 1 UOM: month Price: \$ Total: \$

Item Notes: Refer to Section 01 23 00 Alternates. State the cost, in its entirety, to set up and take down a chiller, and a price to rent monthly, based on the following tonnage required for the medical addition. BASE = 310 TONS

Supplier Notes: _____

No bid
 Alternate specification (Attach separate sheet)
 Additional notes (Attach separate sheet)

7 *Line deleted as part of an Addendum*

8 *Line deleted as part of an Addendum*

9 Alternate # 9 – Relocate Power/Data Runs
 (Response required)

Quantity: 1 UOM: lump sum Price: \$ Total: \$

Item Notes: Refer to Section 01 23 00 Alternates. Should the existing power and data lines running from the vaults be determined to be higher than the finished floor elevation once the contractor excavates to, state the cost, in its entirety, for running 300 feet of four 6-inch conduits for electrical and 300 feet of four 6-inch conduits for data. Where the conduits come through the wall and transition to underground, state the cost, in its entirety, to create a 2-hour rated vault/enclosure (approximately 5 foot deep by 8 foot wide) with a 2-hour rated door for the electrical conduits, and another 2-hour rated vault/enclosure (approximately 5 foot deep by 8 foot wide) with a 2-hour rated door for the data conduits.

Supplier Notes: _____

No bid
 Alternate specification (Attach separate sheet)
 Additional notes (Attach separate sheet)

10 Unit Prices - State Price for Piers, Each Foot for Types:
 Refer to Section 01 22 00 Unit Prices
 (Response required • Line excluded from response total)

Quantity: 1 UOM: foot Unit Price: \$ Total: \$

Item Notes: **P1 - Add**
 (Information Only. This line item will not be included in total bid response.)

Supplier Notes: _____

No bid
 Additional notes (Attach separate sheet)

11 Unit Prices - State Price for Piers, Each Foot for Types:
 Refer to Section 01 22 00 Unit Prices
 (Response required • Line excluded from response total)

Quantity: 1 UOM: foot Unit Price: \$ Total: \$

Item Notes: **P1 - Reduced**
 (Information Only. This line item will not be included in total bid response.)

Supplier Notes: _____

No bid
 Additional notes (Attach separate sheet)

00-41-00 BID FORM [AD 2]

1
2 Unit Prices - State Price for Piers, Each Foot for Types:
Refer to Section 01 22 00 Unit Prices
(Response required • Line excluded from response total)

Quantity: 1 UOM: foot Unit Price: Total:

Item Notes: **P2 - Add**
(Information Only. This line item will not be included in total bid response.)

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

1
3 Unit Prices - State Price for Piers, Each Foot for Types:
Refer to Section 01 22 00 Unit Prices
(Response required • Line excluded from response total)

Quantity: 1 UOM: foot Unit Price: Total:

Item Notes: **P2 - Reduced**
(Information Only. This line item will not be included in total bid response.)

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

1
4 Unit Prices - State Price for Piers, Each Foot for Types:
Refer to Section 01 22 00 Unit Prices
(Response required • Line excluded from response total)

Quantity: 1 UOM: foot Unit Price: Total:

Item Notes: **P3 - Add**
(Information Only. This line item will not be included in total bid response.)

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

1
5 Unit Prices - State Price for Piers, Each Foot for Types:
Refer to Section 01 22 00 Unit Prices
(Response required • Line excluded from response total)

Quantity: 1 UOM: foot Unit Price: Total:

Item Notes: **P3 - Reduced**
(Information Only. This line item will not be included in total bid response.)

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

1
6 Unit Prices - State Price for Casing, Each Foot for not utilized:
Refer to Section 01 22 00 Unit Prices
(Response required • Line excluded from response total)

Quantity: 1 UOM: foot Unit Price: Total:

Item Notes: **Casing for each foot not utilized (including P1, P2 OR P3) - reduced**
(Information Only. This line item will not be included in total bid response.)

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

00 41 00 BID FORM [AD 2]

1
7

Unit price, per linear foot, for all material, labor, and equipment to remove and dispose of existing 12-inch water line including any valves, fittings or appurtenances.

Refer to Section 01 22 00 Unit Prices

(Response required • Line excluded from response total)

Quantity: 1 UOM: foot Unit Price: \$ Total: \$

Item Notes: (Information Only. This line item will not be included in total bid response.)

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

1
8

Unit price, per linear foot, for all material, labor, and equipment to remove and dispose of sprinkler heads from inmate housing cells.

(Response required • Line excluded from response total)

Quantity: 1 UOM: foot Unit Price: \$ Total: \$

Item Notes: (Information Only. This line item will not be included in total bid response.)

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

Supplier Information

00 41 00 BID FORM [AD 2]

Company Name: _____
Contact Name: _____
Address: _____

Phone: _____
Fax: _____
Email: _____

Supplier Notes

The undersigned hereby certifies the foregoing proposal submitted by the company listed below hereinafter called "offeror" is the duly authorized agent of said company and the person signing said proposal has been duly authorized to execute same. Offeror affirms that they are duly authorized to execute this contract; this company; corporation, firm, partnership or individual has not prepared this proposal in collusion with any other offeror or other person or persons engaged in the same line of business; and that the contents of this proposal as to prices, terms and conditions of said proposal 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 proposal.

Print Name

Signature

00 41 00 BID FORM [AD 2]

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.

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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*

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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

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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

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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:

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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: _____

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Attachment I not required. Complete and submit if applicable to your firm.

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: _____

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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: _____

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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: _____

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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)

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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: _____

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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)

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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: _____

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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: _____

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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. For documentation, 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: _____

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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: _____

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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.

00 41 00 BID FORM [AD 2]

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.

00 41 00 BID FORM [AD 2]

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: _____

00 41 00 BID FORM [AD 2]

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: _____

00 41 00 BID FORM [AD 2]



ARPA Grant Funding Questionnaire

General Contractors will respond to the following questions and submit this form with each pay application during the project. All contractors and subcontractors on this project will follow the Texas prevailing-wage-in-construction laws (commonly known as “baby Davis-Bacon Acts”), and pay the prevailing wages as shown in the contract. This project does not require a pre-hire collective bargaining agreement.

1. Do you intend to certify that “all laborers and mechanics employed by you in the performance of this project are paid wages at rates not less than those prevailing, as determined by the U. S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the “Davis-Bacon Act”), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state (or District of Columbia) in which the work is to be performed, or by the appropriate state entity pursuant to a corollary state prevailing-wage-in-construction law (commonly known as “baby Davis-Bacon Acts”). (Yes/No)
2. Do you intend to sign a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29U.S.C. 158(f).” (Yes/No)
3. If the answer to #2 is No, will you ensure that the project has ready access to a sufficient supply of skilled and unskilled labor, with proper licensing and experience, throughout the life of the project? (Yes/No) List any certifications or licensing you require.
4. If the answer to #2 is No, what is your plan to minimize the risk of labor disputes that would jeopardize the timeliness and cost effectiveness of the project?
5. If the answer to #2 is No, how will you provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities, including descriptions of safety training, certification (e.g. OSHA 10, OSHA 30);?
6. If the answer to #2 is No, will workers on the project receive wages and benefits that will secure an appropriately skilled workforce in the context of the local and regional labor market? (Yes/No)
7. Does the project prioritize local hires? (Yes/No)

SECTION 00 21 16 - INSTRUCTIONS TO OFFERORS

PART 1 - GENERAL REQUIREMENTS

1.1 GENERAL INFORMATION

A. Collin County ("Owner") is soliciting Competitive Sealed Proposals ("Proposals") for selection of a General Contractor firm for "CCADF Medical Mental Health Expansion" ("Project"), by order of Commissioners Court of Collin County per Government Code, Title 10, General Government, Subtitle F, State and Local Contracts and Fund Management, Chapter 2269, Contracting and Delivery Procedures for Construction Projects, Subchapter D, Competitive Sealed Proposal Method and in accordance with the terms, conditions, and requirements set forth in this Request for Competitive Sealed Proposals ("CSP").

B. This CSP provides the information necessary to prepare and submit Competitive Sealed Proposals for consideration and ranking by the Owner.

C. The award of the contract shall be made to the responsible offeror whose proposal is determined to be the "best value" for the County resulting from negotiation, taking into consideration the relative importance of price and other factors set forth in the Request For Competitive Sealed Proposals in accordance with Vernon's Texas Code Annotated, Local Government.

EVALUATION CRITERIA

ASSIGNED POINTS

1. QUALIFICATIONS AND EXPERIENCE	40
2. PLANNING AND SCHEDULING	10
3. PRICING PROPOSAL	50

D. Owner may select the Proposal that offers the "best value" for the County based on the published selection criteria and on its ranking evaluation. . The Owner may request one or more offerors to attend an interview with the Owner to confirm their Proposal and answer additional questions. The Owner will then rank offerors in order to identify a "best value". The Owner may first attempt to negotiate a contract with the selected offeror. The Owner may discuss with the selected offeror options for a scope or time modification and any price change associated with the modification. If the Owner is unable to reach a contract with the selected offeror, the Owner may formally end negotiations with that offeror and proceed to the next "best value" offeror in the order of the selection ranking until a contract is reached or all proposals are rejected.

1.2 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Specification Sections, apply to this Section.

1.3 DEFINITIONS

- A. All definitions set forth in the General Conditions of the Contract for Construction or in other Contract Documents are applicable to these Proposal Documents.
- B. Proposal Documents include the Advertisement for Competitive Sealed Proposal, Instructions to Offerors, the proposal form, other sample Proposal and contract forms, and the proposed Contract Documents including any Addenda issued prior to receipt of proposals.
- C. Addenda are written or graphic instruments issued prior to the opening of the Proposal Documents, which modify or interpret the Proposal Documents, including Drawings and Specifications, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents when the Construction Contract is executed.
- D. "Brinkley Sargent Wiginton Architects, Inc." will be hereafter referred to in the Project Manual as "Architect" and all correspondence shall be addressed to: Charles Goodman, Brinkley Sargent Wiginton Architects, Inc., 5000 Quorum, Suite 600, Dallas, TX 75254.
- E. "Bill Burke" will be hereinafter referred to in this Project Manual as "Project Manager".
- F. "Collin County" will be hereafter referred to in this Project Manual as "Owner".
- G. A Proposal is a complete and properly signed submittal to do the Work for designated portion thereof for the sums stipulated therein, submitted in accordance with the Proposal Documents.
- H. The Base Proposal is the sum stated in the Proposal for which the Offeror offers to perform the Work described in the Proposal Documents as the base, to which work may be added or from which work may be deleted for sums stated in Alternate proposals.
- I. An Alternate Proposal (or Alternate) is an amount stated in the Proposal to be added to or deducted from the amount of the Base Proposal in the corresponding change in the Work, as described in the Proposal Documents or in the proposed Contract Documents.
- J. A Unit Price is an amount stated in the Proposal as a price per unit of measurement for materials or service as described in the Proposal Documents or in the proposed Contract Documents.
- K. An Offeror/Proposer is a person or entity who submits a Proposal.
- L. A Sub-Bidder is a person or entity who submits a bid to an Offeror/Proposer for materials or labor for a portion of the work.
- M. A Contractor is a person or entity who is determined to be the best evaluated Offeror/Proposer to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.
- N. The Proposal Requirements and Other General Conditions, as provided under the Division of the North Central Texas Council of Governments Standard Specifications for Public Works Construction will be applicable to this project, unless noted otherwise in the Contract Documents

1.4 EXAMINATION OF DOCUMENTS AND SITE

- A. Each Offeror/Proposer, by making his/her Proposal, represents that he/she has read and understands the Proposal Documents.

- B. Each Offeror/Proposer, by making his/her Proposal, represents that he/she has visited the site, performed investigations and verifications as he/she deems necessary, and familiarized himself/herself with the local conditions under which the Work is to be performed and will be responsible for any and all errors in his/her proposal resulting from his/her failure to do so.
- C. The location and elevations of the various utilities and pipe work included within the scope of the work are offered as a general guide only, without guarantee as to accuracy. The Contractor shall verify and investigate to his/her own satisfaction the location and elevation of all utilities, pipe work, and the like and shall adequately inform himself/herself of their relation to the work before submitting a proposal.
- D. Before submitting a proposal each Offeror/Proposer will, at Offeror's/Proposer's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information (surface, subsurface, and underground facilities) at or contiguous to the site, or otherwise which may affect cost, progress, performance or furnishing of the work and which Offeror deems necessary to determine its proposal for performing and furnishing the work in accordance with the time, price and other terms and conditions of the Contract Documents. Offeror/Proposer will rely solely on its own site investigation and assumes the risk of any site conditions not discovered that may result in additional costs and all errors in the proposal.
- E. On request in advance, Owner will provide each Offeror/Proposer access to the site to conduct explorations and tests as each Offeror/Proposer deems necessary for submission of a proposal. Offeror shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.
- F. The lands upon which the work is to be performed, right-of way and easement for access thereto and other lands designated for use by Contractor in performing the work are identified in the Contract Documents.
- G. Each Offeror by making his/her proposal represents that his/her proposal is based upon the materials, systems, and equipment required by the Proposal Documents without exception.

1.5 PROPOSAL DOCUMENTS

- A. Complete sets of Proposal Documents shall be used in preparing proposals; neither County, nor Engineer assumes any responsibility for errors or misinterpretations resulting from use of incomplete sets of Proposal Documents.
- B. County or the Engineer, in making copies of the Proposal Documents available on the above terms, do so only for the purpose of obtaining Proposals on the Work and do not confer a license or grant for any other use.

1.6 PROPOSAL PROCEDURES

- A. All proposals shall be prepared on the forms provided by the Engineer and submitted in accordance with the Instruction to Offerors. The Engineer or owner will furnish Offerors with proposal forms which will provide for the following proposal items. Offerors shall provide all requested information. Prices proposed shall only be considered if they are provided in the appropriate space(s) on the Collin County proposal form(s). For consideration, any additions or deductions to the proposal prices offered must be shown under the exceptions section of the proposal in the case of electronic submittal, ONLY in the case of a hard copy submittal will an additional attachment be allowed. Extraneous

numbers, prices, comments, etc. or Offeror/proposer generated documents appearing elsewhere on the proposal or as an additional attachment shall be deemed to have no effect on the prices offered in the designated locations.

1. A single contract price for each proposal item as detailed and described in these specifications.
 2. Acknowledgment of Addenda.
 3. Number of consecutive calendar days to complete project.
 4. Alternate proposals.
 5. Unit prices.
- B. A proposal (electronic or hard copy) is invalid if it has not been deposited at the designed location prior to the time and date for receipt of proposals indicated in the Advertisement or Competitive Sealed Proposal, or prior to any extension thereof issued to the Offerors. Proposals received in County Purchasing Department after submission deadline shall be returned unopened and will be considered void and unacceptable. Owner is not responsible for lateness of mail, carrier, etc. and time/date stamp clock in County Purchasing Department shall be the official time of receipt.
- C. Unless otherwise provided in any supplement to these Instructions to Offerors, no Offeror shall modify, withdraw or cancel his/her proposal or any part thereof for ninety (90) consecutive calendar days after the time designated for the receipt of proposals in the Advertisement for Competitive Sealed Proposal.
- D. Proposals shall not contain any recapitulation of the Work to be done.
- E. The Offeror shall make no additional stipulations on the Proposal Form or limit or qualify his/her proposal in any other manner. Proposals so qualified will be subject to disqualification.
- F. Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.

1.7 DISCREPANCIES AND AMBIGUITIES

Any interpretations, corrections and/or changes to a Competitive Sealed Proposal and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than seven (7) days prior to the opening/receipt date. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners' Court. Addenda may be transmitted electronically via Collin County eBid.

- A. It shall be the sole responsibility of the Offeror to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. Collin County eBid at <https://collincountytx.ionwave.net/>; telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Offeror's receipt of any addenda issued. Offeror shall acknowledge receipt of all addenda.

1.8 SUBSTITUTIONS

- A. Each Offeror represents that his/her proposal is based upon the materials and equipment described in the Proposal Documents.

- B. No substitution will be considered unless written request has been submitted to the Engineer for approval at least seven (7) consecutive calendar days prior to the date for receipt of proposals.
- C. If the Engineer and Owner approve a proposed substitution, such approval will be set forth in an Addendum.

1.9 QUALIFICATIONS OF OFFERORS

- A. Offerors may be disqualified and their proposals not considered for any of the following specific reasons:
 - 1. Reason for believing collusion exists among Offerors.
 - 2. The Offeror being interested in any litigation against Owner.
 - 3. The Offeror being in arrears on any existing contract or having defaulted on a previous contract.
 - 4. Lack of competency as revealed by the financial statement, experience and equipment, questionnaires, or qualification statement.
 - 5. Uncompleted work which in the judgment of Owner will prevent or hinder the prompt completion of additional work if awarded.
- B. Minimum Standards for Responsible Prospective Offerors: A prospective Offeror must meet the following minimum requirements:
 - 1. Have adequate financial resources, or the ability to obtain such resources as required;
 - 2. be able to comply with the required or proposed delivery/ completion schedule;
 - 3. Have a satisfactory record of performance;
 - 4. Have a satisfactory record of integrity and ethics; and
 - 5. Be otherwise qualified and eligible to receive an award.

Collin County may request representation and other information sufficient to determine Offeror's ability to meet these minimum standards listed above.
- C. In determining to whom to award the contract, the Owner may consider;
 - 1. The offeror that offers the best value for the governmental entity based on the published selection criteria and on its ranking evaluation.
 - 2. Any other relevant factors specifically listed in the Instruction to Offerors.

1.10 PREPARATION OF PROPOSAL

- A. Offeror shall submit his/her proposal on the forms furnished by the County (00 41 00 Bid Form). All blank spaces in forms shall be correctly filled in and the Offeror shall state the prices, written in words and in figures. Where there is discrepancy between the price written in words and the price written in figures, the price written in words shall govern. If proposal is submitted by an individual, his/her name must be signed by him/her or his/her duly authorized agency. If the proposal is submitted by a firm, association or partnership, the name and address of each member must be given, and the proposal must be signed by an official or duly authorized agent. Powers of attorney authorizing agents or others to sign proposals must be properly certified and must be in writing and submitted with the proposal.

- B. Offeror shall bear any/all costs associated with its preparation of any bid, proposal or submittal.
- C. Public Information Act: Collin County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. All information submitted by prospective Offerors during the Proposal process is subject to release under the Act.
- D. The Offeror shall comply with Commissioners Court Order No. 2004-167-03-11, County Logo Policy.

1.11 BID SECURITY

- A. Each proposal must be accompanied by Bid Security (in accordance with instructions set forth in section 00 11 19 - Advertisement for Competitive Sealed Proposal) made payable to Owner in an amount of five percent (5%) of the Offeror's maximum proposal price and in the form of a Cashier's Check or a Bid Bond, duly executed by Offeror as principal and having as surety thereon, a corporate surety authorized and admitted to do business in the State of Texas and licensed to issue such bond, as a guarantee that the Offeror will enter into a Contract and execute required Performance, Payment, and Two (2) year Maintenance Bonds within ten (10) consecutive calendar days of Collin County Commissioners' Court award of Contract.
- B. The Bid Security of the contractor will be retained until such Offeror has executed the Contract Agreement and furnished the required Contract Security, whereupon, the Bid Security will be returned. If the contractor fails to execute and deliver the Agreement and furnish the required Contract Security within ten (10) consecutive calendar days of Collin County Commissioners' Court award of Contract, Owner may annul the award of contract and the Bid Security of that Offeror will be forfeited. The Bid Security of the other Offerors whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh (7th) consecutive calendar day after the effective date of the Agreement or the ninety-fifth (95th) consecutive calendar day after the proposal opening, whereupon, the Bid Security furnished by such Offerors will be returned. Bid Security with proposals which are not competitive will be returned within seven (7) consecutive calendar days after the contract award.
- C. Should the Offeror to whom the Contract is awarded refuse or neglect to execute and file the contract and bonds within ten (10) consecutive calendar days of Collin County Commissioners' Court award of Contract, Owner may annul award of Contract and the Bid Security filed with the proposal shall become the property of Owner, not as a penalty, but as liquidated damages. Owner reserves the right to award canceled Contract to next responsible, lowest and best Offeror as it deems to be in the best interest of the County.
- D. Owner will have the right to retain the bid security of all Offerors until either:
 - 1. The Contract has been executed and the bonds have been furnished, or
 - 2. The specified time has elapsed so that proposals may be withdrawn, or
 - 3. All proposals have been rejected.

1.12 PERFORMANCE BOND, LABOR & MATERIAL PAYMENT BOND

- A. The Contractor shall post with Owner, not later than ten (10) consecutive calendar days of Collin County Commissioners Court award of Contract, a Performance Bond in the amount of one hundred percent (100%) of the total contract price in such form as is satisfactory to Owner, in compliance with Chapter 2253 of the Texas Government Code and all other applicable Texas Law, and on the form specified in the Contract Documents. This bond

shall be executed by a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas. The Contractor shall notify its corporate surety of any Contract changes.

- B. The Contractor shall post with Owner, not later than ten (10) consecutive calendar days of Collin County Commissioners Court award of Contract, a Payment Bond in the amount of one hundred percent (100%) of the total contract price for a period of two (2) years in such form as is satisfactory to Owner, in compliance with Chapter 2253 of the Texas Government Code and all other applicable Texas Law, and on the form specified in the Contract Documents. This bond shall be executed by a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas. The Contractor shall notify its corporate surety of any Contract changes.
- C. The Contractor shall post with Owner, not later than ten (10) consecutive calendar days of Collin County Commissioners Court award of Contract, a Maintenance Bond in the amount of 10 percent (10%) of the total contract price in such form as is satisfactory to Owner, in compliance with Chapter 2253 of the Texas Government Code and all other applicable Texas Law, and on the form specified in the Contract Documents. This bond shall be executed by a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas. The Contractor shall notify its corporate surety of any Contract changes.
- D. The Contractor must demonstrate to Owner that it can secure the required performance, payment and maintenance bonds, issued by a corporate surety company authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas. Contractor must also demonstrate that the bond is not in excess of ten percent (10%) of the corporate surety company's capital and surplus. To the extent the amount of the bond exceeds ten percent (10%) of the corporate surety company's capital and surplus, such bond will not be accepted unless Offeror provides written certification that the corporate surety company has reinsured the portion of the risk that exceeds ten percent (10%) of the corporate surety company's capital and surplus with one or more insurers who are duly authorized, accredited or trusted to do business in the State of Texas. The amount reinsured by any reinsurer must not exceed ten percent (10%) of the reinsurer's capital and surplus.
- E.. The Contractor must file with the performance, payment, and maintenance bond, all documents and information necessary to establish that the agent signing the bond is authorized to write the bond in the amount requested, and if applicable, that reinsurance requirements, have been met, including limits and ratings or other evidence of company solvency.
- F. If the corporate surety company on any bond furnished by Contractor to Owner is declared bankrupt or becomes insolvent or such corporate surety company's right to do business in the State of Texas is revoked, the Contractor shall within five (5) consecutive calendar days thereafter substitute another bond and corporate surety company, both of which shall be acceptable to Owner.

1.13 FILING PROPOSAL

- A. All proposals, or submittals submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the Competitive Sealed Proposal (CSP) number and name. A hard copy paper form proposal, or submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals or proposals shall be mailed or hand delivered to the Collin County Purchasing Department.

- B. No oral, telegraphic or telephonic submittals will be accepted. Proposals, or submittals may be submitted in electronic format via Collin County eBid at <https://collincountytx.ionwave.net/>.
- C. All submittals or proposals submitted electronically via Collin County eBid at <https://collincountytx.ionwave.net/> shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the CSP.
- D. For hard copy paper form proposals, or submittals, any alterations made prior to opening date and time must be initialed by the signer of the bid, proposal, or submittal, guaranteeing authenticity. Proposals, or submittals cannot be altered or amended after submission deadline.
- E. No proposal, or submittal will be considered unless it is filed with the Owner Purchasing Department within the time limit for receiving proposals as stated in the Advertisement for Competitive Sealed Proposal or CSP. Each hard copy paper bid shall be in a sealed envelope plainly marked with the word "Proposal or CSP", and the name and proposal number of the project as designated in the Advertisement for Competitive Sealed Proposal or CSP.

1.14 MODIFICATION AND WITHDRAWAL OF PROPOSAL

- A. No proposal, or submittal may be withdrawn or modified after the bid opening except where the award of the contract has been delayed beyond ninety (90) consecutive calendar days after date of bid opening or as per Texas Local Government Code, Title 8, Chapter 262, Subchapter C., Section 262.0305. Modifications after Award.

1.15 IRREGULAR PROPOSAL

- A. It is understood that Collin County, Texas reserves the right to accept or reject any and/or all proposals or submittals for any or all products and/or services covered in an Competitive Sealed Proposal (CSP) and to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of Collin County.

1.16 REJECTION OF PROPOSAL

- A. The Offeror acknowledges the right of Owner to reject any or all proposals and to waive any informality or irregularity in any proposal received. In addition, the Offeror recognizes the right of Owner to reject a proposal if the Offeror failed to furnish any required Bid Security, or to submit the data required by the Proposal Documents, or if the proposal is in any way incomplete or irregular.

1.17 METHOD OF AWARD

- A. In evaluating proposals, Owner will consider whether or not the proposals comply with the prescribed requirements, base prices, any alternates, unit pricing, completion time, Offeror's qualifications, Offeror's proposed subcontractors, suppliers, etc., and other data as may be requested in the Proposal Documents. Evaluation of the proposals shall be based on the selection criteria outlined in proposal documents.
- B. By submitting its' proposal in response to this CSP, Offeror accepts the evaluation process and acknowledges and accepts that determination of the "best value" offer will require subjective judgments by the Owner. Owner reserves the right to consider any proposal "non-responsive" if the Base Proposal Cost is determined to be unreasonable or irresponsible in relation to other submitted proposals and/or Owner's estimate of the construction cost.

- C. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of Offeror, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the Work in accordance with the Proposal Documents to Owner's satisfaction within the prescribed time.
- D. If the contract is to be awarded, the work will be awarded as a Lump-Sum contract to the Offeror offering the "Best Value" to the Owner. If no alternates are selected by Owner, the Owner may award the contract to a responsible Offeror who submits the best evaluated proposal.
- E. Evaluation of Alternates - Any and/or all or none of the alternates may be considered in evaluation. Owner may award Contract on base proposal plus any and/or all or none of the alternates.
- F. Owner anticipates award within ninety (90) consecutive calendar days after proposal opening.
- G. The proposal, when properly accepted by the County, shall constitute a Contract equally binding between the contractor and Owner. No different or additional terms will become part of this Contract with the exception of a written Change Order, signed by both parties.
- H. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by Collin County Purchasing Agent.

1.18 EXECUTION OF CONTRACT

- A. The person or persons, partnership, company, firm, association or corporation to whom a contract is awarded shall within ten (10) consecutive calendar days after such award, sign the necessary contract agreements and submit the required bonds entering into the required Contract with Owner. No contract shall be binding on Owner until it has been executed by Owner or his/her duly authorized representative, and delivered to the Contractor.

1.19 FAILURE TO EXECUTE CONTRACT

- A. The failure of the Offeror to execute the required bonds or to sign the required Contract within ten (10) consecutive calendar days after the Contract is awarded, shall be considered by Owner as abandonment of his/her Proposal, and Owner may annul the award, at the Owner's sole discretion.

1.20 PURCHASE ORDER

- A. A purchase order(s) shall be generated by Owner to the contractor. The purchase order number **must** appear on all itemized invoices. Collin County will not be responsible for any orders placed or delivered without a valid purchase order number.

1.21 NOTICE TO PROCEED

- A. Upon the execution and delivery of Bonds, Executed Contract by Contractor, progress schedule, proof of insurance, and all other documents required prior to commencing work herein, Owner will issue a written Notice to Proceed to the Contractor requesting that he/she proceed with construction, and the Contractor shall commence work within ten (10) consecutive calendar days after the date of Notice to Proceed.

1.22 PAYMENT PROCEDURES

- A. Contractor shall submit Applications for Payment in accordance with the Contract, and payments shall be made in accordance with the Contract Documents.
- B. Final Payment: Upon final completion and acceptance of the work, Owner shall pay the remainder of the contract price as recommended by Engineer, in accordance with Texas Government Code, Title 10, Subtitle F., Chapter 2251. Contractor(s) is required to pay subcontractors within ten (10) days after the contractor has received payment from the County.
- C. The Contractor understands, acknowledges and agrees that if the Contractor subcontracts with a third party for services and/or material, the primary Contractor (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Contractor and the third party, including any payment dispute, will be promptly remedied by the Contractor. 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 Contractor by Collin County for any payments owed to the third party.
- D. Funding: Funds for payment have been provided through the Federal ARPA grant. The County shall receive a final itemized invoice for the items purchased **no later than 5:00 P.M. on Monday, November 16, 2026. No exceptions will be allowed.**
- E. Required Delivery / Completion / Response Time: **Contractor shall be required to complete all work and submit a final invoice no later than 5:00 P.M. Monday, November 16, 2026.** No exceptions will be allowed. Contractor shall state the number of calendar days to complete services for each location in the appropriate spaces on the bid form.

1.23 AFFIDAVIT OF BILLS PAID

- A. Prior to final acceptance of this project by Owner, the Contractor shall execute an affidavit that all bills for labor, materials, and incidentals incurred in the project construction have been paid in full, and that there are no claims pending.

1.24 EXEMPTION FROM STATE OF TEXAS AND LOCAL SALES TAX ON MATERIALS

- A. Owner qualifies for exemption from State and Local Sales Tax pursuant to the provisions of Chapter 151, Section 151.309 of the Texas Limited Sales, Excise and Use Tax Act. The Contractor performing this Contract may purchase all materials, supplies, equipment consumed in the performance of this Contract by issuing to his/her suppliers an exemption certificate in lieu of the tax. .

1.25 CONFLICT OF INTEREST

- A. No public official shall have interest, direct or indirect, in this contract, in accordance with Texas Local Government Code Title 5, Subtitle C, and Chapter 171.

1.26 ETHICS

- A. The Offeror/contractor 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.

1.27 PROPOSAL COMPLIANCE

- A. Proposal must comply with all federal, state, county and local laws concerning this type of project and the fulfillment of all ADA (Americans with Disabilities Act) requirements.
- B. Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.
- C. All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.

1.28 DRUG FREE

- A. All Offerors shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 41 U.S.C. 701, and Collin County Commissioners' Court Order No. 90-455-06-11, to its employees and all sub-contractors to insure that Owner maintains a drug-free work place. The use, possession or being under the influence of drugs and/or alcohol while working on this proposal project or while on County property is prohibited and may result in removal of an individual from the project and/or immediate termination of contract. The County reserves the right to review drug testing records of any personnel involved in this proposal project. The County may require, at contractor's expense, drug testing of contractor's personnel if no drug testing records exists or if such test results are older than six (6) months.
- B. Substances and cut-off levels are as follows:

<u>SUBSTANCE</u>	<u>MAXIMUM LEVEL</u>
Amphetamines	1000 NG/ML
Barbiturates	300 NG/ML
Benzodiazepines	300 NG/ML
Cocaine Metabolite	300 NG/ML
Opiates	300 NG/ML
Phencyclidine (PCP)	25 NG/ML
THC (Marijuana) Metabolite	100 NG/ML
Methadone, Urinary	300 NG/ML
Methaquaone, Urine	300 NG/ML
Propoxyphene	300 NG/ML

1.29 INDEMNIFICATION

- A. To the fullest extent permitted by law, Contractor shall defend, indemnify and save harmless Collin County and all its past, present and future 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 Contractor's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Contractor, or of any agent, employee, subcontractor or supplier of Contractor in the execution of, or performance under, any contract which may result from an award. Contractor 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.

1.30 CONSTRUCTION SCHEDULE

- A. The time for completion is set forth herein and will be included in the Contract. All work shall be completed within the consecutive calendar day count shown in the Contractor's

proposal. The calendar day count shall commence ten (10) consecutive calendar days after the date of the Notice to Proceed.

- B. Prior to the issuance of the Notice to Proceed by Owner, the Contractor shall submit a detailed progress and schedule chart to Owner for review. This chart will be used to assure completion of the job within the number of consecutive calendar days stated in proposal documents.

1.31 DELAYS AND EXTENSIONS OF TIME

- A. If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or 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 Contractor's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Engineer may determine.
- B. 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.
- C. Contractor's sole remedy for any delays in the project, which are not the fault of the Contractor, shall be an equitable extension of time to perform the work, required by the Contract. In no event shall the Contractor be entitled to make a claim for general conditions, delay, and impact or acceleration damages against the Owner.

1.32 LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE ON TIME

- A. Time is of the essence in the progress and completion of this Contract. For each calendar day that any Work shall remain uncompleted after the time specified in the proposal and the Contract, or the increased time granted by the Owner, or as equitably increased by additional work or materials ordered after the Contract is signed, the sum per day given in the following schedule, unless otherwise specified in the special provisions, shall be deducted from the monies due the Contractor:

The sum of \$375.00 per calendar day.

- B. The sum of money thus deducted for such delay, failure or noncompletion is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages, per calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the Work. The said amounts are fixed and agreed upon by and between Owner and Contractor because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner in such event would sustain; and said amounts are agreed to be the amount of damages which the Owner would sustain and which shall be retained from the monies due, or that may become due, the Contractor under this Contract; and if said monies be insufficient to cover the amount owing, then the Contractor or his surety shall pay any additional amounts due.

1.33 TERMINATION

This contract shall remain in effect until any of the following occurs:

- A. completion of project;
- B. acceptance of work ordered; or
- C. termination by either party pursuant to the terms of the Contract with a thirty (30) days written notice prior to cancellation that must state therein the reasons for such cancellation.
- D. Breach of the contract by the Contractor for failure
 - 1. to meet completion schedules, or
 - 2. otherwise perform in accordance with these specifications.

Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Contractor.

1.34 PATENTS - COPYRIGHTS

- A. The contractor agrees to protect Owner from any claims involving infringements of patents and/or copyrights. In no event shall Owner be liable to a contractor for any/all suits arising on the grounds of patent(s) or copyright(s) infringement.

1.35 VENUE; GOVERNING LAW

- A. This contract will be governed by the laws of the State of Texas. Should any portion of this 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. This contract is performable in Collin County, Texas.

1.36 ASSIGNMENT

- A. The contractor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written approval from Collin County Commissioners' Court.

1.37 SILENCE OF SPECIFICATION

- A. 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.

1.38 PROVISION CONCERNING ESCALATOR CLAUSES

- A. Proposal(s) containing any condition which provides for changes in the stated proposal prices due to increase or decrease in the costs of materials, labor, or other items required for this project, will be rejected and returned to the Offeror without being considered.

1.39 ESTIMATES OF QUANTITIES

- A. Payments will be made to the Contractor only for the actual quantities of work performed or materials furnished in accordance with the contract. The quantity of work to be done and the materials may be increased or decreased as provided for in the Contract Documents.

1.40 TREE PROTECTION OUTSIDE LIMITS OF WORK

- A. The Contractor will be required to obtain written authorization from Owner for the removal of any tree three inches (3") in diameter or greater for any area outside the limits of the street

right-of-way or slope easement. It is the intent of Owner to preserve as much as possible the natural condition of the floodplains.

1.41 EXCAVATION/TRENCH SAFETY

- A. **TRENCH SAFETY:** The CONTRACTOR shall be responsible for complying with state laws and federal regulations relating to trench safety, including those which may be enacted during the performance under this contract. The CONTRACTOR shall be responsible for selecting an appropriate method of providing trench safety after due consideration of the job conditions, location of utilities, pavement conditions and other relevant factors. Slope-back methods which may result in unnecessary displacement of utilities and/or destruction of pavement may not be used without permission from the OWNER. The CONTRACTOR shall be responsible for providing to the OWNER an acceptable trench safety plan signed and sealed by a Professional Engineer qualified to do such work and registered in Texas. Devices used to provide trench safety such as trench shields and shoring systems will be likewise certified by professional engineers registered in the State of Texas or by a professional engineer registered in the state of manufacture of the shield.
- B. **PAYMENT FOR TRENCH SAFETY:** Payment for trench safety shall be by the lineal feet of trench exceeding a depth of five (5) ft. Excavation for slope-back methods shall be subsidiary to the trench safety pay item including replacement and recompaction. Excess excavation for other trench safety methods is also subsidiary to the trench safety pay item. Costs relating to the preparation of the trench safety plan including geotechnical investigation, testing and report preparation fees are all subsidiary to the pay item for trench safety. Should trench safety measures be required during contract performance where no pay item has been provided, then the CONTRACTOR shall immediately notify the OWNER and, if directed to do so, provide trench safety under the provisions of the contract. Should the OWNER fail to authorize the work, then the CONTRACTOR shall proceed under the provisions of the Contract. Trench safety requirements are mandatory and may not be waived.
- C. **PAYMENT FOR SPECIAL SHORING:** Payment for special shoring, if any, shall be based on the square feet of shoring used.
- D. The Contractor must be made aware that on construction projects in which trench excavation will exceed a depth of five feet (5'), the uniform set of general conditions must require that the proposal documents and the contract include detailed plans and specifications for adequate safety systems that meet Occupational Safety and Health Administration standards that will be in effect during the period of construction of the project. The Contractor shall provide a separate pay item for trench excavation safety in accordance with the Texas Health & Safety Code Chapter 756. The Contractor shall verify that these plans and specifications include a pay item for these same trench excavation safety systems, in accordance with Texas Government Code, Title 10, Section 2166.303, and Uniform Trench Safety Conditions. The contractor shall insure that drainage from adjacent properties is not blocked by his/her excavations. Measurement and payment for excavation/trench safety systems will not be made directly, but considered subsidiary to the work.
- E. The Contractor shall be responsible for obtaining and paying for all surveys and testing, including geotechnical surveys and testing, necessary to insure it can comply with all laws regarding adequate trench excavation safety.

1.42 CONSTRUCTION STAKING

- A. Engineer will provide the Contractor with primary horizontal and vertical control to consist of one construction baseline and two benchmarks.
- B. The Contractor shall take all necessary precautions to preserve any and/or all markings and staking. Payment for costs of restaking shall be the responsibility of the Contractor.

1.43 PERMITS

- A. Owner shall be responsible for initial building permit and applicable impact fees. Contractor shall be responsible for obtaining and payment of, all other necessary permits.

1.44 MATERIALS TESTING

- A. Owner will be responsible for all materials testing.

1.45 STORM WATER PROTECTION

- A. The Contractor shall perform, track, participate, implement, and comply with storm water pollution prevention minimum control measures, protocols, and best management practices (BMP) and ensure that water quality standards are not violated in accordance with all regulations and policies as they apply to the Texas Pollutant Discharge Elimination System general permits. Applicable permits include: 1) Texas Construction General Permit (TXR150000).

Contractors will obtain permit coverage for construction activities disturbing over one acre of land (total acreage is cumulative across all portions of the project). BMPs include, but are not limited to:

- Preparing and implementing a site-specific Storm Water Pollution Prevention Plan (SWPPP) as outlined in the permit and prior to any soil disturbance.
- Installing and managing erosion and sediment control.
- Make available, upon request, permit associated documentation.
- Practicing spill prevention and good housekeeping.
- Meeting the requirements of the MS4 permit.

1.46 WAGE SCALE

"General Decision Number: TX20230239 04/14/2023

Superseded General Decision Number: TX20220239

State: Texas

Construction Type: Building

County: Collin County in Texas.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate

required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<p>. Executive Order 14026 generally applies to the contract.</p> <p>. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</p>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<p>. Executive Order 13658 generally applies to the contract.</p> <p>. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</p>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023

ASBE0021-011 08/01/2017

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation).....	\$ 25.87	7.23

BOIL0074-003 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 29.47	24.10

* CARP1421-002 02/01/2023

	Rates	Fringes
MILLWRIGHT.....	\$ 30.12	41.45

ELEV0021-006 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 47.60	37.335+a+b

FOOTNOTES:

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

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

ENGI0178-005 06/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane.....	\$ 32.85	13.10
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above.....	\$ 28.75	10.60
(3) Hydraulic cranes 59		

Tons and under.....\$ 32.35 13.10

IRON0263-005 06/01/2022

	Rates	Fringes
IRONWORKER (ORNAMENTAL AND STRUCTURAL)	\$ 27.14	7.68

* PLUM0100-005 11/01/2022

	Rates	Fringes
HVAC MECHANIC (HVAC Unit Installation Only).....	\$ 35.73	13.07
PIPEFITTER (Excludes HVAC Pipe Installation).....	\$ 35.73	13.07

* SUTX2014-015 07/21/2014

	Rates	Fringes
BRICKLAYER.....	\$ 21.06	0.00
CARPENTER, Excludes Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 15.78 **	0.00
CAULKER.....	\$ 15.16 **	0.00
CEMENT MASON/CONCRETE FINISHER....	\$ 13.04 **	0.00
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 13.00 **	0.00
ELECTRICIAN (Alarm Installation Only).....	\$ 20.93	3.86
ELECTRICIAN (Communication Technician Only).....	\$ 15.35 **	1.39
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 17.04	1.39
ELECTRICIAN, Excludes Low Voltage Wiring and Installation of Alarms/Sound and Communication Systems.....	\$ 20.01	2.69

FORM WORKER.....	\$ 11.89 **	0.00
GLAZIER.....	\$ 16.46	3.94
HIGHWAY/PARKING LOT STRIPING:		
Operator (Striping Machine).....	\$ 10.04 **	2.31
INSTALLER - SIDING		
(METAL/ALUMINUM/VINYL).....	\$ 14.74 **	0.00
INSTALLER - SIGN.....	\$ 15.50 **	0.00
INSULATOR - BATT.....	\$ 13.00 **	0.00
IRONWORKER, REINFORCING.....	\$ 12.29 **	0.00
LABORER: Common or General.....	\$ 10.52 **	0.00
LABORER: Mason Tender - Brick....	\$ 10.54 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.93 **	0.00
LABORER: Pipelayer.....	\$ 13.00 **	0.35
LABORER: Plaster Tender.....	\$ 12.22 **	0.00
LABORER: Roof Tearoff.....	\$ 11.28 **	0.00
LABORER: Landscape and Irrigation.....	\$ 10.55 **	0.00
LATHER.....	\$ 16.00 **	0.00
OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 12.83 **	0.00
OPERATOR: Bobcat/Skid		
Steer/Skid Loader.....	\$ 13.93 **	0.00
OPERATOR: Bulldozer.....	\$ 18.29	1.31
OPERATOR: Drill.....	\$ 15.69 **	0.50
OPERATOR: Forklift.....	\$ 13.21 **	0.81
OPERATOR: Grader/Blade.....	\$ 13.03 **	0.00
OPERATOR: Loader.....	\$ 13.46 **	0.85

OPERATOR: Mechanic.....	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 18.44	0.00
OPERATOR: Roller.....	\$ 15.04 **	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping.....	\$ 13.35 **	5.10
PAINTER: Drywall Finishing/Taping Only.....	\$ 14.24 **	3.83
PIPEFITTER (HVAC Pipe Installation Only).....	\$ 20.45	4.00
PLASTERER.....	\$ 16.58	0.00
PLUMBER, Excludes HVAC Pipe Installation.....	\$ 22.46	4.06
ROOFER.....	\$ 17.19	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 21.13	4.79
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 24.88	5.97
SPRINKLER FITTER (Fire Sprinklers).....	\$ 37.50	0.00
TILE FINISHER.....	\$ 11.22 **	0.00
TILE SETTER.....	\$ 14.25 **	0.00
TRUCK DRIVER: 1/Single Axle Truck.....	\$ 16.00 **	0.81
TRUCK DRIVER: Dump Truck.....	\$ 12.39 **	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00 **	4.11

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

- B. Except for work on legal holidays, the "General Prevailing Rate of Per Diem Wage" for the various crafts or type of workers or mechanics is the product of (a) the number of hours worked per day, except for overtime hours, times (b) the above respective rate per hour.
- C. For legal holidays, the "General Prevailing Rate of Per Diem Wage" for the various crafts or type of workers or mechanics is the product of (a) one and one-half times the above respective rate per hour, times (b) the number of hours worked on the legal holiday.
- D. For overtime work, the "General Prevailing Rate of Per Diem Wage" for the various crafts or type of workers or mechanics is the product of (a) one and one-half times the above respective rate per hour, times (b) the number of hours worked on overtime.
- E. Under the provisions of Texas Government Code, Title 10, Section 2258, Prevailing Wage Rates, the contractor or subcontractor of the contractor shall forfeit as a penalty to the entity on whose behalf the contract is made or awarded, sixty dollars (\$60.00) for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the contract.
- F. If the construction project involves the expenditure of Federal funds in excess of \$2,000, the minimum wages to be paid various classes of laborers and mechanics will be based upon the wages that will be determined by the Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on the project of a character similar to the contract work.

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

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

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

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

1.51 If applicable, Contractor 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.

1.52 CRIMINAL HISTORY BACKGROUND CHECK

If required, ALL individuals may be subject to a criminal history background check performed by the Collin County's Sheriff's Office prior to access being granted to Collin County property or facilities. Upon request, Contractor shall provide list of individuals to Collin County Purchasing Department within five (5) working days.

1.53 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.

1.54 CERTIFICATION OF ELIGIBILITY

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

1.55 Contractors doing business with OWNER agree to comply with Federal Executive Order 13465 E-Verify. It is OWNER's intention and duty to comply and support the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification and non-discrimination. According to the INA, contractors/employers may hire only persons who may legally work in the United States. Subsequently, contractors and subcontractors doing business with OWNER must confirm their enrollment in the E-Verify system which verifies employment eligibility through completion and checking of I-9 forms. OWNER reserves the right to audit contractors process to verify enrollment compliance.

1.56 INSURANCE REQUIREMENTS

A. CONTRACTOR'S INSURANCE

1. Before commencing work, the CONTRACTOR shall be required, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) required by Texas Law, and the coverages required herein, indicating the coverage is to remain in force throughout the term of this Contract. CONTRACTOR shall also be required to furnish the Collin County Purchasing Agent with certified copies of subcontractor's insurance certificates required by the Texas Department of Insurance, Division of Workers' Compensation, section 406.096(b), and coverages required herein in section 4.2. Without limiting any of the other obligations or liabilities of the CONTRACTOR, during the term of the

Contract the CONTRACTOR and each subcontractor, at their own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly approved to do business in the State of Texas and satisfactory to the OWNER. Certificates of each policy for the CONTRACTOR and each subcontractor shall be delivered to the OWNER before any work is started, along with a written statement from the issuing company stating that said policy shall not be canceled, nonrenewed or materially changed without 30 days advance written notice being given to the OWNER.

2. In addition to any coverage required by Texas Law, the CONTRACTOR shall provide the following coverages at not less than the specified amounts:

B. Workers Compensation insurance required by Texas Law at statutory limits, including employer's liability coverage at \$1,000,000. In addition to these, the CONTRACTOR and each subcontractor must comply with all the requirements of the Texas Department of Insurance, Division of Workers' Compensation, section 406.096(b); (Note: If you have questions concerning these requirements, you are instructed to contact the DWC.)

1. By signing this contract or providing or causing to be provided a certificate of coverage, the CONTRACTOR is representing to the OWNER that all employees of the CONTRACTOR and its subcontractors who will provide services on the Project will be covered by workers compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the CONTRACTOR to administrative penalties, criminal penalties, civil penalties, or other civil actions.

2. The CONTRACTOR'S failure to comply with any of these provisions is a breach of Contract by the Contractor which entitles the OWNER to declare the Contract void if the CONTRACTOR does not remedy the breach within ten (10) days after receipt of notice of breach from the OWNER.

C. Broad form commercial general liability insurance, including independent contractor's liability, completed operations and contractual liability, written on an occurrence form, covering, but not limited to, the liability assumed under the indemnification provisions of this contract, fully insuring CONTRACTOR'S and its subcontractors liability for injury to or death of OWNER'S employees and third parties, extended to include personal injury liability coverage with damage to property, with minimum limits as set forth below:

Per Project Aggregate \$4,000,000

Products — Components/Operations Aggregate \$4,000,000

Personal and Advertising Injury \$ 1,000,000

Each Occurrence \$ 2,000,000

Contractor's Pollution Liability \$1,000,000/\$3,000,000 (Occurrence Form)

1. The policy shall include coverage extended to apply to completed operations, asbestos hazards (if this project involves work with asbestos) and XCU (explosion, collapse and underground) hazards. The completed operations coverage must be maintained for a minimum of one year after final completion and acceptance of the work, with evidence of same filed with OWNER.

D. Comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence; or separate limits of \$1,000,000 for bodily injury (per person), \$1,000,000 for bodily injury (per accident) and \$1,000,000 for property damage. Such insurance shall include coverage for loading and unloading hazards.

E. OWNER'S PROTECTIVE LIABILITY INSURANCE

CONTRACTOR shall obtain, pay for and maintain at all times during the prosecution of the work under this contract an OWNER'S protective liability insurance policy naming the OWNER as insured for property damage and bodily injury, which may arise in the prosecution of the Work or CONTRACTOR'S operations under this Contract. Coverage shall be on an "occurrence" basis, and the policy shall be issued by the same insurance company that carries the CONTRACTOR'S liability insurance with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence and \$1,000,000 aggregate.

F. "UMBRELLA" LIABILITY INSURANCE

CONTRACTOR shall obtain, pay for and maintain umbrella liability insurance during the contract term, insuring CONTRACTOR for an amount of not less than \$5,000,000 per occurrence combined limit for bodily injury and property damage that follows from and applies in excess of the primary liability coverages required hereinabove. The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted. OWNER shall be named as an additional insured.

G. RAILROAD PROTECTIVE INSURANCE

When required in the Special Provisions, CONTRACTOR shall obtain, maintain and present evidence of railroad protective insurance (RPI). The policy shall be in the name of the railroad company having jurisdiction over the right-of-way involved. The minimum limit of coverage shall meet the specifications provided by the railroad company. The OWNER shall specify the amount of RPI necessary.

H. POLICY ENDORSEMENTS AND SPECIAL CONDITIONS

1. Each insurance policy to be furnished by CONTRACTOR shall include the following conditions by endorsement to the policy:

(a) each policy shall name the OWNER as an additional insured as to all applicable coverage;

(b) each policy shall require that 30 days prior to the cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to OWNER by certified mail;

(c) the term "OWNER" shall include all past, present or future, authorities, boards, bureaus, commissions, divisions, departments and offices of the OWNER and individual members, elected official, officers, employees and agents thereof in their official capacities and/or while acting on behalf of the OWNER;

(d) the policy phrase "other insurance" shall not apply to the OWNER where the OWNER is an additional insured on the policy;

(e) all provisions of the contract concerning liability, duty and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies;

(f) each policy shall contain a waiver of subrogation in favor of OWNER, and its, past, present and future, officials, employees, and volunteers; and, (g) each certificate of insurance shall reference the Project and Contract number, contain all the endorsement required herein, and require a notice to the OWNER of cancellation.

2. Insurance furnished by the CONTRACTOR shall be in accordance with the following requirements:

(a) any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by the CONTRACTOR. The OWNER'S decision thereon shall be final;

(b) all policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas with a financial ratings of A+ VII or better as assigned by BEST Rating Company or equivalent; and

(c) All liability policies required herein shall be written with an "occurrence" basis coverage trigger.

3. CONTRACTOR agrees to the following:

(a) CONTRACTOR hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against the OWNER, it being the intention that the insurance policies shall protect all parties to the Contract and be primary coverage for all losses covered by the policies;

(b) Companies issuing the insurance policies and CONTRACTOR shall have no recourse against the OWNER for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the CONTRACTOR;

(c) Approval, disapproval or failure to act by the OWNER regarding any insurance supplied by the CONTRACTOR (or any subcontractors) shall not relieve the CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the Contract Documents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate the CONTRACTOR from liability; and

(d) No special payments shall be made for any insurance that the CONTRACTOR and subcontractors are required to carry; all are included in the Contract Price and the Contract unit prices. Any of such insurance policies required under this section

may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

- 1.57 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.
- 1.58 Force Majeure: Neither party shall be held responsible for any delay or failure in performance (other than payment obligations) to the extent that such delay or failure is caused, without limitation, including, acts of God or the public enemy, fires, floods, earthquakes, hurricanes, failure of transportation, explosion, war, epidemics, quarantine restrictions, strikes, freight embargoes, government regulation, civil or military authority, acts or omissions of carriers or other similar causes beyond its control.
- 1.59 PROJECT PLANNING SCHEDULE: The following anticipated dates are for planning purposes only (if there is a conflict between the dates below and the Proposal Form, the duration shown on the Proposal Form shall govern). The contractual dates required by the Owner of the "best value" offeror will be identified in the executed agreement.
- | | |
|---|-------------------|
| • Owner conducts Pre-Proposal Meeting (1 st Opportunity) | November 1, 2023 |
| • Owner conducts Pre-Proposal Meeting | November 2, 2023 |
| • Deadline for Questions | November 16, 2023 |
| • Addenda posted to the Collin County eBid | As Needed |
| • Owner receives Request For Competitive Sealed Proposals | December 7, 2023 |
| • Owner determines Contractor offering "Best Value" | February 7, 2024 |
| • Selected Contractor delivers executed Agreement to Owner | February 21, 2024 |
| • Owner issues Notice to Proceed with Construction | February 28, 2024 |
| • Contractor achieves Final Completion | March 19, 2026 |

PART 2 - REQUIREMENTS FOR COMPETITIVE SEALED PROPOSALS

A. Offerors shall carefully read the information contained in the following criteria and submit a complete statement of Proposal to all questions in Part 2 formatted as directed in Part 3. Incomplete Proposals will be considered non-responsive and subject to rejection. Failure to properly investigate existing conditions shall not be considered a reason for additional costs for work on this project.

B. Section 00 52 13 is a draft copy of the Construction Agreement for Owner. Identify any terms of the Agreement you will request to be modified prior to signing the Owner's Competitive Sealed Proposal Agreement.

C. Submit a recent financial statement to confirm that the proposer has suitable financial status to meet obligations incidental to performing the work. Audited financial statements are not

mandatory. Unaudited financial statements will be accepted. If proposers's firm does, however, have audited statements, please include a copy with your proposal.

2.1 CRITERIA ONE: QUALIFICATIONS AND EXPERIENCE OF CONSTRUCTION TEAM (POINTS VALUE 40)

2.1.1 TEAM EXPERIENCE

- A. Provide resumes of the Offeror's team that will be directly involved in the Project, including their experience with similar projects, the number of years with the firm, the total number of years of experience in this type of construction and their city(s) of residence. Include as applicable; Project Managers, Superintendents, Assistant Project Managers and Superintendents, Expeditors, Project Scheduler, Quality Control Inspectors, Safety Coordinator/Assistant, and other key positions.
- B. For the each team member identified above, provide their current assignment, and when each team member will be available to provide Construction Services for this Project.

2.1.2 OFFEROR'S PAST PERFORMANCE ON REPRESENTATIVE PROJECTS

- A. Identify and describe last five projects that were valued at over \$50 million and which were the most similar to this project.
 - 1. Project name, location, contract delivery method, and description
Color images (photographic or machine reproductions)
 - 2. Initial & Final construction cost
 - 3. The Owner's representative who served as the day-to-day liaison during construction, including telephone number

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 CSP process.

2.1.3 OFFEROR'S QUALITY CONTROL PROGRAM FOR THIS PROJECT

- A. Describe your quality control program. Explain the methods used to ensure quality control during the Construction phase of a project. Provide specific examples of how these techniques or procedures were used.

2.1.4 OFFEROR'S PROJECT SAFETY PROGRAM FOR THIS PROJECT

- A. Describe your job site safety program for this Project and specific safety policies in which employees must be in compliance.

1. Identify any deaths that have occurred on a project site controlled by your firm, or any subcontractor(s) (at any contractual level), that had a death on your project site? If so, describe how you have revised your program.
 2. Identify the proposed safety management team members for Construction services.
- B. Describe the methodology, including any technology or other assets that the firm intends to use for prevention and/or control of incidents and insurance claims on this Project.
- C. Briefly describe the firm's approach for anticipating, recognizing and controlling safety risks and note the safety resources that the firm provides for each project's Safety program.

2.2 CRITERIA TWO: OFFEROR'S APPROACH / PROJECT PLANNING AND SCHEDULING FOR THIS PROJECT (POINTS VALUE 10)

- A. Provide a Critical Path Management (CPM) Milestone schedule for this Project and identify specific critical phases, milestones and approvals anticipated.
- B. Describe what you perceive are the critical Construction issues for this project.
- C. Describe your approach to assuring timely completion of this project, including methods for schedule recovery, if necessary. Provide examples of how these techniques were used in previous projects, including specific scheduling challenges/requirements and actual solutions.
- D. Describe how your firm might incorporate or encourage the use of strong labor standards which may include agreements that offer wages at or above the prevailing rate and include local hire provisions.
- E. Describe your firm's approach to training your workforce to meet high safety and training standards (e.g., professional certification, licensure, and/or robust in-house training), that hire local workers and/or workers from historically underserved communities, and who directly employ their workforce or have policies and practices in place to ensure contractors and subcontractors meet high labor standards.
- F. List any recent (within 1 year) violations of federal and state labor and employment laws.

2.3 CRITERIA THREE: OFFEROR'S PRICING PROPOSAL (POINTS VALUE 50)

- A. Complete and submit "section 00 41 00 Bid Form" included with the Proposal Documents.

PART 3 - FORMAT OF PROPOSALS

3.1 GENERAL INSTRUCTIONS

- A. Proposals shall be prepared SIMPLY AND ECONOMICALLY, providing a straightforward, CONCISE description of the offeror's ability to meet the requirements of this CSP. Emphasis shall be on the QUALITY, completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner's needs.
- B. Proposals shall be a MAXIMUM OF TWENTY-FIVE (25) PRINTED PAGES. The cover, table of contents, divider sheets, CSP forms, financial statements and CPM schedules do not count as printed pages.
- C. Offerors shall carefully read the information contained in this CSP and submit a complete response to all requirements and questions as directed. Incomplete Proposals will be considered non-responsive and subject to rejection.
- D. Proposals and any other information included in response to this CSP shall become the property of the Owner.
- E. Proposals that are qualified with conditional clauses, alterations, items not called for in the CSP documents, or irregularities of any kind are subject to rejection by the Owner, at its option.
- F. The Owner makes no representations of any kind that an award will be made as a result of this CSP. The Owner reserves the right to accept or reject any or all Proposals, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this CSP when deemed to be in Owner's best interest.
- G. Proposals shall consist of answers to questions identified in Part 2 of the CSP. Separate each section of the Qualifications by use of a divider sheet with an integral tab for ready reference. Identify the tabs in accordance with the parts under Part 2, which is to be consistent with the Table of Contents. TAB IDENTIFICATION BY NUMBERS ONLY IS NOT ACCEPTABLE.
- H. Failure to comply with all requirements contained in this Request for Proposals may result in the rejection of the Proposals.

3.2 PROPOSAL DOCUMENTS: To achieve a uniform review process and to obtain a maximum degree of comparability, the proposal shall, at a minimum, include the following:

1. Cover
2. Cover Letter
3. Table of Contents
4. Criteria One: Qualifications and Experience
5. Criteria Two: Offeror's Approach / Project Planning and Scheduling
6. Criteria Three: Offeror's Pricing (see section 00 41 00 Bid Form)
7. Financial Statements

- A. Proposals may be submitted online via <http://collincountytx.ionwave.net>. Electronic submissions are preferred. **Proposals submitted via email, CD-ROM, or Flash Drive will not be accepted.**

- B. If submitting manually, proposal shall be submitted in a sealed envelope or box with CSP name, number, and name of firm printed on the outside of the envelope or box. Manual submittals shall be sent/delivered to the following address and shall be received prior to the date/time for opening:
- Collin County Purchasing
2300 Bloomdale, Suite 3160
McKinney, TX 75071
- C. Paper copies shall be printed on letter size (8 ½ x 11) paper and assembled using spiral type bindings, staples, or binder clips. Do not use metal-ring hard cover binders.
- D. No proposal, or submittal will be considered unless it is filed with the Owner Purchasing Department within the time limit for receiving proposals as stated in the Advertisement for Competitive Sealed Proposal or CSP. Each hard copy paper proposal shall be in a sealed envelope plainly marked with the word “Proposal or CSP”, and the name and proposal number of the project as designated in the Advertisement for Competitive Sealed Proposal or CSP. It shall be the responsibility of the contractor to insure that their proposal reaches Collin County Purchasing prior to the date/time for the opening no matter which submission method is used.
- E. Additional attachments shall NOT be included with the Proposals. Only the responses provided by the Offeror to the questions identified in Part 2 of this CSP will be used by the Owner for evaluation.
- F. Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.).