



# COLLIN COUNTY

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

COLLIN COUNTY, TEXAS

ADDENDUM NO. FIVE (5)

CSP NO. 2023-398

COMPETITIVE SEALED PROPOSAL

FOR

CONSTRUCTION: CCADF INFIRMARY EXPANSION

DATE: December 4, 2023

NOTICE TO ALL PROSPECTIVE OFFERORS:

PLEASE MAKE THE FOLLOWING CHANGES TO THE COMPETITIVE SEALED PROPOSAL:

REVISE § 00 41 00 BID FORM:

EXTEND CLOSING DATE & TIME: FROM: 12/07/2023 at 2:00 PM (CT)  
TO: 12/14/2023 at 2:00 PM (CT)

ADD ATTRIBUTE NO. 29: ADDENDUM NO. 5 ACKNOWLEDGEMENT

ADD DOCUMENTS:

ARCHITECT'S ADDENDUM C – 12.01.23 [AD 5]\*

*[\*available in Bonfire after submitting a completed Confidentiality Agreement]*

SUBSTITUTION REQUEST; AEROVENT POWER VENTILATORS [APPROVED]

SUBSTITUTION REQUEST; ANEMOSTAT LOUVERS & DAMPERS [APPROVED]

SUBSTITUTION REQUEST; ANEMOSTAT DIFFUSERS REGISTERS GRILLS [APPROVED]

SUBSTITUTION REQUEST; MAFNA MULTI-ZONE AHU [REJECTED]

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 5**

### **CCADF Medical Mental Health Expansion**

Issue Date: 10/10/2023

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

Response Deadline: 12/14/2023 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](mailto:halley@co.collin.tx.us)

**Event Information**

Number: 2023-398 Addendum 5  
 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: 12/14/2023 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 5]**

Instructions to Access Confidential Information

[View Online](#)

**Confidentiality Agreement--2.docx**

Confidentiality Agreement

[View Online](#)

**01\_2022-188\_Addendum\_No.\_1.doc**

Addendum No. 1

[View Online](#)

**00 41 00 BID FORM COM AD1.pdf**

00 41 00 Bid Form [AD 1]

[View Online](#)

**01\_2023-398\_Addendum\_No.\_2.doc**

Addendum No. 2

[View Online](#)

**00 41 00 BID FORM AD2.pdf**

00 41 00 Bid Form [AD 2]

[View Online](#)

**00 21 16 Instruction to Offerors CSP\_AD2.doc**

00 21 16 Instructions to Offerors [AD 2]

[View Online](#)

**01\_2023-398\_Addendum\_No.\_3.doc**

Addendum No. 3

[View Online](#)

**00 41 00 Bid Form AD3 Combined.pdf**

00 41 00 Bid Form [AD 3]

[View Online](#)

**00 43 25 Product Substitution Request Form.docx**

00 43 25 Product Substitution Request Form [AD 3]

[View Online](#)

**01\_2023-398\_Addendum\_No.\_4.doc**

Addendum No. 4

[View Online](#)

**00 41 00 BID FORM AD4 COMBO.pdf**

00 41 00 BID FORM [AD 4]

[View Online](#)

**SKM\_450i23110814100.pdf**

Pre-proposal Conference Attendance Record [AD 4]

[View Online](#)

**Spectra Glaze Sub Request 11.13.23\_BSW.pdf**

SUBSTITUTION REQUEST; "SPECTRA-GLAZE II" [APPROVED]

[View Online](#)

**00 43 25 Product Substitution Request Form Reject.pdf**

SUBSTITUTION REQUEST; "ATLAS INDUSTRIAL HORIZONTAL LOUVERS" [REJECTED]

[View Online](#)

## Requested Attachments

---

**Conflict of Interest Questionnaire**

**W-9**

*(Attachment required)*

**Bid Bond**

**00 41 00 BID FORM [AD 5]**

*(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**

|          |   |
|----------|---|
| <b>1</b> | <p><b>eBid Notice</b></p> <p>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.</p> <hr/> <hr/> <hr/> <p><i>(Required: Maximum 1000 characters allowed)</i></p> |
| <b>2</b> | <p><b>Contact Information</b></p> <p>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.</p> <hr/> <hr/> <hr/> <hr/> <hr/> <p><i>(Required: Maximum 4000 characters allowed)</i></p>   |
| <b>3</b> | <p><b>Attribute deleted as part of an Addendum</b></p>  |
| <b>4</b> | <p><b>Exceptions (for RFP/RFQ)</b></p> <p>Do you take exception to the specifications? If so, by separate attachment, please state your exceptions.</p> <p><input type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p><i>(Required: Check only one)</i></p>  |

**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**

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)*

**10 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)*

**11 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** **Preferential Treatment**

**2**

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** **Debarment Certification**

**3**

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

---



---

*(Required: Maximum 1000 characters allowed)*

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

**4**

I declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America. I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable by Collin County. Please initial.

---



---

*(Required: Maximum 1000 characters allowed)*

**1** **Disclosure of Certain Relationships**

**5**

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

---



---

*(Required: Maximum 1000 characters allowed)*



1  
6**Anti-Collusion Statement**

Bidder certifies that its Bid/Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid/Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in Agreement cancellation, return of materials or discontinuation of services and the possible removal from bidders list. Please initial.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (Required: Maximum 1000 characters allowed)

1  
7**Disclosure of Interested Parties**

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

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (Required: Maximum 1000 characters allowed)

1  
8**Notification Survey**

In order to better serve our offerors, the Collin County Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Should you have any questions or require more information please call (972) 548-4165. How did you receive notice of this request?

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

(Required: Check only one)

1  
9**Proposer Acknowledgement**

Proposer acknowledges, understands the specifications, any and all addenda, and agrees to the proposal terms and conditions and can provide the minimum requirements stated herein. Offeror acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Proposal submittal resulting from Proposer's failure to do so. Proposer acknowledges the prices submitted in this Proposal have been carefully reviewed and are submitted as correct and final. If Proposal is accepted, vendor further certifies and agrees to furnish any and all products/services upon which prices are extended at the price submitted, and upon conditions in the specifications of the Request for Proposal. Please initial.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (Required: Maximum 1000 characters allowed)

2  
0

**Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgment of Attachments**

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.

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.

---

---

---

*(Required: Maximum 1000 characters allowed)*

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  
5

**Addendum No. 1**

Please initial to verify your receipt of the addendum.

---

---

---

*(Required: Maximum 1000 characters allowed)*

2  
6

**Addendum No. 2**

Please initial to verify your receipt of the addendum.

---

---

---

*(Required: Maximum 1000 characters allowed)*

2  
7

**Addendum No. 3**

Please initial to verify your receipt of the addendum.

---

---

---

*(Required: Maximum 1000 characters allowed)*

2  
8

**Addendum No. 4**

Please initial to verify your receipt of the addendum.

---

---

---

*(Required: Maximum 1000 characters allowed)*

|   |  |                                 |
|---|--|---------------------------------|
| <b>2</b>                                    | <b>Addendum No. 5</b>                                  | <b>00 41 00 BID FORM [AD 5]</b> |
| <b>9</b>                                    | Please initial to verify your receipt of the addendum. |                                 |
|   |  |                                 |
|   |  |                                 |
|   |  |                                 |
| (Required: Maximum 1000 characters allowed) |  |                                 |

**Bid Lines**

|  |                       |  |
|--|-----------------------|--|
| <b>1</b>   | <b>Package Header</b> |  |
| Base Bid Grand Total   |                       |  |
| Quantity: <u>  1  </u> UOM: <u>  lump sum  </u>  |                       | Total: \$ <input style="width: 150px;" type="text"/>   |
| Item Notes: Total Material Cost (Line 1.1) and Total Labor Cost (Line 1.2) must add up to the Base Bid Grand Total |                       | <input type="checkbox"/> No bid<br><input type="checkbox"/> Alternate specification<br><i>(Attach separate sheet)</i><br><input type="checkbox"/> Additional notes<br><i>(Attach separate sheet)</i> |
| Supplier Notes: _____<br>_____   |                       |  |
| <b>Package Attributes</b>  |                       |  |
| <b>1. Grand Total- Written in Words</b>  |                       |  |
| State the Grand Total in written words.  |                       |  |
|  |                       |  |
|  |                       |  |
|  |                       |  |
|  |                       |  |
|  |                       |  |
| (Required: Maximum 4000 characters allowed)  |                       |  |
| <b>2. Calendar Days Bid [BASE BID]</b>   |                       |  |
| Please state the consecutive calendar days bid from notice to proceed through completion of project.               |                       |  |
|  |                       |  |
| (Required: Numbers only)   |                       |  |
| <b>Package Items</b>   |                       |  |
| <b>1.1 Total Materials Cost Incorporated in Project</b>  |                       |  |
| (Response required)  |                       |  |
| Quantity: <u>  1  </u> UOM: <u>  lump sum  </u>  |                       | Price: \$ <input style="width: 100px;" type="text"/> Total: \$ <input style="width: 100px;" type="text"/>  |
| Supplier Notes: _____<br>_____   |                       | <input type="checkbox"/> No bid<br><input type="checkbox"/> Additional notes<br><i>(Attach separate sheet)</i>   |
|  |                       |  |

**00-41-00 BID FORM [AD 5]**

**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)*

**Item Attributes**

**1. Calendar Days Bid [ALT. 4]**

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

*(Required: Numbers only)*

**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)*

**Item Attributes**

**1. Calendar Days Bid [ALT. 6, BASE]**

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

*(Required: Numbers only)*

**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)*

**Item Attributes**

**1. Calendar Days Bid [ALT. 7, BASE]**

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

(Required: Numbers only)

**5 Alternate # 7 - Terrazzo Floor Finish Upgrade [Infirmiry 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 Infirmiry Remodel only.

Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

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

**Item Attributes**

**1. Calendar Days Bid [ALT. 7, INFIRMARY REMODEL]**

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

(Required: Numbers only)

**6 Alternate # 8 - Temporary Chiller at Medical Mental [Alt. 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)

**Item Attributes**

**1. Calendar Days Bid [ALT. 8, A 1]**

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

(Required: Numbers only)

**7 Line deleted as part of an Addendum**

**8 Line deleted as part of an Addendum**

**00 41 00 BID FORM [AD 5]**

**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)*

**Item Attributes**

**1. Calendar Days Bid [ALT. 9]**

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

*(Required: Numbers only)*

**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)*

**12** 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)*

**00-41-00 BID FORM [AD 5]**

**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)*

**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)*



00-41-00 BID FORM [AD 5]

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 5]

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*

## 1. Federal Funding Requirements

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

- A. Davis-Bacon Act. If applicable, Offeror / Bidder agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
- B. Contract Work Hours and Selection Standards. Offeror / Bidder agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.
- C. Rights to Invention Made Under Contract or Agreement. Offeror / Bidder agrees to comply with all applicable provisions of 37 CFR Part 401.
- D. Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act. Offeror / Bidder agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
- E. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- F. Procurement of Recovered Materials. Per 2 CFR §200.323, the awarded contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- G. Restrictions on Lobbying. Offeror / Bidder is prohibited from using monies for lobbying purposes; Offeror / Bidder shall comply with the special provision “Restrictions on Lobbying” found in the attachments to this solicitation.
- H. Drug-Free Workplace. Offeror / Bidder shall provide a drug free workplace in compliance with the Drug Free Workplace Act of 1988.
- I. Civil Rights Compliance.
  - 1. Compliance with Regulations: Offeror / Bidder will comply with the Acts and the Regulations relative to Nondiscrimination in Federally assisted programs.

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

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

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

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

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

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

Affirmative steps must include:

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

N. Domestic Preferences for Procurements. Per 2 CFR 200.322, as appropriate and to the extent consistent with law, the County, to the greatest extent practicable under a Federally funded award, provides a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirement of this section includes all sub awards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

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

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

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

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

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

P. Records Retention Requirements.  
Per 2 CFR 200.333:

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

Q. Health & Safety Standards:

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

R. Energy Compliance & Conservation Act:

When COLLIN COUNTY expends federal funds for any contract resulting from this procurement process, Offeror / Bidder certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

S. Buy America Provisions:

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

T. Access to Records:  
Per 2 CFR 200.336:

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

U. Federal Fair Labor Standards Act:

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

V. Occupational Safety & Health Act of 1970:

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

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

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

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

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

Y. No Obligation by Federal Government:

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

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

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

AA. Entity List:

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

## **Acknowledgment**

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

Name of Company: \_\_\_\_\_

Printed Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_



*Attachment I 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: \_\_\_\_\_

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

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

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

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

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

**Acknowledgment**

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

Name of Company: \_\_\_\_\_

Printed Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT III:  
CERTIFICATION REGARDING LOBBYING**

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

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

**Acknowledgment**

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

Name of Company: \_\_\_\_\_

Printed Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

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

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE**

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

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

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

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

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

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

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

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

(Acknowledgement Follows)

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

**Acknowledgment**

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

Name of Company: \_\_\_\_\_

Printed Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

(Acknowledgement Follows)

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

**Acknowledgment**

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

Name of Company: \_\_\_\_\_

Printed Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

**Acknowledgment**

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

Name of Company: \_\_\_\_\_

Printed Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_





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

Historically Underutilized Businesses (HUBs), minority or women-owned or disadvantaged businesses enterprises (M/W/DBE) are encouraged to participate in the solicitation process. 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: \_\_\_\_\_

**ATTACHMENT IX:  
FINANCIAL RESPONSIBILITY PROVISIONS**

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

1. Offeror / Bidder's Financial Responsibility Provisions

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

**Acknowledgment of Insurance Requirements**

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

Name of Company: \_\_\_\_\_

Printed Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

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

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

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

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

*Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.*

*(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.*

*(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.*

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

*(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*

*(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.*

*(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.*

*(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.*

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

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

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

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

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

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

**Acknowledgment**

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

Name of Company: \_\_\_\_\_

Printed Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

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

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

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

**Acknowledgment**

Name of Company: \_\_\_\_\_

Printed Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_



### 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 43 25 - PRODUCT SUBSTITUTION REQUEST FORM**

(Must be submitted a minimum of 14 days before the bid date)

Bidder: HVAC Rep Enterprises through Sedalco

Project No: IFB 2023-188

Project: IFB 2023-188, Construction: CCADEF Infirmiry Expansion

Section: 23 34 23 HVAC Power Ventilators

Article/ Paragraph: 2.1 G.

Proposed Substitution: Add Aerovent as a named equal manufacturer

Manufacturer: Aerovent

Address: 5959 Trenton Lane N, Minneapolis, MN 55442

Telephone: 763-551-7500

Proposed Model No.: See attached Schedule & Cut Sheets

Attached data includes product description, specifications, drawings, photographs, and performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified.

Attached data also includes a description of changes to the Contract Documents that the proposed substitution will require for its installation.

The undersigned warrants and represents:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by substitution.

Submitted By: Ty Sefton - President

Signed: 

Firm: HVAC Rep Enterprises

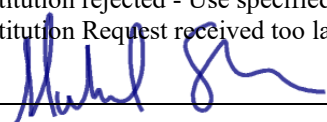
Address: PO Box 1027

Phone: 972-661-9090

Prosper, TX 75078

**REVIEW & ACTION (Initial)**

- Substitution approved - Make submittals in accordance with Project Manual requirements.
- Substitution approved as noted - Make submittals in accordance with Project Manual requirements.
- Substitution rejected - Use specified materials.
- Substitution Request received too late - Use specified materials.

Signature: 

Date: November 30, 2023

Supporting Data Attached:  Drawings  Product Data  Samples  Tests  Reports  Other

**SECTION 00 43 25 - PRODUCT SUBSTITUTION REQUEST FORM**

(Must be submitted a minimum of 14 days before the bid date)

Bidder: HVAC Rep Enterprises through Sedalco

Project No: IFB 2023-188

Project: IFB 2023-188, Construction: CCAFDF Infirmiry Expansion

Section: 23 37 13 Louvers  
23 31 13 Fire and Smoke Dampers

Article/ Paragraph: 2.2 F.  
2.5 G.

Proposed Substitution: Add Anemostat as a named equal manufacturer (Mestek brand equal to Arrow)

Manufacturer: Anemostat (Mestek brand) Address: 1220 E Watson Center Rd, Carson, CA 90745

Telephone: 310-835-7500 Proposed Model No.: See attached Schedule & Cut Sheets

Attached data includes product description, specifications, drawings, photographs, and performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified.

Attached data also includes a description of changes to the Contract Documents that the proposed substitution will require for its installation.

The undersigned warrants and represents:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by substitution.

Submitted By: Ty Sefton - President

Signed: 

Firm: HVAC Rep Enterprises

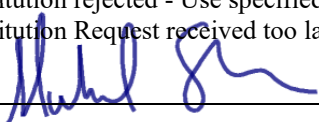
Address: PO Box 1027

Phone: 972-661-9090

Prosper, TX 75078

REVIEW & ACTION (Initial)

- Substitution approved - Make submittals in accordance with Project Manual requirements.
- Substitution approved as noted - Make submittals in accordance with Project Manual requirements.
- Substitution rejected - Use specified materials.
- Substitution Request received too late - Use specified materials.

Signature: 

Date: November 30, 2023

Supporting Data Attached:  Drawings  Product Data  Samples  Tests  Reports  Other

**SECTION 00 43 25 - PRODUCT SUBSTITUTION REQUEST FORM**

(Must be submitted a minimum of 14 days before the bid date)

Bidder: HVAC Rep Enterprises through Sedalco

Project No: IFB 2023-188

Project: IFB 2023-188, Construction: CCAFDF Infirmiry Expansion

Section: 23 37 13  
Diffusers, Registers and Grilles

Article/ Paragraph: 2.1 D. Acceptable Manufacturers

Proposed Substitution: Add Anemostat (a division of Mestek) as a named manufacturer

Manufacturer: Anemostat Address: 1229 Watson Center Road, Carson, CA 90745

Telephone: 310-835-7500 Proposed Model No.: See attached Schedule & Submittals

Attached data includes product description, specifications, drawings, photographs, and performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified.

Attached data also includes a description of changes to the Contract Documents that the proposed substitution will require for its installation.

The undersigned warrants and represents:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by substitution.

Submitted By: Ty Sefton - President

Signed: 

Firm: HVAC Rep Enterprises

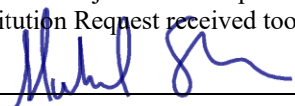
Address: PO Box 1027

Phone: 972-661-9090

Prosper, TX 75078

REVIEW & ACTION (Initial)

- Substitution approved - Make submittals in accordance with Project Manual requirements.
- Substitution approved as noted - Make submittals in accordance with Project Manual requirements.
- Substitution rejected - Use specified materials.
- Substitution Request received too late - Use specified materials.

Signature: 

Date: 11/30/2023

Supporting Data Attached:  Drawings  Product Data  Samples  Tests  Reports  Other

**SECTION 00 43 25 - PRODUCT SUBSTITUTION REQUEST FORM**

(Must be submitted a minimum of 14 days before the bid date)

Bidder: HVAC Rep Enterprises through Sedalco

Project No: IFB 2023-188

Project: IFB 2023-188, Construction: CCADE Infirmiry Expansion

Section: 23 73 23 Multi-Zone Air Handling Units

Article/ Paragraph: 2.1 A.

Proposed Substitution: Add MAFNA as a substitute equal manufacturer

Manufacturer: MAFNA

Address: 475 Sheldon Dr, Cambridge ON, N1T 2B7, Canada

Telephone: 519-624-4622

Proposed Model No.: Custom

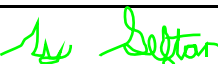
Attached data includes product description, specifications, drawings, photographs, and performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified.

Attached data also includes a description of changes to the Contract Documents that the proposed substitution will require for its installation.

The undersigned warrants and represents:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by substitution.

Submitted By: Ty Sefton - President

Signed: 

Firm: HVAC Rep Enterprises

Address: PO Box 1027

Phone: 972-661-9090

Prosper, TX 75078

**REVIEW & ACTION (Initial)**

Substitution approved - Make submittals in accordance with Project Manual requirements.

Substitution approved as noted - Make submittals in accordance with Project Manual requirements.

Substitution rejected - Use specified materials.

Substitution Request received too late - Use specified materials.

Signature: 

Date: November 30, 2023

Supporting Data Attached:  Drawings  Product Data  Samples  Tests  Reports  Other