



# Collin County Purchasing

**2024-225**

## **Security Gate Repair Services**

Issue Date: 3/19/2024

Questions Deadline: 4/2/2024 05:00 PM (CT)

Response Deadline: 4/11/2024 02:00 PM (CT)

Collin County Purchasing

### **Contact Information**

Contact: Susan Hayes, Buyer II

Address: Purchasing

Admin. Building

Ste.3160

2300 Bloomdale Rd.

Ste. 3160

McKinney, TX 75071

Email: shayes@co.collin.tx.us

## Event Information

Number: 2024-225  
Title: Security Gate Repair Services  
Type: Invitation for Bid  
Issue Date: 3/19/2024  
Question Deadline: 4/2/2024 05:00 PM (CT)  
Response Deadline: 4/11/2024 02:00 PM (CT)  
Notes: Please log in to view bid documents.

## Ship To Information

Address: See Purchase Order  
McKinney, TX 75071

## Billing Information

Contact: Accounts Payable  
Address: Auditor  
Jack Hatchell Admin. Bldg  
Ste. 3100  
2300 Bloomdale Rd  
Ste. 3100  
McKinney, TX 75071  
Phone: 1 (972) 548-4733  
Email: [accountspayable@co.collin.tx.us](mailto:accountspayable@co.collin.tx.us)

## Bid Attachments

### LEGAL NOTICE - 2024-225.pdf

Legal Notice

[Download](#)

### General\_Instructions\_Bid\_07.18.2022.docx

1.0 General Instructions IFB

[View Online](#)

### Terms\_of\_Contract\_Bid\_-\_2.10.21.docx

Terms of Contract - Bid

[View Online](#)

### Insurance updated 1-26-2015.doc

Minimum Insurance Requirements

[View Online](#)

### 4.0\_Special\_Conditions\_and\_Specifications.docx

Special Conditions and Specifications

[View Online](#)

### Attachment A - 2024\_2025 Payroll Holiday Schedules.pdf

Attachment A - Holiday Schedule

[View Online](#)

### Attachment B - Security Gate Listing 2024.pdf

Attachment B - Security Gate & Locations Listing

[View Online](#)

### Attachment C - IFB 2024-225 Security Gate Repairs.xlsx

Attachment C - 2024-255 Security Gate Repair Services

[View Online](#)

### Payment\_Bond.pdf

Payment Bond

[View Online](#)

### Performance\_Bond.pdf

Performance Bond

[View Online](#)

**CIQ Questionnaire Info.pdf**

[View Online](#)

Information Regarding Conflict of Interest Questionnaire

**CIQ\_113015.pdf**

[View Online](#)

Conflict of Interest Questionnaire

**W-9 rev 2018.pdf**

[View Online](#)

W-9 Form

**Requested Attachments**

**W-9**

*(Attachment required)*

**Conflict of Interest Questionnaire**

**Attachment C - Bidders Response**

*(Attachment required)*

Please ensure the total extended price is listed on the Line Item tab.

**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>Delivery</b></p> <p>Delivery will be F.O.B. inside delivery at Collin County designated locations and all transportation charges are to be paid by the supplier to destination. Please state delivery in calendar days from date of order.</p> <hr/> <hr/> <hr/> <p><i>(Required: Maximum 1000 characters allowed)</i></p>

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

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

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

**5 Insurance Acknowledgement**

I understand that the insurance requirements of this solicitation are required and are included in the submitted pricing. A certificate of insurance shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract. Please initial.

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\_\_\_\_\_  
\_\_\_\_\_  
*(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 Subcontractors**

State the business name of all subcontractors and the type of work they will be performing under this contract. If you are fully qualified to self-perform the entire contract, please respond with "Not Applicable-Self Perform".

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*(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.

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*(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.

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*(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.

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*(Required: Maximum 4000 characters allowed)*

**1**  
**1** **Cooperative Contracts**

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

Yes  No

*(Required: Check only one)*

**1**  
**2** **Preferential Treatment**

The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located or a state in which the nonresident is a resident manufacturer.(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.

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*(Required: Maximum 4000 characters allowed)*

**1**  
**3** **Debarment Certification**

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

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*(Required: Maximum 1000 characters allowed)*

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

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

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*(Required: Maximum 1000 characters allowed)*

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**Disclosure of Certain Relationships**

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

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*(Required: Maximum 1000 characters allowed)*

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**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.

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*(Required: Maximum 1000 characters allowed)*

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**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.

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

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**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** **Bidder Acknowledgement**

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

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

**2**  
**0** **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.

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

**2**  
**1** **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**  
**2** **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.

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

**Bid Lines**



**1** Complete and submit Attachment C; stating pricing and percentage mark-up.

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

Additional notes  
(Attach separate sheet)

**Supplier Information**

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

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Supplier Notes**

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

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Signature*

## **1.0 GENERAL INSTRUCTIONS**

### 1.0.1 Definitions

1.0.1.1 Bidder: refers to submitter.

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

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

1.0.1.4 IFB: refers to Invitation For Bid.

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

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

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

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

1.5 A bid may not be withdrawn or canceled by the bidder prior to the ninety-first (91<sup>st</sup>) day following public opening of Submittals and only prior to award.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.19.3 have a satisfactory record of performance;

1.19.4 have a satisfactory record of integrity and ethics;

1.19.5 be otherwise qualified and eligible to receive an award.

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

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

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

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

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

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

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

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

## 2.0 TERMS OF CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.18.1 Collin County Purchase Order Number;

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

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

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

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

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

- 2.22 The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.
- 2.23 The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Collin County, Texas.
- 2.24 The Vendor/Contractor/Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.
- 2.25 The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.
- 2.26 Vendor/Contractor/Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Vendor/Contractor/Provider for purposes of solicitation. As exception, Vendor/Contractor/Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.
- 2.27 The Vendor/Contractor/Provider understands, acknowledges and agrees that if the Vendor/Contractor/Provider subcontracts with a third party for services and/or material, the primary Vendor/Contractor/Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Vendor/Contractor/Provider and the third party, including any payment dispute, will be promptly remedied by the primary vendor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Vendor/Contractor/Provider by Collin County for any payments owed to the third party.
- 2.28 Vendor/Contractor/Provider shall provide Collin County with diagnostic access tools at no additional cost to Collin County, for all Electrical and Mechanical systems, components, etc., procured through this contract.
- 2.29 Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by Collin County prior to access being granted to Collin County facilities. Upon request, Vendor/Contractor/Provider shall provide list of individuals to the Collin County Purchasing Department within five (5) working days.
- 2.30 Non-Disclosure Agreement: Where applicable, vendor shall be required to sign a non-disclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by vendor, except as provided in the contract/agreement, may cause serious harm or damage to Collin County. Therefore, Vendor agrees that Vendor will not use the information furnished for any purpose other than that stated in contract/agreement, and agrees that Vendor will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible transaction. This agreement shall be binding upon Collin County and Vendor, and upon the directors, officers, employees and agents of each.
- 2.31 Vendors/Contractors/Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must be legally eligible to work in the United States of America.
- 2.32 Certification of Eligibility: This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or proposal in response to this solicitation, the Bidder certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the Bidder will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.



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

2.34 Delays and Extensions of Time when applicable:

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

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

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

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

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

2.38 Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

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

**3.0 INSURANCE REQUIREMENTS**

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

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

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

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

Employers' Liability

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

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

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

3.1.4 **Professional/Errors & Omissions Liability** insurance with a two (2) year extended reporting period. If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

- Each Occurrence/Aggregate: \$1,000,000

3.1.5 **Umbrella/Excess Liability** insurance.

- Each Occurrence/Aggregate: \$1,000,000

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

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

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

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

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

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

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

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

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

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

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

## **4.0 SPECIAL CONDITIONS AND SPECIFICATIONS**

4.1 Authorization: By order of the Commissioners Court of Collin County, Texas, sealed bids will be received for IFB 2024-225 Security Gate Repair Services for the repair and installation requirements of the motorized security gates at Collin County facilities on an as-needed basis.

4.2 Term: Provide for a term contract commencing on the date of the award and continuing for one (1) year with the option to renew for three (3) additional one (1) year periods.

4.2.1 Transitional Period: Upon normal completion of this contract, not to include termination for default, and in the event that no new contract has been awarded by the original expiration date of the existing contract including any extension thereof, it shall be incumbent upon the Vendor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the original expiration date of the existing contract and any extension thereof.

4.3 Funding: Funds for payment for Collin County expenditures have been provided through the Collin County budget approved by the Commissioners Court for this fiscal year only. All other participating entities expenditures have been provided through their entity's governing body for this fiscal year only. State of Texas statutes prohibit any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that arise past the end of the current fiscal year shall be subject to budget approval.

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

4.5 Price Redetermination: The bidder shall submit a bid that will be fixed for one (1) year. A price redetermination may be considered by Collin County only at the anniversary date of the contract. All requests for price redetermination shall be in written form, shall be submitted a minimum of ninety (90) days prior to anniversary date, and shall include documents supporting price redetermination such as manufacturer's direct cost, postage rates, Railroad Commission rates, federal/state minimum wage law, federal/state unemployment taxes, FICA, insurance coverage rates, etc. The contractor's past experience of honoring contracts at the proposed price will be an important consideration in the evaluation. Collin County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

4.6 Approximate Value: The approximate annual value of this contract is \$125,000. Approximate does not constitute an order, but only implies the probable quantity the County will use. Services will be ordered on an as-needed basis.

4.7 Certificate of Insurance: The Contractor shall post with Owner, not later than ten (10) consecutive calendar days of Collin County Commissioners Court award of Contract, a Certificate of Insurance in accordance with Section 3.0.

4.8 Evaluation and Award: Award of the contract shall be made to the responsive bidder(s) who submits the lowest and best bid meeting specifications. Collin County further reserves the right to secondary, and possible tertiary, awarded Contractor for this contract.

The bidder's past experience of honoring contracts at the bid price, service level once notified of an issue, and their past history with Collin County, will be an important consideration in the evaluation of the lowest and best bid.

Bidders may be asked to submit references and evidence of possession of such equipment and tools as may be needed to perform all work in an expeditious, safe and satisfactory manner. Bidders failing to provide the information necessary for the evaluation of the bid, including licenses and certifications, may be considered non-responsive.

4.8.1 In the best interest of the County, Collin County further reserves the right on an as-needed basis to obtain a Contractor outside of the original contract for repairs and installation in order to meet and comply with County requirements should the awarded Contractor be unable to respond or fulfill services as needed.

4.9 Subcontractors: Bidder shall state names of all subcontractors and the type of work they will be performing on Attribute 7. If a bidder fails to specify a subcontractor, then he shall be deemed to have agreed that he is fully qualified to perform the contract himself, and that he will fully perform the contract himself.

No bidder whose bid is accepted shall (a) substitute any subcontractor, or (b) permit a subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid without approval in writing from the Collin County Purchasing Department.

The successful bidder further agrees that Collin County and its agents, servants and employees shall not be liable for any loss or damage resulting from personal injury, physical loss, harassment of or discrimination against employee or other violations of the provisions of this contract occasioned by the acts or omissions of the successful bidder's sub-contractors, their agents or employees. The indemnification provisions of this contract shall apply to all sub-contractors.

4.10 Delivery/Repair/Installation Response Time: Response time for repairs and installation shall be no longer than one (1) business day. For service calls designated as "Emergency or Rush" contractor shall arrive at the Collin County work site within the same business day.

It is essential that the awarded Contractor respond immediately upon receiving a telephone call, email, or text from the County when requesting services. Contractor shall respond to telephone calls, emails, or texts within two (2) hours of notification. All telephone calls, emails, and texts should be reviewed and responded to by end of business day to ensure arrangements have been scheduled for next day needs.

4.10.1 Collin County business hours are 7:00 AM to 4:00 PM, Monday through Friday. Only services performed outside of Collin County's normal business hours shall be considered "After Business Hours".

4.10.2 Weekends/Holidays: Only services performed during Collin County recognized holidays and on Saturday and Sunday will be approved for payment at the rate awarded in this contract for Hourly Labor Rate: Weekends and Holidays. Refer to Attachment A-Collin County Approved Holiday Schedule.

4.10.3 If the primary awarded Contractor is not able to respond within two (2) hours after notification, the County has the option to notify a secondary awarded Contractor or tertiary Contractor to complete service.

4.11 Service Calls: Only one (1) technician will be paid for the hour(s) requested or worked at any given time. If additional/extra technician is required to assist, or relieve of duty, the awarded Contractor must first notify the County for approval and each technician will be paid only for the those hours individually worked.

4.12 Qualifications:

4.12.1 Contractor shall have the ability to provide trained and experienced technicians knowledgeable and capable of diagnosing and repairing problems with mechanical and hydraulic security gates and controllers of various brands and models.

4.12.2 Contractor shall have sufficient personnel and equipment required to perform services in a timely and professional manner.

4.12.3 Provide on-call technicians who shall be available to respond twenty-four (24) hours a day, seven (7) days a week, and 365-Days per year (including holidays) to expedited, emergency, or urgent repair services.

4.12.4 Provide welder with minimum of five (5) years continuous experience and provide certifications and proof upon request.

4.12.5 Contractor shall have the ability to perform all work safely and efficiently and in accordance with the industry's highest standards and the original manufacturer's recommendations.

4.13 Specifications:

4.13.1 The controller brand for each gate is listed in Attachment B. Contractor shall be trained and experienced with each type of gate listed.

4.13.2 Bidder shall state in their bid, hourly labor rates. Parts, material, supplies, and equipment rental shall be priced on a cost plus and/or list price less discount basis. Mark-up shall not be applied to freight charges.

4.13.3 Pricing shall be quoted in Category 1 and Category 2 on, 2024-225 Security Gate Repair Services. All repairs and installations will be ordered as needed and shall be billed on a time and materials basis at the rates awarded in this contract.

4.13.3.1 Category 1: Bidder shall state an hourly rate per technician for regular business hours, after regular business hours, and weekends and holidays services. Bidder shall state percentage mark-up for parts, materials, and supplies. Bidders shall also complete all fields on Attachment C. Bidder shall apply the cost for hourly rate on Lines 1-3, and percentage mark-up on Line 4. The bid will be evaluated by the total of all items listed in Category 1 on Attachment C. Any blank or "No Bid" entry on Attachment C may render bid non-responsive. Bidder's failure to provide the information necessary for the evaluation of the bid may result in rejection of the bid.

4.13.3.2 Category 2: Bidder shall state an hourly rate per welder for regular business hours, after regular business hours, and weekends and holidays services. Bidder shall state percentage mark-up for equipment rental. Bidders shall also complete all fields on Attachment C. Bidder shall apply the cost for hourly rate on Lines 5-7, and percent mark-up on Line 8. Category 2 is included in the bid and are meant to serve as informational purposes only. Any blank or "No Bid" entry on Attachment C may render bid non-responsive. Bidder's failure to provide the information necessary for the evaluation of the bid may result in rejection of the bid.

4.13.4 Upon arrival for service calls, contractor shall report in person to the Central Plant Control Room at 4600 Community Ave., McKinney, TX.

4.13.5 The County reserves the right to supply all or part of the equipment or materials on any repair/installation project.

4.13.6 Time shall begin once the technician(s) arrives at the work site. There shall be no labor charges for travel to and from the work site.

4.13.7 There shall be no minimum charge on labor or equipment.

4.13.8 Upon completion of each service call, Contractor shall restore the work site to its former condition and remove any surplus and waste materials from the site.

4.13.9 Additional repairs required due to faulty equipment provided and installed by the Contractor, improper maintenance procedures, and/or Contractor's negligence or error shall be the responsibility of the Contractor.

4.13.10 Any and all work completed by the Contractor shall be reviewed and deemed acceptable by a member of Collin County Facilities Maintenance Department prior to payment. Work found non-compliant shall be remedied by the Contractor at their own expense.



4.14 Warranties: If within one year after final acceptance of the work by Collin County, any of the work or material is found to be defective or not in accordance with the specifications of the contract, the contractor shall correct it promptly after receipt of a written notice from the County to do so. This obligation shall survive termination or completion of the contract. The County shall give such notice promptly after discovery of the condition.

The Contractor shall remove from the site all portions of the work which are defective or nonconforming and which have not been corrected unless removal is waived in writing by the County.

If any materials or equipment utilized in this contract are covered by a standard manufacturer's warranty greater than requirements specified herein, Bidder shall extend that coverage to Collin County.

4.15 Bonds: The Contractor shall post with Owner, not later than ten (10) consecutive calendar days of the issuance of a purchase order, a Payment Bond if Purchase Order is over \$25,000 and a Performance Bond if Purchase Order is over \$100,000, in the amount of one hundred percent (100%) of the total Purchase Order in such form as is satisfactory to Owner, in compliance with Chapter 2253 of the Texas Government Code and all other applicable Texas Law. These bonds shall be executed by a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas.

4.16 Purchase Orders shall be issued on an "as needed basis" for service request and/or parts. When services are required, Contractor shall provide a written quote for a not to exceed amount. Contractor's written quote shall state the number of labor hours at the awarded contract rate and the actual cost of parts plus the awarded percentage mark-up. If additional work, not covered by the Purchase Order, is required to complete the job, Contractor shall provide a written quote for the additional amount. Authorization to continue with the additional work will be in the form of a revised purchase order in the amount of the quote provided.

4.17 Invoice and Payment:

4.17.1 Original invoices shall be sent to Collin County Auditor, 2300 Bloomdale Rd., Suite 3100, McKinney, Texas 75071 or by email to [accountspayable@co.collin.tx.us](mailto:accountspayable@co.collin.tx.us). Copies of all invoices shall also be sent to Facilities Maintenance, 4600 Community Ave., McKinney, Texas 75071. Invoices shall be fully documented as to labor, materials, and equipment used on each job and must reference the Collin County Purchase Order Number in order to be processed. Invoices shall specify the address of the building, location, or property where the service has been performed.

4.17.2 Payment to the Contractor will be reimbursed at actual cost, plus the awarded percentage mark-up, provided that Contractor's invoice relative to such purchase is attached to the Contractor's billing.

4.17.3 The County will make payment upon successful completion of repairs and/or installations approval by a member of Collin County Facilities Maintenance Department

4.18 Delivery/Installation Locations: Location for repairs and installations will be indicated on the Collin County Purchase Order. Refer to Attachment B for a listing of Collin County Facilities motorized security gate locations. The County reserves the right to add or delete locations as the need arises.

# ATTACHMENT A

## 2024 and 2025 Approved Holiday Schedules

### 2024

New Year's Day	January 1, 2024	Monday
Martin Luther King, Jr. Day	January 15, 2024	Monday
Good Friday	March 29, 2024	Friday
Memorial Day	May 27, 2024	Monday
Independence Day	July 4, 2024	Thursday
Labor Day	September 2, 2024	Monday
Thanksgiving Day	November 28, 2024	Thursday
Day after Thanksgiving	November 29, 2024	Friday
Christmas Eve	December 24, 2024	Tuesday
Christmas Day	December 25, 2024	Wednesday

### 2025

New Year's Day	January 1, 2025	Wednesday
Martin Luther King, Jr. Day	January 20, 2025	Monday
Good Friday	April 18, 2025	Friday
Memorial Day	May 26, 2025	Monday
Independence Day	July 4, 2025	Friday
Labor Day	September 1, 2025	Monday
Thanksgiving Day	November 27, 2025	Thursday
Day after Thanksgiving	November 28, 2025	Friday
Christmas Day	December 25, 2025	Thursday
Christmas Eve (Observed)	December 26, 2025	Friday
New Year's Day	January 1, 2026	Thursday

Facility Name & Gate Location	Gate Type											Controller Brand/Model or Part No.	Serial No.	Additional Information		
	Slide	Barrier Arm	Bi-Folding	Swing Arm	Track	Loops	Chain	Bump Stop	Safety Sensor	Friction Wheel	Wheels				Access Control	
<b>Animal Services</b> 4750 Community Ave., McKinney, TX 75071																
1 North Sallyport				x		2				1			Y	Chamberlain Liftmaster/Mod. CSW24UL	3922N3557	Date: 2022
2 South Sallyport				x		2								Chamberlain Liftmaster/Mod. MSW-DC-BB8	25-06N-9691	Date: 6/20/2006
3 North Yard Gate	x				1	2	1	1					Y Y	Door King Mod. 9210-381	155	Chain Driven 2022
4 South Yard Gate	x				1	2	1	1	1				Y Y	Door King Mod. 9210-381	156	Chain Driven
<b>Courthouse</b> 2100 Bloomdale Rd., McKinney, TX 75071																
1 South Sheriff Entrance		x				1							Y	Delta Scientific Corp/Mod. AG812	94325 35046	Wood Arm
2 South Sheriff Exit		x				1							Y	Delta Scientific Corp/Mod. AG812	94321 356046	Wood Arm
3 Sheriff Fire Gate Entrance		x				1							Y	DKS 1601-380	2025	Wood Arm 2022
4 Sheriff Fire Gate Exit		x				1							Y	DKS 1601-380	2027	Wood Arm 2022
5 Sallyport	x				1							x	Y	HySecurity/Mod. 222-SS-ST	014200-0636-158	Date 2011
6 Northwest Employee Entrance		x				1							Y	Delta Scientific Corp/Mod. BB10MS	7664B-HPU	Aluminum Arm. Date 2011
7 Northwest Employee Exit		x				1							Y	Delta Scientific Corp/Mod. BB10MS	7664A-HPU	Aluminum Arm. Date 2011
8 Northeast Employee Entrance		x				1				1			Y	HySecurity StrongArm M50	6EB458-1732-105	Aluminum Arm
9 Northeast Employee Exit		x				1				1			Y	HySecurity StrongArm M50	6EB458-1732-106	Aluminum Arm
10 East Employee Entrance		x				1				1			Y	HySecurity Strong Arm M50	6EB458-1732-104	Aluminum Arm
11 East Employee Exit		x				1				1			Y	HySecurity Strong Arm M50	6EB458-1732-107	Aluminum Arm
12 Judges Entrance		x				1							Y	Delta Scientific Corp/Mod. AG812-35046	94320	Wood Arm
13 Judges Exit		x				1							Y	Delta Scientific Corp/Mod. AG812-35046	94323	Wood Arm
16 Service Dock	x				1	2	1			1			Y Y	Door King/Mod. 9235-380	12	Solid Metal Gate 2022
<b>Justice Center</b> 4300 Community Ave., McKinney, TX 75071																
1 North Sally Port			x										Y Y	Electric Door Operator/Job #G-649	216149C-1130898-10	Bi-folding Hydraulic. Door # G-649-1
2 South Sally Port			x										Y Y	Electric Door Operator/Job #G-649	216149C-1130898-10	Bi-folding Hydraulic. Door # G-649-2
3 Underground Parking West		x				1							Y	Door King/Part # 1601-080	7695	Wood Arm
4 Underground Parking East		x				1							Y	Door King/Part # 1601-080	F-45344	Wood Arm
<b>Juvenile Detention</b> 4700 Community Ave., McKinney, TX 75071																
1 Southeast	x				1	1						x	Y	HySecurity/Mod. 222CF	SCF-00.00-10004	Hydraulic Drive Wheels.
2 Northeast	x				1	1	1					x	Y	Door King/Mod. 9210-D80	63	Chain Driven. Date 7/11/2002
3 Northwest	x				1	1	1					x	Y	Door King/Mod. 9210-D80	64	Chain Driven. Date 7/11/2002
<b>Minimum Security</b> 4800 Community Ave., McKinney, TX 75071																
1 West	x				1	2	1						Y	Chamberlain Liftmaster/Mod. SL580-75-11-53	041202N026	Chain Driven. Date 4/12/2002
<b>Myers Park</b> 7117 County Rd. 166, McKinney, TX 75071																
1 Show Barn				x									Y	US Automatic/Mod. Patriot Control Board	49706	Double swing arms/Thomson Mule Arm
2 Main Entrance				x									Y	US Automatic/Mod. Patriot Control Board	49528	Double swing arms/Thomson Mule Arm
<b>Public Works</b> 700 A Wilmeth Rd., McKinney, TX 75069																
1 West	x				1	2	1			1			Y Y	Door King/Mod. 9210-D381	155	Chain Driven 2023
2 East	x				1	2	1			1			Y Y	Door King/Mod. 9210-D381	156	Chain Driven 2023

**ATTACHMENT C**

<b>ATTACHMENT C - 2024-225 SECURITY GATE REPAIR SERVICES</b>						
	<b>ITEM DESCRIPTION</b>	<b>UoM</b>	<b>EST ANNUAL USAGE</b>	<b>PRICE PER UNIT</b>	<b>Percent Mark Up</b>	<b>EXT PRICE</b>
<b>Line #</b>	<b>Category 1:</b>					
1	Hourly Labor Rate for Repairs and Installation: During Normal Business Hours	Hour	725	\$ -		\$ -
2	Hourly Labor Rate for Repairs and Installation: After Normal Business Hours	Hour	20	\$ -		\$ -
3	Hourly Labor Rate for Repairs and Installation: Weekends & Holidays	Hour	10	\$ -		\$ -
4	Percent Mark-up on Parts, Material, & Supplies	Percent	\$31,125.00		0%	\$31,125.00
<b>Total Extended Price:</b>						<b>\$ 31,125.00</b>
	<b>Category 2:</b>					
5	Hourly Welder Rate for Repairs and Installation: During Normal Business Hours <i>(Informational Purposes Only)</i>	Hour	1	\$ -		\$ -
6	Hourly Welder Rate for Repairs and Installation: After Normal Business Hours <i>(Informational Purposes Only)</i>	Hour	1	\$ -		\$ -
7	Hourly Welder Rate for Repairs and Installation: Weekends & Holidays <i>(Informational Purposes Only)</i>	Hour	1	\$ -		\$ -
8	Percent Mark-up Equipment Rental <i>(Informational Purposes Only)</i>	Percent	1		0%	0%

**PAYMENT BOND**

STATE OF TEXAS §  
COUNTY OF COLLIN §

**KNOW ALL MEN BY THESE PRESENTS:**

That \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and fully authorized to transact business in the State of Texas, whose address is \_\_\_\_\_ of the City of \_\_\_\_\_ County of \_\_\_\_\_, and State of \_\_\_\_\_, (hereinafter referred to as "Principal"), and \_\_\_\_\_ (hereinafter referred to as "Surety", a corporation organized under the laws of the State of \_\_\_\_\_ and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto \_\_\_\_\_ (hereinafter referred to as "Owner") and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (not less than 100% of the approximate total amount of the Contract as evidenced in the proposal) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

**WHEREAS**, the Principal has entered into a certain written contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of \_\_\_\_\_.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that the bond guarantees the full and proper protection of all claimants supplying labor and material in the prosecution of the work provided for in said Contract and for the use of each claimant, and that conversely should the Principal faithfully perform said Contract and in all respects duly and faithfully observe and perform all and singular the covenants, conditions, and agreements in and by said Contract, agreed to by the Principal, and according to the true intent and meaning of said Contract and the claims and specifications hereto annexed, and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modification to Surety being hereby waived, then this obligation shall be void; otherwise, to remain in full force and effect. Provided further, that if any legal action be filed on this Bond, venue shall lie in Collin County, Texas.

**"PROVIDED, HOWEVER**, that this bond is executed pursuant to the provisions Texas Government Code, Chapter 2253, as amended, and Chapter 3503 of the Texas Insurance Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any Change Order or supplemental agreement which increases the Contract price with or without notice to the Surety and that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**WITNESS**

\_\_\_\_\_

**PRINCIPAL**

\_\_\_\_\_

Printed/Typed Name \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

**SURETY**

\_\_\_\_\_

Printed/Typed Name \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

**WITNESS**

\_\_\_\_\_

The Resident Agent of the Surety for delivery of notice and service of process is:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

**Note:** Date of Bond must NOT be prior to date of contract.

**PERFORMANCE BOND**

STATE OF TEXAS §  
COUNTY OF COLLIN §

**KNOW ALL MEN BY THESE PRESENTS:**

That \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and fully authorized to transact business in the State of Texas, whose address is \_\_\_\_\_ of the City of \_\_\_\_\_ County of \_\_\_\_\_, and State of \_\_\_\_\_, (hereinafter referred to as "Principal"), and \_\_\_\_\_ (hereinafter referred to as "Surety", a corporation organized under the laws of the State of \_\_\_\_\_ and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto \_\_\_\_\_ (hereinafter referred to as "Owner") and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (not less than 100% of the approximate total amount of the Contract as evidenced in the proposal plus 10-percent of the stated penal sum as an additional sum of money representing additional court expenses, attorneys' fees, and liquidated damages arising out of or connected with the below identified Contract) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

**WHEREAS**, the Principal has entered into a certain written contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of \_\_\_\_\_.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that if the said Principal fully and faithfully executes the work and performance of the Contract in accordance with the plans specifications, and Contract Documents, including any extensions thereof which may be granted with or without notice to Surety, during the original term thereof, and during the life of any guaranty required under the Contract, and according to the true intent and meaning of said Contract and the plans and specifications hereto annexed, if the Principal shall repair and/or replace all defects due to faulty materials or workmanship that appear within a period of one year from the date of final completion and final acceptance of the work by OWNER; and if the Principal shall fully indemnify and save harmless the OWNER from all costs and damages which OWNER may suffer by reason of failure to so perform herein and shall fully reimburse and repay OWNER all outlay and expense which the OWNER may incur in making good any default or deficiency, then this obligation shall be void; otherwise, to remain in full force and effect; and in case said CONTRACTOR shall fail to do so, it is agreed that the OWNER may do said work and supply such materials and charge the same against said CONTRACTOR and Surety on this obligation. Provided further, that if any legal action be filed on this Bond, venue shall lie in \_\_\_\_\_ Collin County, Texas.

**"PROVIDED, HOWEVER**, that this bond is executed pursuant to the provisions Texas Government Code, Chapter 2253, as amended, and Chapter 3503 of the Texas Insurance Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any Change Order or supplemental agreement which increases the Contract price with or without notice to the Surety, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decrease the penal sum of the Bond. And further that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder.

Surety agrees that the bond provides for the repairs and/or replacement of all defects due to faulty materials and workmanship that appear within a period of one (1) year from the date of completion and acceptance of the improvement by the OWNER.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**WITNESS**

\_\_\_\_\_

**PRINCIPAL**

Printed/Typed Name \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_

**WITNESS**

\_\_\_\_\_

**SURETY**

Printed/Typed Name \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_

The Resident Agent of the Surety for delivery of notice and service of process is:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

**Note:** Date of Bond must NOT be prior to date of contract.

## **INFORMATION REGARDING CONFLICT OF INTEREST QUESTIONNAIRE**

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

For a copy of Form CIQ and CIS:

<https://www.ethics.state.tx.us/forms/conflict/>

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

For a listing of current Collin County Officers:

<https://www.collincountytexas.gov/Contact/county-officials>

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

Department:

Rick Monk - Director of Facilities

Laz Vadasz – Facilities Superintendent

George King – Facilities Systems Tech Coordinator

Purchasing:

Michelle Charnoski, NIGP-CPP, CPPB – Purchasing Agent

Marci Chrismon, CPPB – Assistant Purchasing Agent

Susan Hayes – Buyer II

Commissioners Court:

Chris Hill – County Judge

Susan Fletcher – Commissioner Precinct No. 1

Cheryl Williams – Commissioner Precinct No. 2

Darrell Hale – Commissioner Precinct No. 3

Duncan Webb – Commissioner Precinct No. 4



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

**FORM CIQ**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

**2**  **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_  
Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

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

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

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

\*\*\*

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

<b>Print or type.</b> See Specific Instructions on page 3.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	<b>2</b> Business name/disregarded entity name, if different from above		
	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.		<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		
	<input type="checkbox"/> Other (see instructions) ▶ _____		
	<b>5</b> Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
<b>6</b> City, state, and ZIP code			
<b>7</b> List account number(s) here (optional)			

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
-				-					
<b>or</b>									
<b>Employer identification number</b>									
-									

## Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

## General Instructions

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

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

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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