



# COLLIN COUNTY

Office of the Purchasing Agent  
2300 Bloomdale Road  
Suite 3160  
McKinney, Texas 75071  
[www.collincountytexas.gov](http://www.collincountytexas.gov)

## ADDENDUM NO. TWO (2)

### UNIFORM JEANS

### IFB NO. 2024-235

Effective: August 30, 2024

Change: 3.1 General Requirements as follows:

#### 3.1. GENERAL REQUIREMENTS

The purpose of this bid is to establish an annual contract for Collin County employees wishing to order work jeans online, by an email ordering system, as well as employees wishing to purchase work jeans at a storefront within 30 miles of McKinney, TX. County employees must be able to try on the jeans at this storefront before purchasing, and Collin County would like to use a voucher system and monthly invoicing to pay for the jeans employees purchase under this contract. Vendor must have an option for Collin County employees to purchase jeans online or through an email ordering system off of this contract. The vendor selected must provide good customer support, product availability, account records, and return options for employees purchasing (Line 1) work jeans. Lines 2-15 are exclusively used as an evaluation tool. Line 1 must be provided as a percentage discount off of retail price.

Change: 3.8 Online Ordering Process as follows:

#### 3.8. ONLINE ORDERING PROCESS

Vendor must have an option for Collin County employees to purchase jeans online off of this contract, or by an email ordering process which will be shipped to the ordering department's desired location

Pricing must reflect contract pricing. The Vendor must provide good customer support, reasonable shipping lead times, product availability, account records, and return options for employees.

Please note all other terms, conditions, specifications, drawings, etc. remain unchanged.

Sincerely,  
Michelle Charnoski, NIGP-CPP, CPPB  
Purchasing Agent

mldc

# 1. INTRODUCTION

## 1.1. Summary

This project will provide work jeans for Collin County employees. Collin County is seeking to award a contract for the purchase of uniform work jeans (Line 1) based on percentage off retail cost. Collin County would like to use a voucher system for employee payment in store. County employees must be able to try on the jeans at a storefront location within 30 miles of McKinney, TX before purchasing. Vendor must also have an option for Collin County employees to purchase jeans online off of this contract. When using this voucher system, the County employee will present the signed voucher to the cashier at the time of purchase, and the vendor will bill Collin County's account for each of the employees that bought jeans off of the contract using the voucher.

## 1.2. TIMELINE

Release Project Date: August 13, 2024

Question Submission Deadline: August 29, 2024, ~~12:00am~~5:00pm

Response Submission Deadline: September 5, 2024, 2:00pm

# 2. SPECIAL CONDITIONS AND SPECIFICATIONS

## 2.1. AUTHORIZATION

By order of the Commissioners Court of Collin County, Texas sealed bids will be received for Uniform Jeans.

## 2.2. PURPOSE

The intended use/purpose for this Invitation For Bid:

This project will provide work jeans for Collin County employees. Collin County is seeking to award a contract for the purchase of uniform work jeans (Line 1) based on percentage off retail cost. Collin County would like to use a voucher system for employee payment in store. County employees must be able to try on the jeans at a storefront location within 30 miles of McKinney, TX before purchasing. Vendor must also have an option for Collin County employees to purchase jeans online off of this contract. When using this voucher system, the County employee will present the signed

voucher to the cashier at the time of purchase, and the vendor will bill Collin County's account for each of the employees that bought jeans off of the contract using the voucher.

### 2.3. Term

Provide for an annual contract commencing on the date of the award and continuing for a one (1) year period. Collin County reserves the right to renew this contract under the same terms and conditions for two (2) additional one (1) year terms as it deems in the best interest of the County.

### 2.4. Delivery/Completion/Response Time

Vendor shall place product(s) and/or complete service(s) at the ordering entity's designated location within thirty (30) calendar days.

### 2.5. Delivery Location

Locations for delivery will be stated on each ordering entity's purchase order. Delivery shall be included in the bid price.

### 2.6. 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.

### 2.7. 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.

### 2.8. Price Redetermination

A price redetermination may be considered by Collin County only at the twelve (12) month, and twenty-four (24) month anniversary date 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. 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.

## 2.9. Delivery/Completion/Response Time

Vendor shall place product(s) and/or complete service(s) at the ordering entity's designated location within thirty (30) calendar days for online orders. County employees must be able to try on the jeans at a location within the DFW area before purchasing. Vendor is required to have a storefront location within 30 miles of McKinney, TX.

## 2.10. SAMPLES/DEMOS

When requested, samples/demos shall be furnished to the County at no expense.

## 2.11. APPROXIMATE USAGE

Estimated annual quantity of this contract is 565 pairs of jeans. Approximate usage does not constitute an order, but only implies the probable quantity the County will use. Commodities will be ordered on an as-needed basis.

## 2.12. APPROXIMATE VALUE

Estimated annual value of this contract is \$20,600.00 but varies per year based on usage.

## 2.13. EVALUATION AND AWARD

Award of the contract for the purchase of uniform work jeans (Line 1) shall be made based on percentage off retail price. **All the bids for sample pricing work jean items should include the percentage off retail price listed for that category.** The bid will be evaluated by adding the total of the sample jean items listed for each category; sample lines included in the bid are meant to serve as an evaluation tool only. Bidders shall submit a complete price list of available work jeans with their bid.

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 a primary, secondary and tertiary award of this contract. Collin County will not accept any Minimum Order Requirements (MOQ) from bidders and offered pricing shall not be restricted to any MOQ. Any bid submitted requiring Collin County to receive any minimum quantity or to purchase all of its



requirements or approximated usage from the supplying bidder may be deemed non-responsive to the bid.

### 3. SCOPE OF WORK

#### 3.1. GENERAL REQUIREMENTS

The purpose of this bid is to establish an annual contract for Collin County employees wishing to order work jeans ~~online~~online, by an email ordering system, as well as employees wishing to purchase work jeans at a storefront within 30 miles of McKinney, TX. County employees must be able to try on the jeans at this storefront before purchasing, and Collin County would like to use a voucher system and monthly invoicing to pay for the jeans employees purchase under this contract. Vendor must have an option for Collin County employees to purchase jeans online or through an email ordering system off of this contract. The vendor selected must provide good customer support, product availability, account records, and return options for employees purchasing (Line 1) work jeans. Lines 2-15 are exclusively used as an evaluation tool. Line 1 must be provided as a percentage discount off of retail price.

#### 3.2. CUSTOMER SUPPORT

The vendor shall have a single point of contact for any customer support for all orders placed by the County and its authorized employees.

#### 3.3. PRODUCT AVAILABILITY

1. For evaluation purposes, respondents may be requested to submit product samples for any items contained in this IFB.
2. The County reserves the right to add or delete uniform items or accessories. No products or categories may be added or removed by the vendor without prior authorization.

#### 3.4. SPECIFICATIONS

1. The County or employee may return, for full credit, any unused items received that fail to meet the County's performance standards. Replacement items meeting specifications must be delivered within ten (10) business days after rejection of the non-conforming items by the County.
  1. All approved substitutes will be annotated as such during purchase.

2. Any deviation from these specifications may be considered cause for contract termination.
2. The County may add additional services and/or items not specified in the Specifications.

### 3.5. RETURNS

1. Vendor shall provide applicable credit(s) based upon the original purchase method. If the exchange or return amount is equal to or less than the employee's approved amount, the account shall be credited to reflect adjustments. Items purchased by an employee exceeding the approved amount listed on the voucher will be the responsibility of the employee to handle, and shall not involve County staff.
2. The vendor shall provide applicable credit(s) to the County for all approved purchases, for merchandise returns that meet the following criteria:
  1. Returned merchandise is unused.
  2. There are defects in the clothing.
  3. Merchandise is returned within thirty (30) days.
  4. Credit must be issued within fifteen (15) days.
3. All items returned because of non-compliance with specifications or defects in the clothing will be returned to the vendor. Under no circumstance will the County pay a restocking nor return shipping fee for any returned merchandise.

### 3.6. JEANS SPECIFICATIONS

#### **Percentage off Work Jeans not Listed (Items 1)**

- Percentage discount off retail price for all work jeans (Line 15). This will be the awarded line. All other line items are for evaluation only.

#### **Wrangler Cowboy Cut Rigid Slim Fit Jean (Item 2)**

- Wrangler Product No. 0936DEN
- 100% Cotton Heavyweight Denim, 14.75 Oz.
- Tapered Leg, Slim Fit

- Color: Rigid Indigo
- Front Closure: Zip-Fly with Button Closure

**Wrangler Rigid Cowboy Cut Original Fit Jean (Items 3-4)**

- Wrangler Product No. 0013MWZ
- 100% Cotton Heavyweight Denim, 14.75 Oz.
- Tapered Leg, Original Fit
- Color: Rigid Indigo
- Front Closure: Zip-Fly with Button Closure

**Wrangler Rigid Cowboy Cut Original Fit Pre-Washed Jean (Items 5-6)**

- Wrangler Product No. 13MWZPW
- 100% Cotton Heavyweight Denim, 14.75 Oz.
- Tapered Leg, Original Fit
- Color: Pre-washed Indigo
- Front Closure: Zip-Fly with Button Closure

**Wrangler Rigid Cowboy Cut Relaxed Fit Jean (Items 7-8)**

- Wrangler Product No. 31MWZDN
- 100% Cotton Heavyweight Denim, 14.75 Oz.
- Tapered Leg, Relaxed Fit
- Color: Rigid Indigo
- Front Closure: Zip-Fly with Button Closure

**Wrangler Relaxed Fit Jean (Items 9-10)**

- Wrangler Product No. 31MWZPW
- 100% Cotton Heavyweight Denim, 14.75 Oz.
- Tapered Leg, Relaxed Fit
- Color: Pre-washed Indigo
- Front Closure: Zip-Fly with Button Closure

#### **Wrangler Blues Relaxed Fit Jean (Items 11-12)**

- Wrangler Product No. WB101AD
- 100% Cotton Denim, 14.5 Oz.
- Tapered Leg, Relaxed Fit
- Color: Antique Indigo
- Front Closure: Zip-Fly with Button Closure

#### **Wrangler Relaxed Fit Jean (Item 13)**

- Wrangler Product No. 31MWZGK
- 100% Cotton Heavyweight Denim, 14.75 Oz.
- Tapered Leg, Relaxed Fit
- Color: Pre-washed Indigo
- Front Closure: Zip-Fly with Button Closure

#### **Ariat Rebar M4 Relaxed DuraStretch Basic Boot Cut Jean (Items 14-15)**

- Ariat Rebar Product No. 10016221
- DuraStretch Denim: 67% Cotton, 32% Polyester, 1% Spandex
- Boot Cut, Relaxed Fit
- Knife/Carpenter Pocket
- Color: Carbine or Blue Haze
- Front Closure: Zip-Fly with Button Closure

### **3.7. CATALOG DISCOUNT PRICING**

For line item 1, the vendor shall provide fixed discount percentage off retail price for all listed manufacturer brands carried and/or added to their product catalog/website. All items accessible from the website shall honor this discount pricing at checkout. All other line items (Lines 2-15) are for evaluation purposes only.

### **3.8. ONLINE ORDERING PROCESS**

Vendor must have an option for Collin County employees to purchase jeans online off of this ~~contract~~ contract, or by an email ordering process which will be shipped to the ordering department's desired location . Pricing must reflect contract pricing. The Vendor must provide good



customer support, reasonable shipping lead times, product availability, account records, and return options for employees.

### 3.9. VOUCHER AND PAYMENT SYSTEM

Collin County employees will present a voucher to the cashier or customer support representative at the awarded vendor's storefront location. The voucher will have the percentage discount off retail price, employee spending limits and Purchase Order number listed on the voucher. The cashier will then charge Collin County's account for the purchase, and the vendor will email a copy of the invoice to both the Accounts Payable department and the Purchasing Department. The invoice will then be fulfilled by this purchase order in accordance with the Texas Government Code Chapter 2251 Prompt Payment Act.

### 3.10. ACCOUNTING PROCEDURES

1. The system must accept purchase order(s) for payment. In addition:
  1. Invoices and credit memos must be available upon request.
  2. Credit memos must reference the original invoice number.
  3. All invoices and credit memos must be emailed to County designee.
  4. The contractor shall provide a detailed report with each invoice which must include but not be limited to the data fields listed below. Reports should be provided to all County designees.
    1. Employee Name
    2. Order Number
    3. Purchase order number
    4. Product Model Number
    5. Product Description
    6. Size
    7. Purchase Date
    8. Quantity
    9. List Price (if not included in line items 1-14)
    10. Percentage Off (if not included in line items 1-14)
    11. Net Unit Cost
    12. Total Invoice Amount

### 3.11. RIGHT TO AUDIT

The vendors shall establish and maintain a reasonable accounting system, which enables ready identification of the contractor's cost of goods and use of funds. Such accounting system must also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of the contract. The County or its designee must have access to such books, records, subcontracts, financial operations, and documents of the vendor, as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the contractor's place of business. This right to audit must include the vendor's subcontractors used to procure goods under the contract with the County. The vendor shall ensure the County has these same rights with subcontractors and suppliers.

## 4. PRICING TABLE

### PERCENTAGE OFF LINE

This is the Line Item Proposed for Award.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Discount (%)	Total
<b>Line Item Proposed for Award</b>						
1	Percentage off Retail Price for Work Jeans	1	Percentage			
<b>TOTAL</b>						

### SAMPLE ITEMS TABLE

Used for Evaluating the Percentage off Line

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
<b>For Evaluation Purposes Only</b>					
2	For Evaluation Purposes Only: Wrangler Cowboy Cut Rigid Slim Fit Jean, Wrangler Part No. 936DEN, Waist 27-42, Length 30-40 (or Collin County approved equivalent)	55	Each		
3	For Evaluation Purposes Only: Wrangler Rigid Cowboy Cut Original Fit Jean, Wrangler Part No. 13MWZ, Waist 28-48, Length 30-38 (or Collin County approved equivalent)	45	Each		
4	For Evaluation Purposes Only: Wrangler Rigid Cowboy Cut Original Fit Jean, Wrangler Part No. 13MWZ, Waist 44-54, Length 32-34 (or Collin County approved equivalent)	15	Each		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
5	For Evaluation Purposes Only: Wrangler Cowboy Cut Original Fit Pre-Washed Jean, Wrangler Part No. 13MWZPW, Waist 28-48, Length 30-38 (or Collin County approved equivalent)	45	Each		
6	For Evaluation Purposes Only: Wrangler Cowboy Cut Original Fit Pre-Washed Jean, Wrangler Part No. 13MWZPW, Waist 44-54, Length 32-34 (or Collin County approved equivalent)	10	Each		
7	For Evaluation Purposes Only: Wrangler Rigid Cowboy Cut Relaxed Fit Jean, Wrangler Part No. 31MWZDN, Waist 28-48, Length 30-38 (or Collin County approved equivalent)	45	Each		
8	For Evaluation Purposes Only: Wrangler Rigid Cowboy Cut Relaxed Fit Jean, Wrangler Part No. 31MWZDN, Waist 44-54, Length 30-34 (or Collin County approved equivalent)	10	Each		
9	For Evaluation Purposes Only: Wrangler Relaxed Fit Jean, Wrangler Part No. 31MWZPW, Waist 28-48, Length 30-38 (or Collin County approved equivalent)	45	Each		
10	For Evaluation Purposes Only: Wrangler Relaxed Fit Jean, Wrangler Part No. 31MWZPW, Waist 44-54, Length 30-34 (or Collin County approved equivalent)	10	Each		
11	For Evaluation Purposes Only: Wrangler Blues Relaxed Fit Jean, Wrangler Part No. WB101AD, Antique Indigo, Size 4-20, (or Collin County approved equivalent)	15	Each		
12	For Evaluation Purposes Only: Wrangler Blues Relaxed Fit Jean, Wrangler Part No. WB101AD, Antique Indigo, Size 22-30, (or Collin County approved equivalent)	5	Each		
13	For Evaluation Purposes Only: Wrangler Cowboy Cut Relaxed Fit Jean, Wrangler Part No. 31MWZGK, Stonewash, Waist 29-48, Length 30-38 (or Collin County approved equivalent)	120	Each		
14	For Evaluation Purposes Only: Ariat Rebar M4 Relaxed DuraStretch Basic Boot Cut Jean, Ariat Rebar Part No. 10016221, Waist 28-42, Length 30-38 (or Collin County Approved Equivalent)	100	Each		
15	For Evaluation Purposes Only: Ariat Rebar M4 Relaxed DuraStretch Basic Boot Cut Jean, Ariat Rebar Part No. 10016221, Waist 44-50, Length 30-38 (or Collin County Approved Equivalent)	35	Each		

**TOTAL**

## 5. 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. Company Profile

### 1.1. Is your firm?\*

Choose One:

Sole Proprietorship

Partnership

Corporation

\*Response required

A rectangular form with a border. On the right side, there are three radio buttons, each with a small triangle next to it, corresponding to the options: Sole Proprietorship, Partnership, and Corporation.

### 1.2. List Legal Names in Company\*

\*Response required

## 2. Vendor Responses

### 2.1. 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

### 2.2. Exceptions/Substitutions\*

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

☐ Please confirm

\*Response required

### 2.3. 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.

A rectangular form with a border. On the right side, there are three radio buttons, each with a small triangle next to it, corresponding to the options: Sole Proprietorship, Partnership, and Corporation.

\*Response required

### 2.4. 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

2.5. 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

2.6. 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

2.7. 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

2.8. 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

#### 2.9. 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

#### 2.10. 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.



\*Response required

#### 2.11. 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

2.12. 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

2.13. 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

2.14. 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

2.15. 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

#### 2.16. 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

#### 2.17. 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

#### 2.18. 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 upload your response*

\*Response required

#### 2.19. W-9\*

Please provide a copy of your W-9. Please see attachments for a copy.

*Please upload your response*

\*Response required

#### 2.20. Information Regarding the Conflict of Interest Questionnaire

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:**

**Public Works:**

Jon Kleinheksel – Director of Public Works

Tammi Benners – Office Coordinator

Tina Chandler - Administrative Secretary

**Facilities:**

Rick Monk – Director of Facilities

Laszlo Vadasz – Superintendent Facilities

Katie Elder – Office Coordinator

**Purchasing:**

Michelle Charnoski, NIGP-CPP, CPPB – Purchasing Agent

Marci Chrismon, CPPB – Assistant Purchasing Agent

Sarah Haynes – 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

Download the document from the attachments, complete, and upload if applicable.

*Please upload your response*

**2.21. Shipping Policy\***

For online orders, please provide your company's shipping policy and pricing. Please state shipping costs to a Collin County facility, either 700A Wilmeth Rd, McKinney, TX 75069 or 4600 Community Ave, McKinney, TX 75071.

\*Response required

**2.22. Additional Documentation\***

Please Submit Additional Documents, Including Full List of Pricing, Here.

*Please upload your response*

\*Response required

**2.23. 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

## 6. GENERAL INSTRUCTIONS

### DEFINITIONS

1. *Bidder: refers to submitter.*
2. *Vendor/Contractor/Provider: refers to a Successful Bidder/Contractor/Service Provider.*
3. *Submittal: refers to those documents required to be submitted to Collin County, by a Bidder.*
4. *IFB: refers to Invitation for Bid.*

### GENERAL INSTRUCTIONS

1. If Bidder does not wish to submit an offer at this time, please submit a No Bid.
2. Awards shall be made not more than ninety (90) days after the time set for opening of Submittals.

3. Collin County is always conscious and extremely appreciative of your time and effort in preparing your Submittal.
4. 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.
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.
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.
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.
8. Submittals via email, oral, telegraphic or telephonic will not be accepted. IFBs may be submitted in electronic format via <https://procurement.opengov.com/portal/collincountytx/projects/100295>.
9. 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.
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.

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.
12. Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.
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 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.
14. All materials and services shall be subject to Collin County approval.
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.
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.
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.
18. 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.

19. Vendor shall bear any/all costs associated with its preparation of an IFB.
20. 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.
21. The Bidder shall comply with Commissioners Court Order No. 2004-167-03-11, County Logo Policy.
22. 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.
23. 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.

24. 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.

## 7. TERMS OF CONTRACT

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. 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.
3. No public official shall have interest in the contract, in accordance with Local Government Code Title 5, Subtitle C, Chapter 171.
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.
5. Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.
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.
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.
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.

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.
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.
11. 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 56<sup>th</sup> 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 56<sup>th</sup> Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).
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.
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.
14. Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.
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.
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.
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.

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:
  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.
19. Payment will be made in accordance with Government Code, Title 10, Subtitle F, Chapter 2251.
20. All warranties shall be stated as required in the Uniform Commercial Code.
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.
22. The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.
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.
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.
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.
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.

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.
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.
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.
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.
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.

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.
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.
34. 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.
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.
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.



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.
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.