

Collin County, TX

INVITATION FOR BID

2024-346

MOWING - VARIOUS LOCATIONS

RELEASE DATE: August 27, 2024

RESPONSE DEADLINE: September 19, 2024, 2:00 pm

Please refer to the project timeline in this document for all important deadlines.

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1. INTRODUCTION

1.1. Summary

The intended use/purpose for this Invitation for Bid is to describe mowing with string and tree trimming services. Collin County reserves the right to add or delete additional areas to be mowed and trimmed as it deems to be in the best interest of the County. Collin County also reserves the right to add additional mowings of each of the listed current and anticipated future locations as needed. Awarded vendor(s) must have the appropriate size equipment to service awarded location(s). Some locations require tractor mowers and others require residential size equipment only. Bidder should review each area to assess the type of equipment needed.

1.2. TIMELINE

| | |
|-------------------------------|----------------------------|
| Release Project Date: | August 27, 2024 |
| Question Submission Deadline: | September 10, 2024, 5:00pm |
| Response Submission Deadline: | September 19, 2024, 2:00pm |

2. SCOPE OF WORK

2.1. Mowing - Various Locations

The intended use/purpose for this Invitation for Bid is to describe mowing with string and tree trimming services. Collin County reserves the right to add or delete additional areas to be mowed and trimmed as it deems to be in the best interest of the County. Collin County also reserves the right to add additional mowings of each of the listed current and anticipated future locations as needed.

3. SPECIAL CONDITIONS AND SPECIFICATIONS

3.1. Authorization

By order of the Commissioners Court of Collin County, Texas sealed bids will be received for Mowing - Various Locations.

3.2. Purpose

The intended use/purpose for this Invitation For Bid:

The intended use/purpose for this Invitation for Bid is to describe mowing with string and tree trimming services. Collin County reserves the right to add or delete additional areas to be mowed and trimmed as it deems to be in the best interest of the County. Collin County also reserves the right to add additional mowings of each of the listed current and anticipated future locations as needed. Awarded vendor(s) must have the appropriate size equipment to service awarded location(s). Some locations require tractor mowers and others require residential size equipment only. Bidder should review each area to assess the type of equipment needed.

3.3. Term

Provide for a one (1) year term contract commencing on October 1, 2024, and continuing through and including September 30, 2025 with the option to renew for an additional three (3) one (1) year terms.

3.4. 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.

3.5. Price Reduction

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

3.6. Price Redetermination

A price redetermination may be considered by Collin County only at each of the annual renewals of the contract. All requests for price redetermination shall be in written form and shall include documents supporting price redetermination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage

Rates, etc. Other documented price adjustment may be considered at the County's discretion. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. 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.

3.7. Delivery/Completion/Response Time

Vendor shall commence mowing or abatement services within ten (10) calendar days after receipt of purchase order from Collin County for specified areas.

3.8. Approximate Value/Usage

Estimated annual value of this contract is approximately \$150,000 but varies per year based on approximate acreage and anticipated future locations. Approximate usage does not constitute an order but implies the probable quantity the County will use.

3.9. Evaluation and Award

Award of the contract shall be made to the responsive bidder(s) who submits the lowest and best bid meeting specifications. Collin County reserves the right to award the bid, or reject, by line item, category, or as a whole as the County deems in its best interest. Collin County further reserves the right to make primary and secondary awards on this contract.

3.10. Specifications

4.11 Inspection: Vendor shall notify Collin County of intent to start schedule before mowing and the dates when each structure will be mowed and trimmed. Upon completion of each area, Collin County shall have the right to inspect the service(s) performed before accepting them. Vendor shall make inspections with Collin County's designated representative upon request and furnish a written plan of action as to how and when correction of any discrepancies will be accomplished. Collin County reserves the right to make periodic unannounced inspections without the vendor being present.

4.12 Inclement Weather Conditions: Collin County will allow two (2) additional days for every day in which there is a delay due to the weather for completion of services. The number of inclement weather days will be at Collin County's discretion.

4.13 General:

4.13.1 The work shall consist of all trash removal, mowing and trimming in the areas specified.

4.13.1.1 Lots and/or acreage locations may have trash that consists of larger debris (i.e. bricks, wire, etc.) that needs to be removed before mowing. Bid price should include removal of any debris.

- 4.13.2 Awarded vendor(s) must have the appropriate size equipment to service awarded location(s). **Some locations require tractor mowers and others require residential size equipment only.** Bidder should review each location to assess the type of equipment needed to best service the area and determine capabilities when placing their bid.
- 4.13.3 Mowing is not allowed if ground is wet and tractor or other lawn equipment leaves ruts.
 - 4.13.3.1 If wheel ruts are left at serviced location(s), the awarded vendor may be required to re-grade site to remove ruts upon County request.
- 4.13.4 Trimming shall be required within all mowing areas.
- 4.13.5 Trimming around culverts, bar ditches, trees, etc., shall be at the same height or less than the area mowed adjacent to it.
- 4.13.6 Trimming shall be finished within one (1) working day after mowing is completed.
- 4.13.7 Vendor shall mow and trim an area until that area is completely finished. Exceptions are inclement weather conditions, mechanical failure and end of working day.
- 4.13.8 Mowing shall be uniform and level.
- 4.13.9 Contractor shall be liable for any damages incurred to property during service.
- 4.13.10 Contractor must provide warning as necessary to all motorists, pedestrians, etc. that mowing is occurring.

4.14 LOCATIONS:

- 4.14.1 Collin County Justice Center, approximately twenty (20) total acres (see Attachment A) 4300 Community Ave, McKinney, TX
 - 4.14.1.1 Acreage to be mowed once (1) per month, April thru October. (Approximately 20 acres per mowing, 7 mowings per year)
 - 4.14.1.2 Grass shall be mowed to a height of approximately three (3) to four (4) inches.

- 4.14.1.3 Mowing beside street and driveways shall start where Collin County Grounds Maintenance mowing ends.
- 4.14.1.4 Mowing shall be within five (5) feet of dense tree lines.
- 4.14.1.5 Vendor shall verify acreage.
- 4.14.1.6 Collin County shall contact vendor to schedule mowing and trimming of specified area and/or areas as needed.
- 4.14.1.7 Trimming shall be done around all trees and in all bar ditch and culvert areas.

4.14.2 Radio Tower Sites

- 4.14.2.1 Verona Radio Tower, approximately twelve (12) acres, 8499 CR 502, Blue Ridge, TX
 - 4.14.2.1.1 Acreage to be mowed once (1) per month, April thru October. (Approximately 12 acres per mowing, 7 mowings per year)
 - 4.14.2.1.2 Grass shall be mowed to a height of approximately three (3) to four (4) inches.
 - 4.14.2.1.3 Mowing beside street and driveways shall start where Collin County Grounds Maintenance mowing ends.
 - 4.14.2.1.4 Mowing shall be within five (5) feet of dense tree lines.
 - 4.14.2.1.5 Vendor shall verify acreage.
 - 4.14.2.1.6 Collin County shall contact vendor to schedule mowing and trimming of specified area and/or areas as needed.
 - 4.14.2.1.7 Trimming shall be done around all trees and in all bar ditch and culvert areas.
- 4.14.2.2 Celina Radio Tower, approximately four (4) acres, 9165 CR 101, Celina, TX

- 4.14.2.2.1 Acreage to be mowed once (1) per month, April thru October. (Approximately 4 acres per mowing, 7 mowings per year)
- 4.14.2.2.2 Grass shall be mowed to a height of approximately three (3) to four (4) inches.
- 4.14.2.2.3 Mowing beside street and driveways shall start where Collin County Grounds Maintenance mowing ends.
- 4.14.2.2.4 Mowing shall be within five (5) feet of dense tree lines.
- 4.14.2.2.5 Vendor shall verify acreage.
- 4.14.2.2.6 Collin County shall contact vendor to schedule mowing and trimming of specified area and/or areas as needed.
- 4.14.2.2.7 Trimming shall be done around all trees and in all bar ditch and culvert areas.

4.14.3 Sister Grove Park, approximately thirty (30) acres, (see Attachment B) 11222 Co Rd 562, Princeton, TX

- 4.14.3.1 Acreage to be mowed once (1) per month, April thru September. (Approximately 30 acres per mowing, 6 mowings per year. May require an additional mowing upon request if high growth season)
- 4.14.3.2 Grass shall be mowed to a height of approximately four (4) inches.
- 4.14.3.3 Mowing shall be within five (5) feet of dense tree lines.
- 4.14.3.4 Vendor shall verify acreage.
- 4.14.3.5 Collin County shall contact vendor to schedule mowing and trimming of specified area and/or areas as needed.
- 4.14.3.6 Trimming shall be done around all trees/shrubs and in all bar ditch and culvert areas.

4.14.4 Parkhill Prairie, approximately fifteen (15) acres, (see Attachment C) 17127 County Road 668, Blue Ridge, TX

- 4.14.4.1 Acreage to be mowed every 3 weeks, April thru September. (Approximately 15 acres per mowing, 9 mowings per year, every 3 weeks)
- 4.14.4.2 Grass shall be mowed to a height of approximately four (4) inches.
- 4.14.4.3 Mowing shall be within five (5) feet of dense tree lines.
- 4.14.4.4 Vendor shall verify acreage.
- 4.14.4.5 Collin County shall contact vendor to schedule mowing and trimming of specified area and/or areas as needed.
- 4.14.4.6 Trimming shall be done around all trees/shrubs and in all bar ditch and culvert areas.
- 4.14.5 Collin County Outer Loop, approximately one-hundred-thirty-five (135) acres (see Attachment D)
 - 4.14.5.1 Acreage to be mowed once (1) per month, April thru September. (Approximately 135 acres per mowing, 6 mowings per year)
 - 4.14.5.2 Grass shall be mowed to a height of approximately four (4) inches.
 - 4.14.5.3 Mowing shall be within five (5) feet of any dense tree lines.
 - 4.14.5.4 Vendor shall verify acreage.
 - 4.14.5.5 Collin County shall contact vendor to schedule mowing and trimming of specified area and/or areas as needed.
 - 4.14.5.6 Trimming shall be done around all trees/shrubs and in all bar ditch and culvert areas.
- 4.14.6 3533 County Road 164 and surrounding areas, approximately nine (9) acres (see Attachment E) – *Address provided for directional purposes. See map for mowing area.*
 - 4.14.6.1 Acreage to be mowed once (1) per month, April thru September. (Approximately 9 acres per mowing, 6 mowings per year)

- 4.14.6.2 Grass shall be mowed to a height of approximately three (3) to four (4) inches.
 - 4.14.6.3 Mowing shall be within five (5) feet of any dense tree lines.
 - 4.14.6.4 Vendor shall verify acreage.
 - 4.14.6.5 Collin County shall contact vendor to schedule mowing and trimming of specified area and/or areas as needed.
 - 4.14.6.6 Trimming shall be done around all trees/shrubs and in all bar ditch and culvert areas.
- 4.14.7 2163 E. Dave Brown Road, McKinney, TX, approximately thirty-four (34) acres (See Attachment F) – *Address provided for directional purposes. See map for mowing area. -- This location is anticipated to be reduced to 19 acres in 2025. An updated map will be provided at that time.*
- 4.14.7.1 Acreage to be mowed once (1) per month, April thru September. (Approximately 34 acres per mowing, 6 mowings per year) *Anticipated to be reduced to 19 acres in 2025*
 - 4.14.7.2 Grass shall be mowed to a height of approximately three (3) to four (4) inches.
 - 4.14.7.3 Mowing shall be within five (5) feet of any dense tree lines.
 - 4.14.7.4 Vendor shall verify acreage.
 - 4.14.7.5 Collin County shall contact vendor to schedule mowing and trimming of specified area and/or areas as needed.
 - 4.14.7.6 Trimming shall be done around all trees/shrubs and in all bar ditch and culvert areas.
- 4.14.8 3030 E. Princeton, Princeton, TX approximately twenty-two (22) acres (See Attachment G) – *Address provided for directional purposes. See map for mowing area. This location is anticipated to be reduced to 16 acres in 2025. An updated map will be provided at that time.*

- 4.14.8.1 Acreage to be mowed once (1) per month, April thru September. (Approximately 22 acres per mowing, 6 mowings per year) *Anticipated to be reduced to 16 acres in 2025*
- 4.14.8.2 Grass shall be mowed to a height of approximately four (4) inches.
- 4.14.8.3 Mowing shall be within five (5) feet of any dense tree lines.
- 4.14.8.4 Vendor shall verify acreage.
- 4.14.8.5 Collin County shall contact vendor to schedule mowing and trimming of specified area and/or areas as needed.
- 4.14.8.6 Trimming shall be done around all trees/shrubs and in all bar ditch and culvert areas.

4.14.9 Miscellaneous mowing of lots and/or acreage

- 4.14.9.1 Collin County will contact vendor on an “as needed” basis only to schedule areas of undetermined number, size, or location of area(s) in need of mowing.
 - 4.14.9.1.1 Vendor shall verify acreage.
 - 4.14.9.1.2 Requirements for any order for mowing of miscellaneous lots and/or acreage will be noted on pertinent Purchase Order.
 - 4.14.19.1.3 Various lots and/or acreage areas may require either tractor mowing or residential size mowers and equipment.

4.14.10 Miscellaneous String and Tree Trimming

- 4.14.10.1 Collin County will contact vendor on an “as needed” basis to schedule areas of undetermined number, size, or location of area(s) in need of string and/or tree trimming or brush removal.
 - 4.14.10.1.1 Removal of trimmings, brush, etc., shall be the sole responsibility of the successful bidder and all fees and landfill permits shall be

included in the bidders pricing. The County shall incur no additional fees or cost.

4.15 ANTICIPATED FUTURE LOCATIONS: *These locations are anticipated to be added approximately July 2025. Addresses provided for directional purposes. See maps for mowing areas.*

4.15.1 Area 1, 6290 County Road 123, McKinney, approximately 1.5 acres (See Attachment H)

4.15.2 Area 2, 4053 Akela Way, McKinney, approximately .5 acres (See Attachment I)

4.15.3 Area 3, 800 County Road 1200, McKinney, approximately 22 acres (See Attachment J)

4.15.4 Area 4, 3067 County Road 330, McKinney, approximately 4 acres (See Attachment K)

4.15.4.1 Acreage in these areas are to be mowed once (1) per month; 2025 starting month thru October; and additional future after renewals would be April thru September. (6 mowings per year)

4.15.4.2 Grass shall be mowed to a height of approximately three (3) to four (4) inches.

4.15.4.3 Mowing shall be within five (5) feet of any dense tree lines.

4.15.4.4 Vendor shall verify acreage.

4.15.4.5 Collin County shall contact vendor to schedule mowing and trimming of specified area and/or areas as needed.

4.15.4.6 Trimming shall be done around all trees/shrubs and in all bar ditch and culvert areas.

4.16 Payment for the work specified herein will be made on the pertinent Purchase Order, after completion and acceptance of inspection. Invoices must be fully documented as to labor and must reference the Collin County Purchase Order number in order to be processed.

4. INSURANCE REQUIREMENTS

- A. 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.
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\$1,000,000Personal Injury & Adv. Injury\$1,000,000Products/Completed Operation Aggregate\$2,000,000General Aggregate\$2,000,000
 2. **Workers Compensation** insurance as required by the laws of Texas, and Employers' Liability. Employers' Liability Liability, Each Accident\$500,000Disease-Each Employee\$500,000Disease – Policy Limit\$500,000
 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
- B. With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:
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.
 2. The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.
 3. All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.
 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.
 5. All copies of Certificates of Insurance shall reference the project/contract number.
- C. All insurance shall be purchased from an insurance company that meets the following requirements:
1. A financial rating of A-VII or higher as assigned by the BEST Rating Company or equivalent.
- D. 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:

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Sets forth the notice of cancellation or termination to Collin County.

5. PRICING TABLE

| Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total | No Bid |
|-----------|---|----------|-----------------|-----------|-------|--------|
| 1 | COLLIN COUNTY JUSTICE CENTER (Acreage to be mowed once (1) per month, April thru October; Approximately 20 acres per mowing, 7 mowings per year) Enter price per acre | 140 | ACRE | | | |
| 2 | VERONA RADIO TOWER (Acreage to be mowed once (1) per month, April thru October; Approximately 12 acres per mowing, 7 mowings per year) Enter price per acre | 84 | ACRE | | | |
| 3 | CELINA RADIO TOWER (Acreage to be mowed once per month, April thru October; Approx. 4 acres per mowing, 7 mowings per year) Enter price per acre | 28 | ACRE | | | |
| 4 | SISTER GROVE PARK (Acreage to be mowed once (1) per month, April thru September; Approximately 30 acres per mowing, 6 mowings per year) Enter price per acre | 180 | ACRE | | | |

| Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total | No Bid |
|-----------|--|----------|-----------------|-----------|-------|--------|
| 5 | PARKHILL PRAIRIE (Acreage to be mowed every 3 weeks, April thru September; Approximately 15 acres per mowing, 9 mowings per year, every 3 weeks) Enter price per acre | 135 | ACRE | | | |
| 6 | COLLIN COUNTY OUTER LOOP (Acreage to be mowed once (1) per month, April thru September; Approximately 135 acres per mowing, 6 mowings per year) Enter price per acre | 810 | ACRE | | | |
| 7 | COUNTY ROAD 164 (Acreage to be mowed one (1) per month, April - September; Approximately 9 acres per mowing, 6 mowings per year) Enter price per acre | 54 | ACRE | | | |
| 8 | DAVE BROWN ROAD/FM 1827 (Acreage to be mowed once (1) per month, April thru September; Approximately 34 acres per mowing, 6 mowings per year) Enter price per acre. | 204 | ACRE | | | |

| Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total | No Bid |
|-----------|--|----------|-----------------|-----------|-------|--------|
| 9 | PRINCETON DRIVE (Acreage to be mowed once (1) per month, April thru September; Approximately 22 acres per mowing, 6 mowings per year.) Anticipated to be reduced to 16 acres in 2025 - Enter price per acre. | 132 | ACRE | | | |
| 10 | MISCELLANEOUS MOWING OF LOTS AND/OR ACREAGE UTILIZING TRACTOR MOWER/EQUIPMENT (See specification 4.13 and 4.14.9 - As needed only) Vendor must determine what type of equipment to be used. - Enter price per acre. | 1 | ACRE | | | |
| 11 | MISCELLANEOUS MOWING OF LOTS AND/OR ACREAGE UTILIZING RESIDENTIAL SIZE LAWN MOWER/EQUIPMENT (See specification 4.13 and 4.14.9 - As needed only) Vendor must determine what type of equipment to be used. - Enter price per acre. | 1 | ACRE | | | |

| Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total | No Bid |
|-----------|---|----------|-----------------|-----------|-------|--------|
| 12 | MISCELLANEOUS STRING AND TREE TRIMMING (See specification 4.13 and 4.14.10 - As needed only) Enter price per acre. | 1 | ACRE | | | |
| 13 | ANTICIPATED LOCATION -- COUNTY ROAD 123, MCKINNEY (Acreage to be mowed once (1) per month; 2025 starting month thru October; and additional future after renewals would be April thru September; Approximately 1.5 acres, 6 mowings per year) Enter price per acre. | 9 | ACRE | | | |
| 14 | ANTICIPATED LOCATION -- AKELA WAY, MCKINNEY (Acreage to be mowed once (1) per month; 2025 starting month thru October; and additional future after renewals would be April thru September; Approximately 0.5 acres, 6 mowings per year) Enter price per acre. | 3 | ACRE | | | |

| Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total | No Bid |
|--------------|---|----------|-----------------|-----------|-------|--------|
| 15 | ANTICIPATED LOCATION -- COUNTY ROAD 1200, MCKINNEY (Acreage to be mowed once (1) per month; 2025 starting month thru October; and additional future after renewals would be April thru September; Approximately 22 acres, 6 mowings per year) Enter price per acre. | 132 | ACRE | | | |
| 16 | ANTICIPATED LOCATION -- COUNTY ROAD 330, MCKINNEY (Acreage to be mowed once (1) per month; 2025 starting month thru October; and additional future after renewals would be April thru September; Approximately 4 acres, 6 mowings per year) Enter price per acre. | 24 | ACRE | | | |
| TOTAL | | | | | | |

6. GENERAL INSTRUCTIONS

Definitions

- A. Bidder: refers to submitter.
 - B. Vendor/Contractor/Provider: refers to a Successful Bidder/Contractor/Service Provider.
 - C. Submittal: refers to those documents required to be submitted to Collin County, by a Bidder.
 - D. IFB: refers to Invitation For Bid.
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- A. If Bidder does not wish to submit an offer at this time, please submit a No Bid.
 - B. Awards shall be made not more than ninety (90) days after the time set for opening of Submittals.
 - C. Collin County is always conscious and extremely appreciative of your time and effort in preparing your Submittal.
 - D. Collin County exclusively uses [OpenGov eProcurement](#) 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.
 - E. A bid may not be withdrawn or canceled by the bidder prior to the ninety-first (91st) day following public opening of Submittals and only prior to award.
 - F. 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.
 - G. 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.
 - H. Submittals via email, oral, telegraphic or telephonic will not be accepted. IFBs may be submitted in electronic format via <https://procurement.opengov.com/portal/collincountytexas/projects/95901>.
 - I. All IFBs submitted electronically via the eProcurement Portal shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the IFB.

- J. 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.
- K. 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.
- L. Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.
- M. 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 eProcurement Portal](#).
 - 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. the eProcurement portal, 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.
- N. All materials and services shall be subject to Collin County approval.
- O. 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.
- P. Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.
- Q. 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.

- R. Minimum Standards for Responsible Prospective Bidders: A prospective Bidder must meet the following minimum requirements:
1. have adequate financial resources, or the ability to obtain such resources as required;
 2. be able to comply with the required or proposed delivery/completion schedule;
 3. have a satisfactory record of performance;
 4. have a satisfactory record of integrity and ethics;
 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.
- S. Vendor shall bear any/all costs associated with its preparation of an IFB.
- T. 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.
- U. The Bidder shall comply with Commissioners Court Order No. 2004-167-03-11, County Logo Policy.
- V. 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.
- W. 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.
- X. 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.

Invitation For Bid #2024-346
Title: Mowing - Various Locations

7. TERMS OF CONTRACT

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.
- F. 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.
- G. 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.
- H. 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.
- I. 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.

- J. 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.
- K. If a contract, resulting from a Collin County IFB is for the execution of a public work, the following shall apply:
 - 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 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).
 - 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 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).
- L. 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.
- M. 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.
- N. Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.
- O. 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.

- P. 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.
- Q. 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.
- R. Invoices shall be mailed directly to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. All invoices shall show:
 - 1. Collin County Purchase Order Number;
 - 2. Vendor's/Contractor's/Provider's Name, Address and Tax Identification Number;
 - 3. Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.
- S. Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.
- T. All warranties shall be stated as required in the Uniform Commercial Code.
- U. 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.
- V. The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.
- W. 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.
- X. 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.
- Y. 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.

- Z. 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.
- AA. 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.
- BB. 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.
- CC. 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.
- DD. 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.
- EE. 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.

FF. 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.

GG. 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.

HH. Delays and Extensions of Time when applicable:

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. 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.
- II. 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.

- JJ. 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.
- KK. 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.
- LL. 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.

Invitation For Bid #2024-346
Title: Mowing - Various Locations

8. VENDOR RESPONSE

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

1. Vendor Responses

1.1. *Notice**

Collin County exclusively uses OpenGov eProcurement Portal 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 confirm

*Response required

1.2. *Contact Information**

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

*Response required

1.3. *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 confirm

*Response required

1.4. *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".

*Response required

1.5. 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.

*Response required

1.6. 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.

*Response required

1.7. 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.

*Response required

1.8. 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

*Response required

1.9. 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).

- A. Is your principal place of business in the State of Texas?
- B. If your principal place of business is not in Texas, in which State is your principal place of business?
- C. 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?
- D. If your state favors resident bidders, state by what dollar amount or percentage.

*Response required

1.10. Debarment Certifications*

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 confirm

*Response required

1.11. 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 confirm

*Response required

1.12. 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 confirm

*Response required

1.13. 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 confirm

*Response required

1.14. 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 confirm

*Response required

1.15. 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?

*Response required

1.16. 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 confirm

*Response required

1.17. 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.

*Response required

1.18. 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:

- A. 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 confirm

*Response required

1.19. Information Regarding Conflict of Interest

During the 79th 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

84th 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.collincountytx.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

David Rogers - Facilities Maintenance

Clarence Daugherty - Director of Engineering

Tracy Homfeld - Assistant Director of Engineering

Dawn Redwine - Engineering Office Administrator

Purchasing:

Michelle Charnoski, NIGP-CPP, CPPB – Purchasing Agent

Marci Chrismon, CPPB – Assistant Purchasing Agent

G Zimmer, CPPB - 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

1.20. 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.

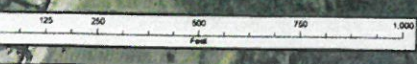
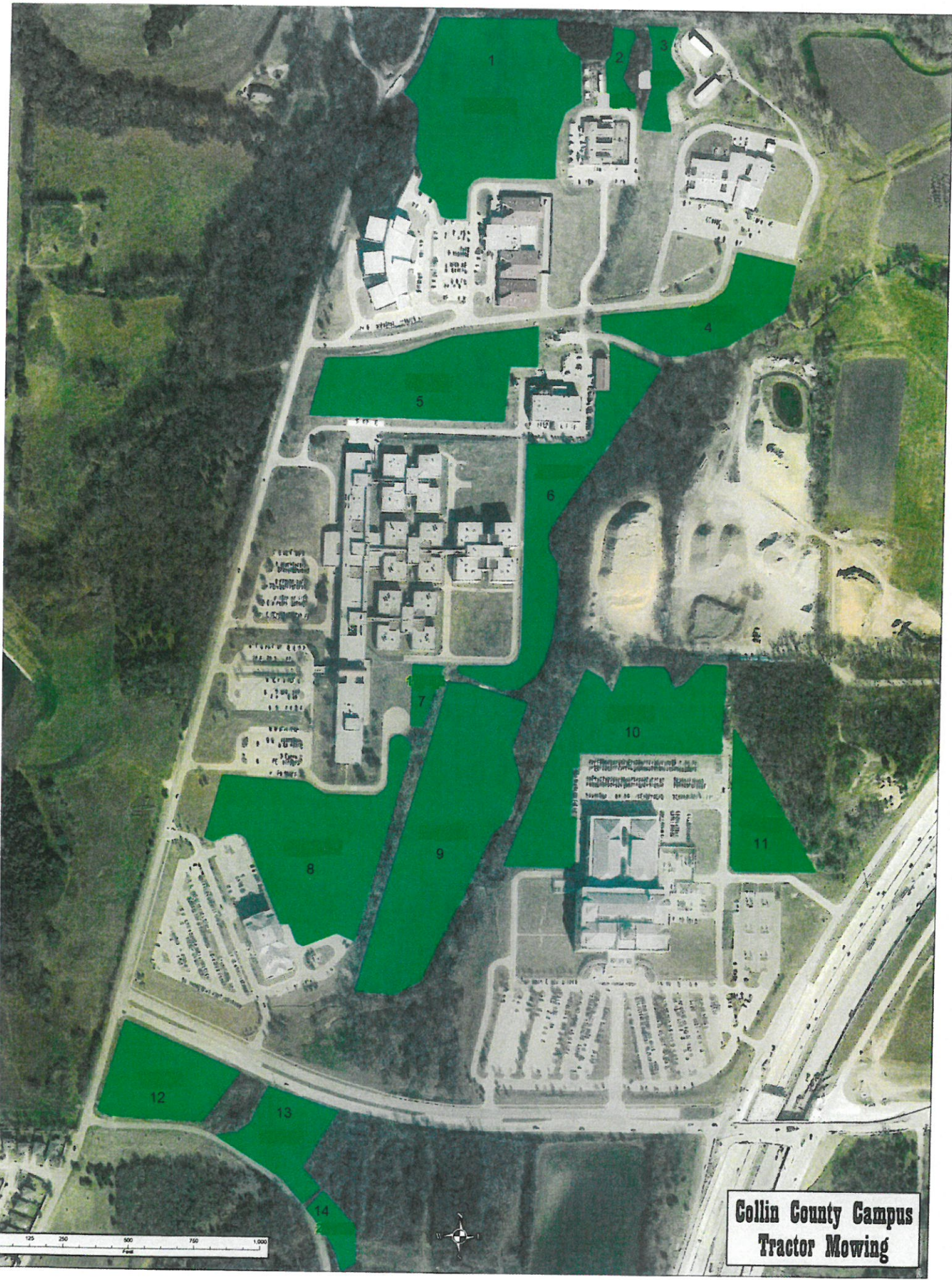
Please confirm

*Response required

ATTACHMENT A

COLLIN COUNTY MOWING AREAS PER SQUARE FEET

| | |
|-----------|--------|
| Area 1 - | 358697 |
| Area 2 - | 23153 |
| Area 3 - | 34237 |
| Area 4 - | 133298 |
| Area 5 - | 215175 |
| Area 6 - | 193285 |
| Area 7 - | 18953 |
| Area 8 - | 299254 |
| Area 9 - | 366196 |
| Area 10 - | 258994 |
| Area 11 - | 91048 |
| Area 12 - | 131153 |
| Area 13 - | 90325 |
| Area 14 - | 26481 |

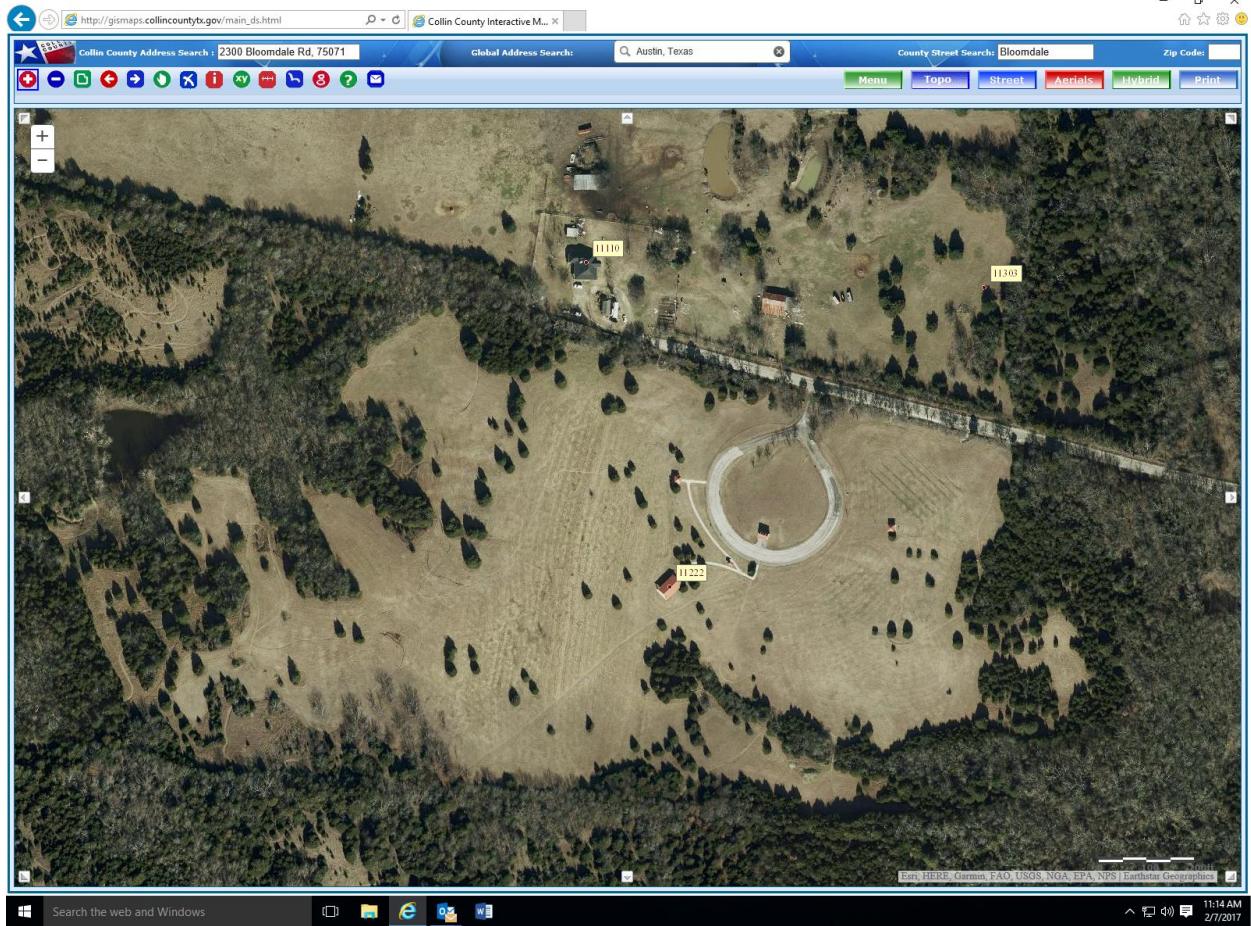


**Collin County Campus
Tractor Mowing**

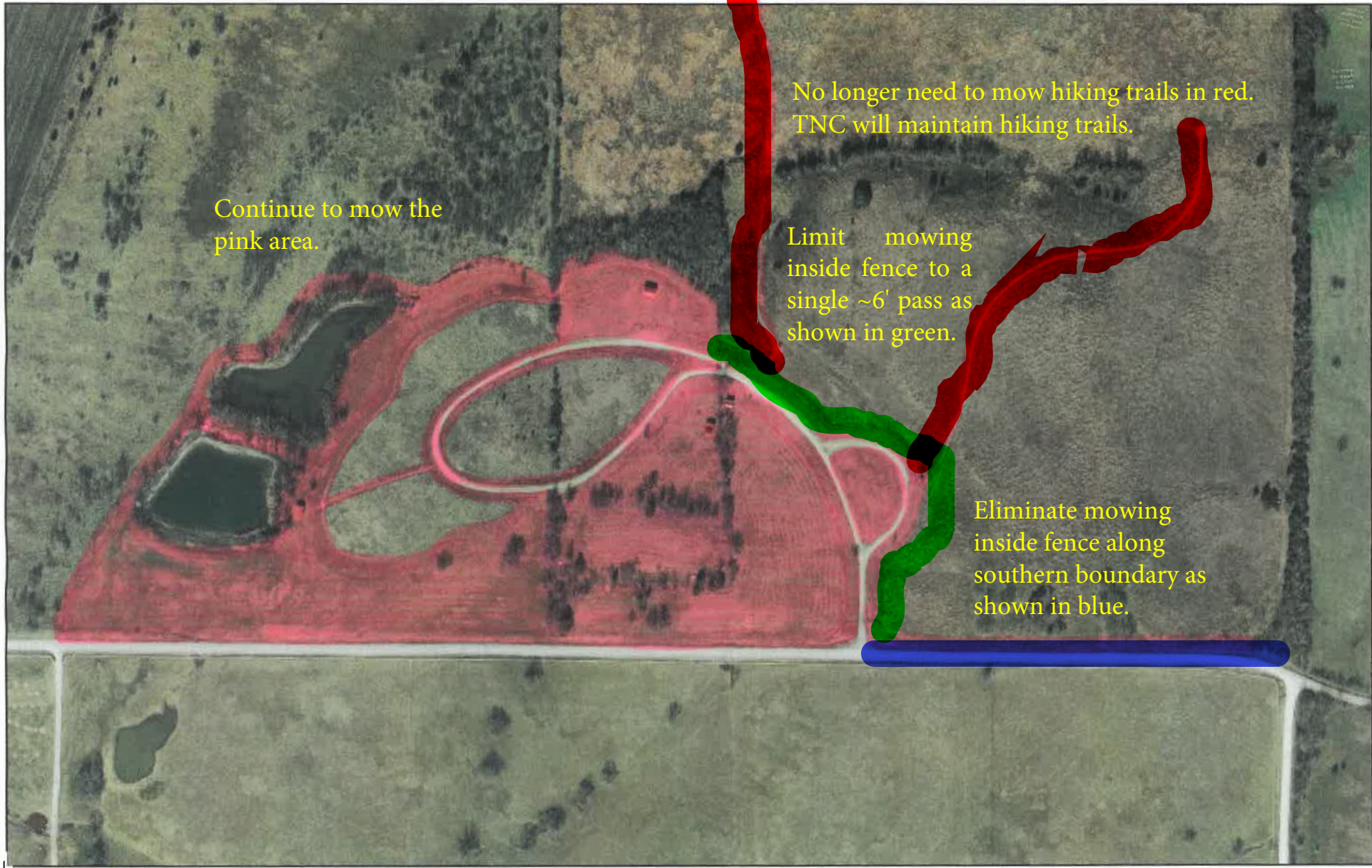




ATTACHMENT B SISTER GROVE PARK



Everything south of CR 562 inside the tree lines. Finished mowing or string trimming along the circular drive area and sidewalks, at picnic shelters and pavilion, entry at CR562 and along fence south of CR 562 east of entrance.



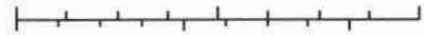
Continue to mow the pink area.

No longer need to mow hiking trails in red. TNC will maintain hiking trails.

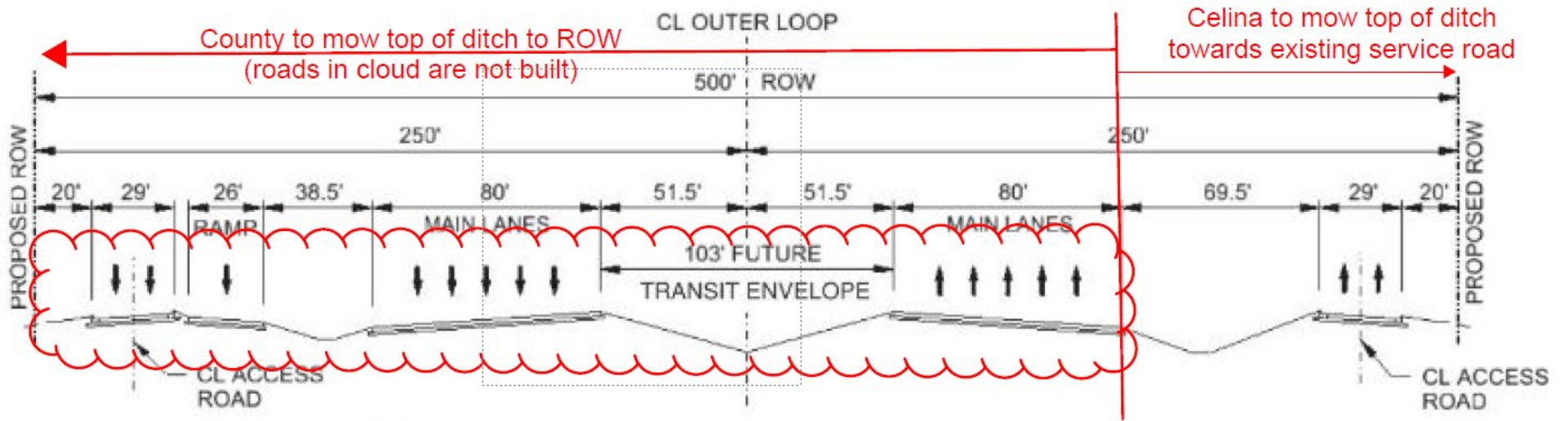
Limit mowing inside fence to a single ~6' pass as shown in green.

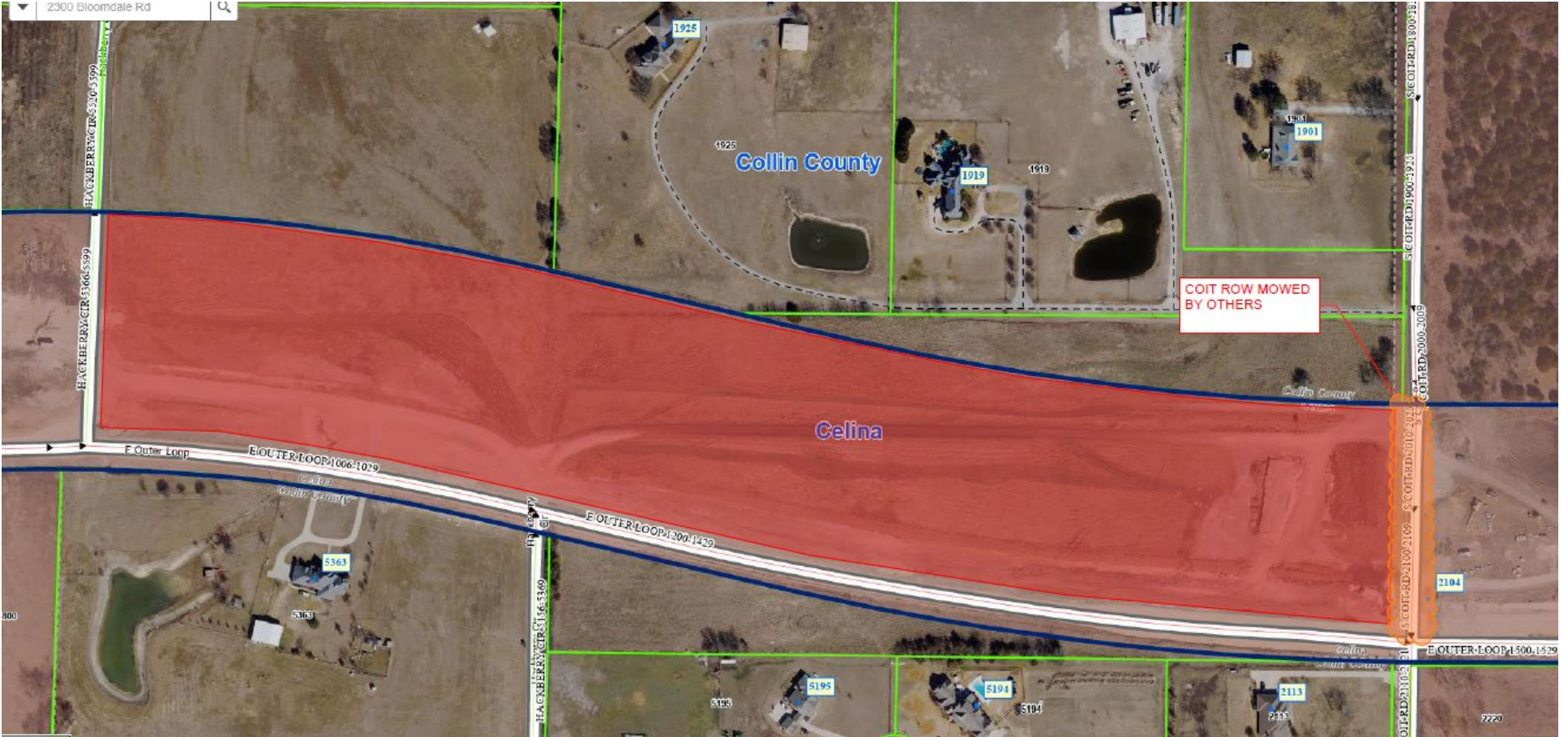
Eliminate mowing inside fence along southern boundary as shown in blue.

PARKHILL PRAIRIE
17127 CR 668
BLUE RIDGE, TX
APPROX 15 ACRES



ATTACHMENT D – SEE ALL 5 PAGES FOR COMPLETE MOWING DETAIL





COIT ROW MOWED BY OTHERS

Collin County

Celina

HACKBERRY CIR 3065-3990

F Outer Loop

E OUTER LOOP 1006-1029

E OUTER LOOP 1300-1429

HACKBERRY CIR 156-3369

SICOIT RD 1900-1924

COIT RD 2000-3009

S COIT RD 2100-2104

COIT RD 2105-31

E OUTER LOOP 1500-1529

1925

1919

1901

5363

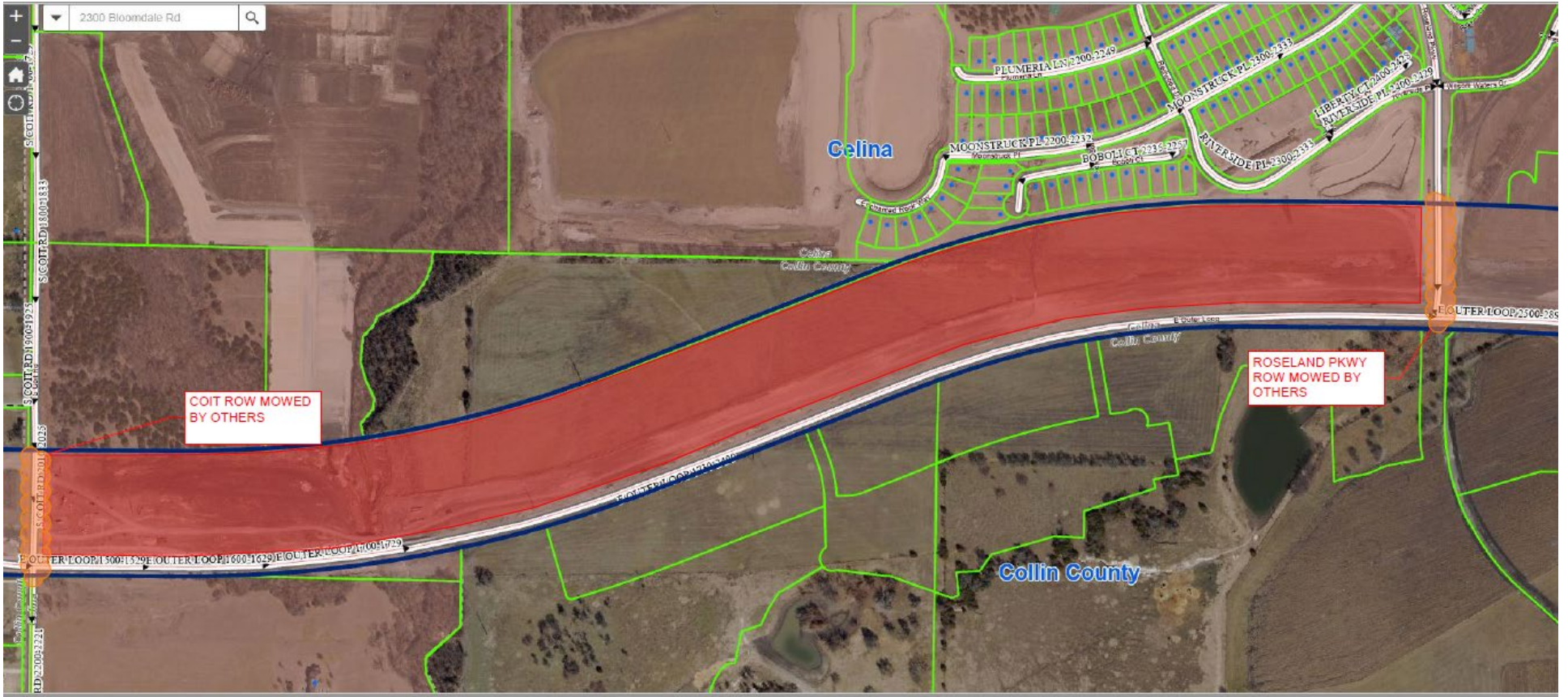
5195

5194

2113

2104

7270



COIT ROW MOWED BY OTHERS

ROSELAND PKWY ROW MOWED BY OTHERS

Celina

Collin County

2300 Bloomdale Rd

SCOTT RD 1500 1529
SCOTT RD 1500 1629
SCOTT RD 1500 1729
SCOTT RD 1500 1829
SCOTT RD 1500 1929
SCOTT RD 1500 2029
SCOTT RD 1500 2129
SCOTT RD 1500 2229
SCOTT RD 1500 2329
SCOTT RD 1500 2429
SCOTT RD 1500 2529
SCOTT RD 1500 2629
SCOTT RD 1500 2729
SCOTT RD 1500 2829
SCOTT RD 1500 2929
SCOTT RD 1500 3029
SCOTT RD 1500 3129
SCOTT RD 1500 3229
SCOTT RD 1500 3329
SCOTT RD 1500 3429
SCOTT RD 1500 3529
SCOTT RD 1500 3629
SCOTT RD 1500 3729
SCOTT RD 1500 3829
SCOTT RD 1500 3929
SCOTT RD 1500 4029
SCOTT RD 1500 4129
SCOTT RD 1500 4229
SCOTT RD 1500 4329
SCOTT RD 1500 4429
SCOTT RD 1500 4529
SCOTT RD 1500 4629
SCOTT RD 1500 4729
SCOTT RD 1500 4829
SCOTT RD 1500 4929
SCOTT RD 1500 5029
SCOTT RD 1500 5129
SCOTT RD 1500 5229
SCOTT RD 1500 5329
SCOTT RD 1500 5429
SCOTT RD 1500 5529
SCOTT RD 1500 5629
SCOTT RD 1500 5729
SCOTT RD 1500 5829
SCOTT RD 1500 5929
SCOTT RD 1500 6029
SCOTT RD 1500 6129
SCOTT RD 1500 6229
SCOTT RD 1500 6329
SCOTT RD 1500 6429
SCOTT RD 1500 6529
SCOTT RD 1500 6629
SCOTT RD 1500 6729
SCOTT RD 1500 6829
SCOTT RD 1500 6929
SCOTT RD 1500 7029
SCOTT RD 1500 7129
SCOTT RD 1500 7229
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SCOTT RD 1500 7729
SCOTT RD 1500 7829
SCOTT RD 1500 7929
SCOTT RD 1500 8029
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SCOTT RD 1500 8229
SCOTT RD 1500 8329
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SCOTT RD 1500 8529
SCOTT RD 1500 8629
SCOTT RD 1500 8729
SCOTT RD 1500 8829
SCOTT RD 1500 8929
SCOTT RD 1500 9029
SCOTT RD 1500 9129
SCOTT RD 1500 9229
SCOTT RD 1500 9329
SCOTT RD 1500 9429
SCOTT RD 1500 9529
SCOTT RD 1500 9629
SCOTT RD 1500 9729
SCOTT RD 1500 9829
SCOTT RD 1500 9929
SCOTT RD 1500 10029

Outer Loop
Collin County

Outer Loop 2500 285

PLUMERIA LN 200 2149

MOONSTRUCK PL 300 2333

IBERT CT 200 2343

RIVERSIDE PL 300 2379

MOONSTRUCK PL 200 2332

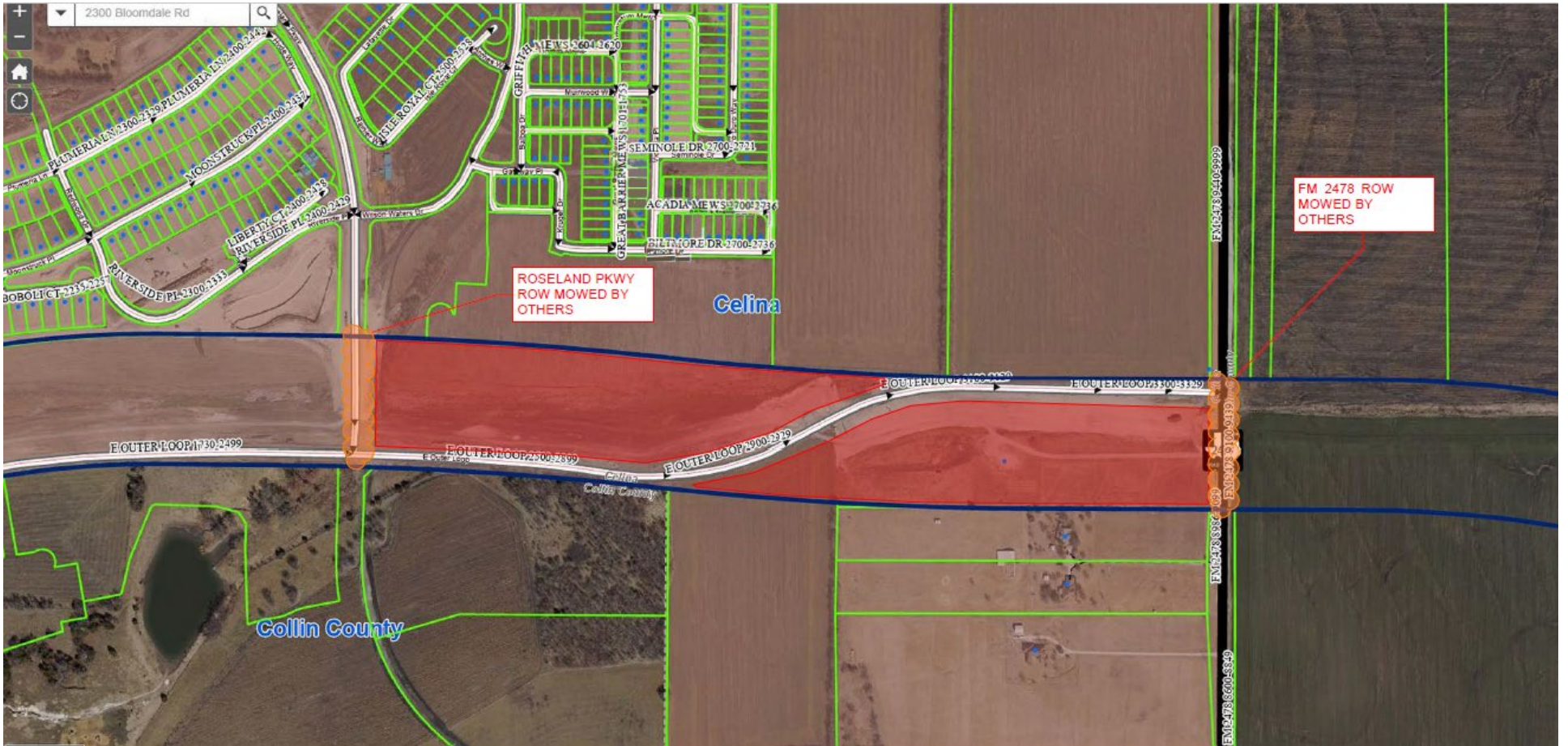
ROBOLI CT 218 2339

RIVERSIDE PL 300 2333

Celina
Collin County

Outer Loop
Collin County

Collin County



ROSELAND PKWY
ROW MOWED BY
OTHERS

FM 2478 ROW
MOWED BY
OTHERS

Celina

Collin County

2300 Bloomdale Rd



ATTACHMENT E

3533 CR 164 Address provided is for directional purposes

MCKINNEY, TX

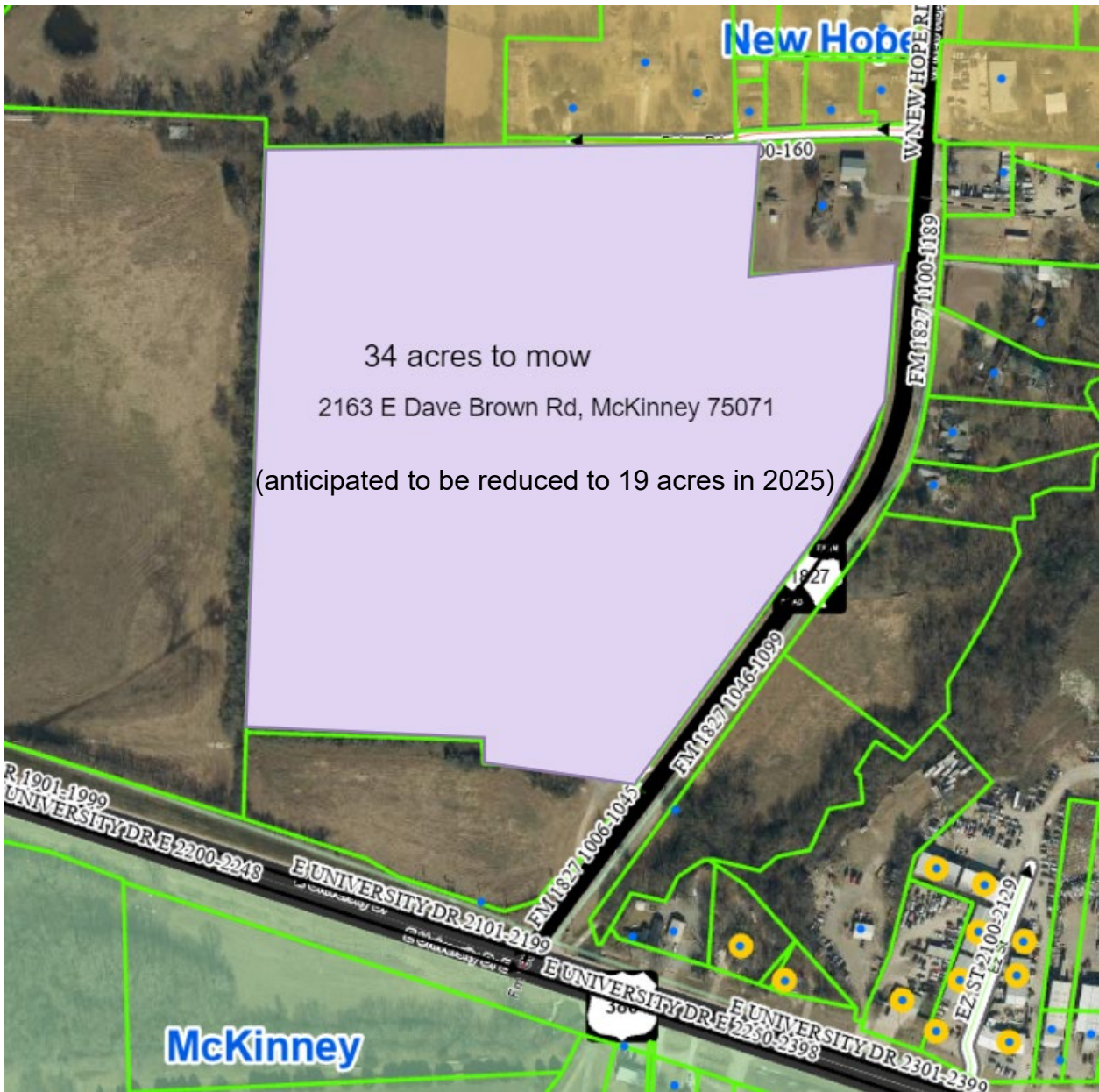
APPROX 9 ACRES

SOLID PURPLE AREA IS THE MOWING AREA



ATTACHMENT F

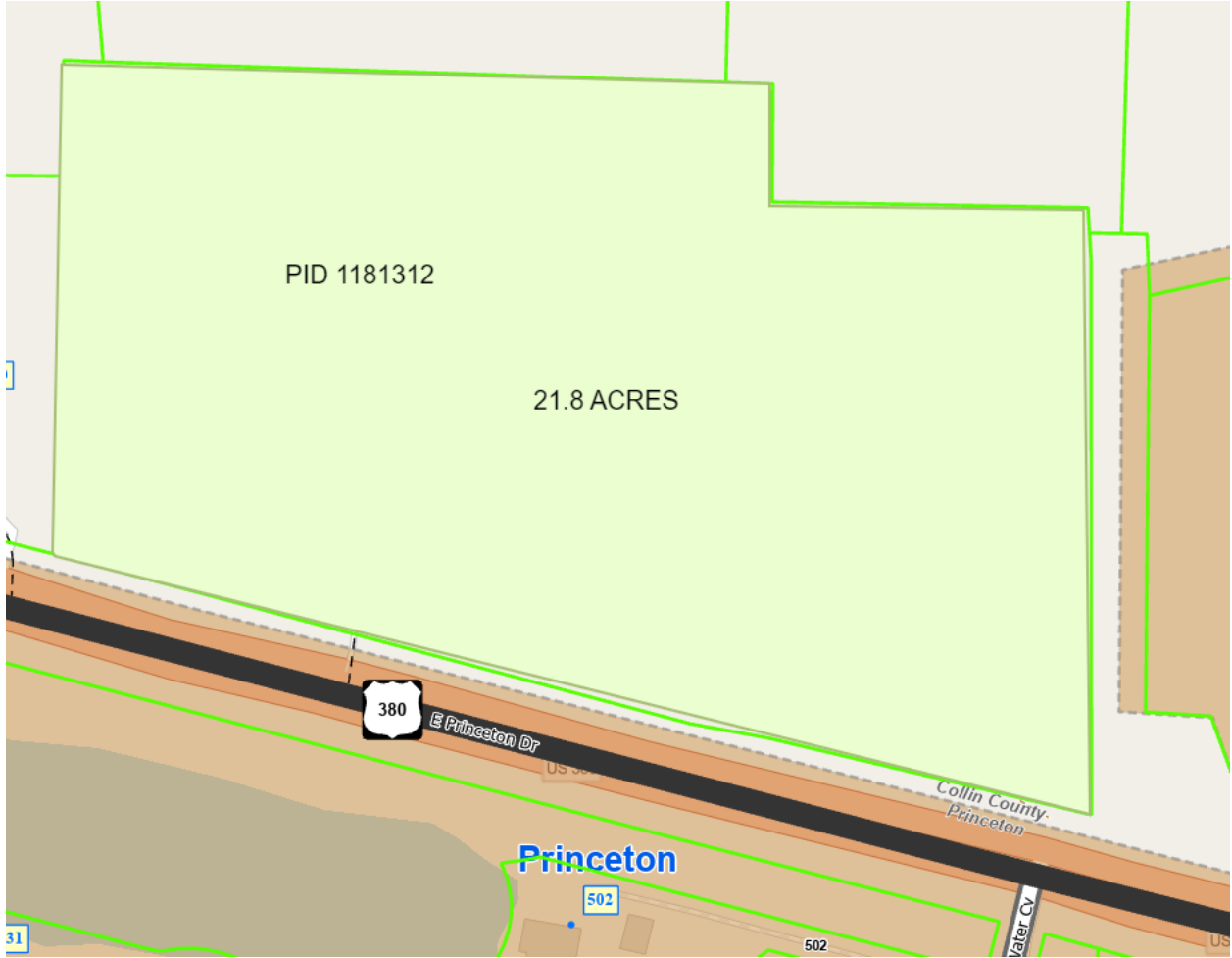
Address provided is for directional purposes. Solid purple area is the mowing area.



ATTACHMENT G

3030 E PRINCETON DR, PRINCETON, TX
APPOX 21.8 ACRES

Address provided is for directional purposes. Solid green area is the mowing area.



ATTACHMENT H

Address provided is for directional purposes. Solid green area is the mowing area.

6290 CR 123

MCKINNEY, TX

APPROX. 1.13 ACRES



ATTACHMENT I

Address provided is for directional purposes. Solid green area is the mowing area.

4053 AKELA WAY

MCKINNEY, TX

APPROX. 0.213 ACRES



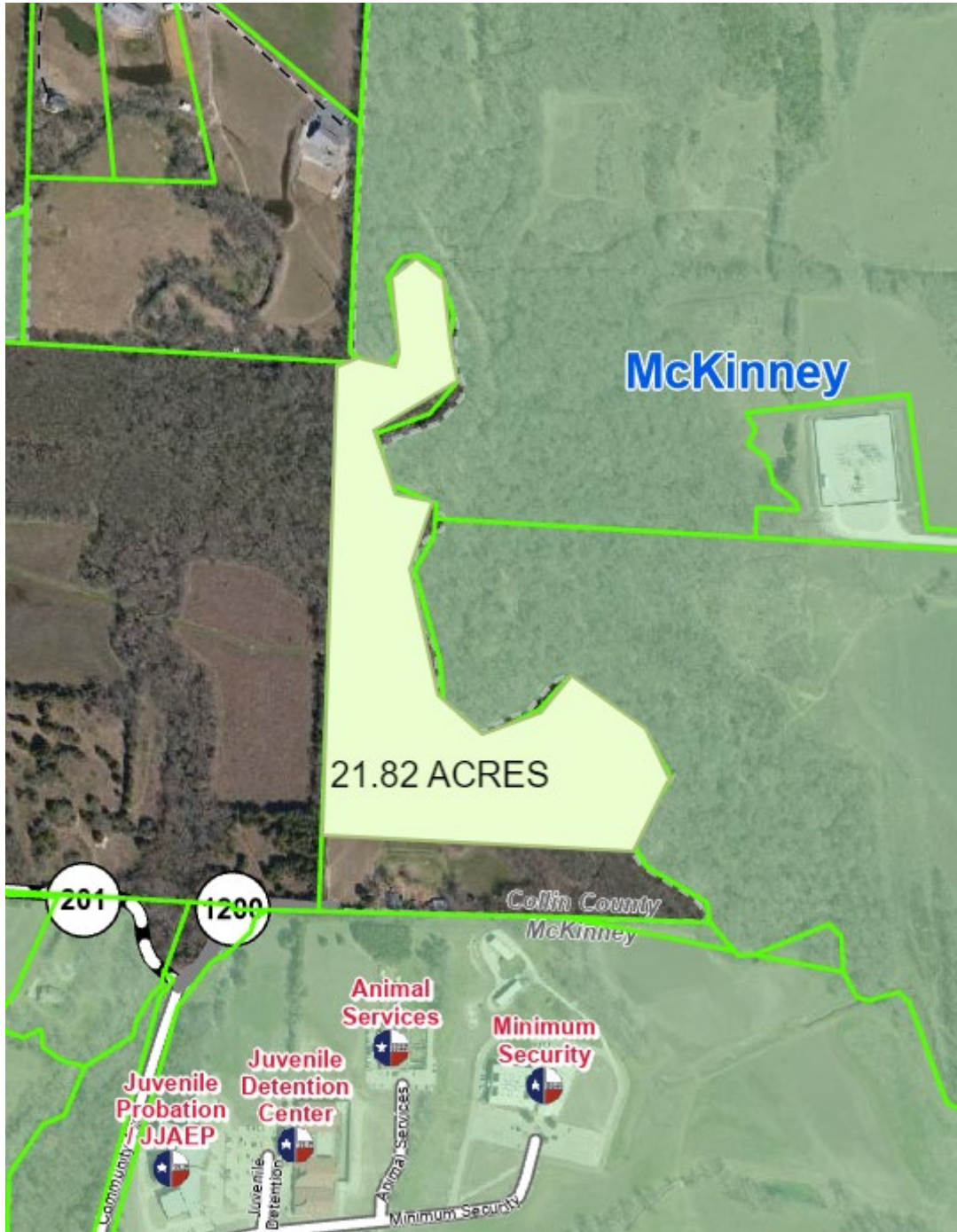
ATTACHMENT J

Address provided is for directional purposes. Solid green area is the mowing area.

800 COUNTY ROAD 1200

MCKINNEY, TX

APPROX. 21.82 ACRES



ATTACHMENT K

Address provided is for directional purposes. Solid green area is the mowing area.

3067 COUNTY ROAD 330

MCKINNEY, TX

APPROX. 3.83 ACRES



Request for Taxpayer Identification Number and Certification

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

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

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

| | | | | | | | | | |
|---------------------------------------|--|--|--|---|--|--|---|--|--|
| Social security number | | | | | | | | | |
| | | | | - | | | - | | |
| or | | | | | | | | | |
| Employer identification number | | | | | | | | | |
| | | | | - | | | | | |

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.

| | | |
|------------------|----------------------------|--------|
| Sign Here | 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.

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.

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.