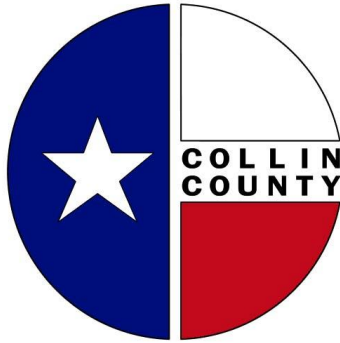




Collin County, TX

INVITATION FOR BID

2025-093

ROAD STRIPING AND PAVEMENT MARKING MATERIALS

RELEASE DATE: February 18, 2025

RESPONSE DEADLINE: March 13, 2025, 2:00 pm

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

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Attachments:

A - Legal Notice

B - CIQ Form

C - W9

1. INTRODUCTION

1.1. SUMMARY

The intended purpose for this Invitation for Bid is to provide the specifications for striping of roads for Collin County. Bidder shall furnish equipment, material and labor for the layout and installation of the reflective paint pavement markings (paint striping) for Collin County roads.

Bidders are not required to bid on all types of pavement markings included in this solicitation, however bidders are required to bid the removal of pavement markings if bidding on any Thermoplastic, Paint, or MMA markings. For the purposes of this contract, rural long-line work will be defined as work to be performed on roadways with two-lane typical sections, flush shoulders, and limited overall right-of-way in largely undeveloped areas. Bidders who bid long-line pavement markings are required to bid the corresponding hand work section for that type of marking (i.e., Thermoplastic or Paint). Bidders of long-line markings for City work may optionally bid on rural long-line work.

1.2. TIMELINE

Release Project Date:	February 18, 2025
Question Submission Deadline:	March 6, 2025, 12:00pm
Response Submission Deadline:	March 13, 2025, 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 Road Striping and Pavement Marking Materials.

2.2. PURPOSE

The intended use/purpose for this Invitation For Bid:

The intended purpose for this Invitation for Bid is to provide the specifications for striping of roads for Collin County. Bidder shall furnish equipment, material and labor for the layout and installation of the reflective paint pavement markings (paint striping) for Collin County roads.

Bidders are not required to bid on all types of pavement markings included in this solicitation, however bidders are required to bid the removal of pavement markings if bidding on any Thermoplastic, Paint, or MMA markings. For the purposes of this contract, rural long-line work will be defined as work to be performed on roadways with two-lane typical sections, flush shoulders, and limited overall right-of-way in largely undeveloped areas. Bidders who bid long-line pavement markings are required to bid the corresponding hand work section for that type of marking (i.e., Thermoplastic or Paint). Bidders of long-line markings for City work may optionally bid on rural long-line work.

2.3. TERM

Provide for a one (1) year term contract commencing on the date of award and with the option to renew for an additional four (4) one (1) year terms.

2.4. 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.

2.5. 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.

2.6. PRICE REDETERMINATION

A price redetermination may be considered by Collin County only at the twelve (12) month intervals of the anniversary date of this contract. All requests for price redetermination shall be in written form and shall include supporting documentation necessary to support the redetermination request 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 at anniversary date, such as direct cost, labor, materials, and/or delivery costs may be considered at the County's discretion. 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.

This request and documentation must be received at the office of the Purchasing Agent no later than sixty (60) days before the anniversary date. Should a contractor fail to submit the request and supporting documentation to the proper location sixty (60) days before the anniversary date, contractor shall be deemed to have waived its right to any redetermination in price.

2.6.1 The anniversary date will be one (1) year from the date of award. The 'base' month for determining adjustments will be the sixth (6th) month prior to the anniversary date of the contract. The base month is fixed and will not be adjusted year to year. The adjustments will be based on the difference in the base month for each applicable year and will become effective on the first day of the anniversary month. If the contract allows for an adjustment after the first year, it would be based on documented pricing adjustments at the sixth month period compared to the same month of the prior year.

2.7. MOBILIZATION/RESPONSE TIME

Collin County shall provide the successful vendor with a valid Purchase Order. Upon receipt of this Purchase Order, the vendor shall commence services at the County's designated location(s) with fourteen (14) calendar days.

Under favorable weather conditions, vendor shall complete eight (8) to ten (10) miles of road striping per day. In cases of restriping, vendor is expected to install either permanent or temporary markings to replace any markings removed on a given workday. In cases of new striping, vendor shall install permanent markings to cover any surface preparation performed on a given workday. Vendor shall notify Collin County Public Works Supervisor the following:

- 1) the date/time when work will begin and roads to be completed and,
- 2) the date/time a road is completed so that work can be inspected.

2.8. TESTING

Testing may be performed at the request of Collin County, by an agent so designated by the County, without expense to Collin County or the Collin County Governmental Purchasers Forum.

2.9. SAMPLES/DEMOS

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

2.10. APPROXIMATE USAGE

Estimated annual quantity of this contract is 210 +/- miles. 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.

2.11. APPROXIMATE VALUE

Estimated annual value of this contract is \$500,000.00 but varies per year based on usage.

2.12. EVALUATION AND AWARD

Award of this contract shall be made to the responsive bidder who submits the lowest and best bid meeting specifications. 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 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.

2.13. CONFORMANCE

Pavement markings or markers installation for Collin County shall be in conformance with current TxDOT requirements unless otherwise directed by the agency. Bidder shall furnish equipment, material and labor for the layout and installation of the pavement markings and/or reflectorized pavement markers for roadways maintained by or under the authority of Collin County, as applicable.

2.14. COMMUNICATION

The successful bidder shall provide the Collin County Public Works Supervisor no less than 24 hours' notice of their intent to be on-site performing work under this contract. If a project is anticipated to last multiple days, the successful bidder will be required to inform the County primary contact at the start of each working day that they will be performing work. Additionally, the successful bidder will be required to notify the Collin County Public Works Supervisor if they must cancel a planned workday.

2.15. EQUIPMENT/MATERIALS

The successful bidder shall provide all equipment, materials, and traffic control necessary, and shall use a crew experienced in the work of installing such pavement markings on roadway surfaces.

2.16. REMOVAL OF EXISTING PAVEMENT MARKINGS

Removal of existing pavement markings shall be paid separately from the installation of pavement markings. Removal of markings shall be performed in accordance with TxDOT Item 677. Grinding as a method of removal of existing pavement markings where new markings are not to be applied will not be allowed without the approval of Collin County Public Works Supervisor. Contractor will be responsible for cost of restoring and/or replacing of any pavement damaged as a result of grinding without written approval.

2.17. SURFACE CLEANING

The surface to receive the pavement markings shall be thoroughly cleaned of all dirt, organic growth, loose rocks or other materials that will prevent adhesion of the final marking material and/or pavement marker(s) to the roadway surface. Refer to TxDOT Item 678 for pavement surface preparation for markings or pavement markers. Cost of surface preparation shall be subsidiary to the Bid Price for pavement markings or pavement markers.

2.18. SEALER

Prior to application of Thermoplastic (Type I) pavement markings, apply sealer to pavement surfaces in accordance with TxDOT Item 666. Type II (Paint) markings of matching color may be substituted for sealer compound at the Contractor's option, for no additional cost to the City. Cost of surface preparation, including sealer, shall be included in the bid price for Thermoplastic (Type I) markings.

2.19. THERMOPLASTIC (TYPE I MARKINGS)

60 mil thickness, spray type to be used for pavement markings shall be in accordance with TxDOT Departmental Material Specification DMS 8220. Refer to TxDOT Item 666 for performance, installation, and material requirements.

2.20. PAINT (TYPE II MARKINGS)

Paint type to be used for pavement markings shall be in accordance with TxDOT Departmental Material Specification DMS 8200. Paint designations are WPT – 12 for white paint and YPT – 12 for yellow paint. Refer to TxDOT Item 666 for performance, installation, and material requirements.

2.21. METHYL METHACRYLATE (MMA) MARKINGS

40 mil thickness. Material shall be Roadzilla two-component traffic marking paint or County approved equal. MMA markings shall be applied in a manner consistent with TxDOT Item 666 as applicable. MMA markings shall be applied over existing markings or as otherwise directed by the Collin County Public Works Supervisor. MMA pavement markings shall not be applied if the pavement temperature is below 35 degrees F or above 135 degrees F. Glass beads shall be applied to MMA pavement markings at a rate of no less than 12 pounds per 100 square feet of markings applied. Glass beads shall be Swarco Megalux with T-13 coating (or City/county approved equal).

2.22. DEVIATION RATE

The deviation rate in alignment of new markings shall not exceed one (1) inch per 200 feet of roadway. The maximum deviation in alignment from the established markings shall not exceed two (2) inches, nor shall any deviation be abrupt.

2.23. TEMPORARY PILOT MARKINGS

When deemed necessary by the County, the vendor, at his expense, shall place any temporary pilot markings required to facilitate the placement of the permanent markings in the alignment specified. Any and all additional markings placed on the roadway for alignment purposes shall be temporary in nature and shall not establish a permanent marking on roadway. Pilot markings which are visible following the application of final markings shall be removed by hydroblasting within 30 days of final marking placement.

2.24. PAINTED MARKING MATERIAL

The rate for marking material shall be sixteen (16) to eighteen (18) gallons per mile of solid four-inch (4") line, and thirty-two (32) to thirty-six (36) gallons per mile for solid, eight-inch (8") line.

2.25. MARKINGS

All markings placed shall have uniform and distinctive retro-reflective characteristics. Type III Large Gradation Texas Specification beads shall be applied to the paint marking at a rate sufficient to achieve uniform and distinctive retro-reflective characteristics. Under no circumstances shall the bead application rate be less than ten (10) pounds of beads per gallon of paint applied to the road surface. Striper speed shall not exceed ten (10) mph during application to prevent the beads from "rolling" in the paint film. Beaders will be checked to ensure proper flow of application. The City may require conversion to gravity flow beaders (if not in use) to obtain optimum bead application.

2.26. EQUIPMENT

A. The equipment used for street striping should have the following capabilities:

1. The equipment shall be capable of placing one four inch (4") broken line with either one (1) or two (2) continuous lines at the same time.
2. The equipment used to place pavement markings shall have an automatic cut-off device with manual operating capabilities to provide clean, square marking ends, and to provide a method of applying broken line in an approximate stripe-to-gap ratio of 10 to 30. The length of the paint shall not be less than 10 feet or more than 10.5 feet. The total length of any stripe-gap cycle shall not be less than 39.5 feet or more than 45.5 feet in variance from one cycle to the next, nor shall the average total length of a cycle for a road mile of broken line exceed 41 feet or be less than 39.5 feet.
3. The equipment shall be capable of placing lines of clean edges and of uniform cross-section. All lines shall have a tolerance of plus or minus 1/8" per four-inch (4") width.
4. The equipment shall be equipped with bead dispensers, one for each paint spray gun, and so placed on the equipment that beads are applied to the paint instantly as the marking is being placed on the roadway surface. The bead dispensers shall be designed and aligned so beads are

applied uniformly to the entire surface of the markings. The bead dispensers shall be equipped with automatic cut-off controls, synchronized with the cut-off of the marking equipment.

2.27. LONG-LINE OPERATIONS REQUIREMENTS

Pavement markings to be placed using long-line (truck-mounted) method shall be subject to the following requirements:

1. At no time shall any pavement section remain “naked” for more than 6 hours. Temporary “tab” markers shall be placed immediately following removal of existing markings unless permanent markings are to be installed within this 6-hour window. In no event shall a roadway segment remain “naked” overnight unless specifically approved in advance by the Collin County Public Works Supervisor or designee, as applicable.
2. If permanent markings are to be installed within 6 hours of removal of existing markings, temporary traffic control devices (cones, vertical panels, etc.) shall be used to delineate travel lanes until permanent markings are applied.
3. Hand-work items to be installed in conjunction with long-line items under a single work order shall be placed no more than 7 calendar-days following application of long-line pavement markings.

2.28. REFLECTORIZED PAVEMENT MARKERS/BUTTONS

Pavement markers shall be in accordance with TxDOT DMS – 4200 or County approved equal. Traffic Buttons shall be in accordance with TxDOT DMS – 4300 or County approved equal. Refer to TxDOT Item 672 for performance, installation, and material requirements.

2.29. EPOXY ADHESIVES FOR PAVEMENT MARKERS/BUTTONS

Adhesives for concrete surfaces shall be in accordance with TxDOT DMS – 6100 or County approved equal and shall be in accordance with DMS – 6130 or County approved equal for asphalt surfaces. Epoxy adhesive used on concrete pavement shall be grey in color. Epoxy adhesive shall be cleaned from the upper surfaces any RPM or traffic button applied. The County reserves the right to reject RPMs or traffic buttons with excessive epoxy on the upper surfaces.

2.30. BARRICADE REQUIREMENTS

Contractor is responsible for barricading and temporary traffic control as per TMUTCD. Cost of barricading and temporary traffic control shall be subsidiary to the various items.

2.31. INSTALLATION

1. Pavement markings shall be installed in locations as directed by County Public Works Supervisor. Contractor shall meet with an authorized representative or his/her designee from Collin County in the field to confirm layout.
2. The markings and/or markers shall be applied in accordance with the manufacturer's installation instructions. Marking configurations shall be in accordance with the Texas Manual Uniform Traffic Control Devices (TMUTCD) and the direction of the Collin County Public Works Supervisor.
3. When markings are specified in the contract for newly paved asphalt concrete surfaces, they shall be applied before public traffic is allowed on the freshly paved surface. Preferably, the markings should be inlaid in the fresh surface during final rolling of the mat, but in any case, they shall be applied before the close of the shift on the day which the surface is paved. These markings can also be overlaid on existing pavement surfaces in accordance with the manufacturer's installation instructions.

2.32. CONTRACT UNIT AND BASIS FOR PAYMENT

1. Linear pavement markings will be measured in linear feet for the type and width specified on the bid form. The cost of broken linear striping will be paid by the gross distance of such striping, not the distance of marking material applied.
2. ARROW, WORD, or SYMBOL pavement markings will be paid for per each arrow, word, or symbol marking complete in place.
3. Payment for the work specified herein will be made on the pertinent Purchase Order, after completion and acceptance of required paperwork, at the unit prices specified in the pricing schedule. No additional fees are allowed. Invoices must be fully documented as to labor and materials provided and must reference the Collin County Purchase Order number. No payment shall be made on invoices not having the proper inspection forms with the signature of the Collin County Inspector and the signature of the vendor attached.

3. 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.

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

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

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

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

- iii. **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
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- 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.

4. PRICING TABLE

SECTION I. THERMOPLASTIC (TYPE I) PAVEMENT MARKINGS (60 MIL) (HAND WORK)

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1.1	4" Broken, White	1	LF		
1.2	4" Solid, White	1	LF		
1.3	6" Broken, White	1	LF		
1.4	6" Solid, White	1	LF		
1.5	8" Broken, White	1	LF		
1.6	8" Solid, White	1	LF		
1.7	12" Solid, White	1	LF		
1.8	18" Solid, White	1	LF		
1.9	24" Solid, White	1	LF		
1.10	Arrow (White, Single)	1	EA		
1.11	Arrow (White, Combo)	1	EA		
1.12	Yield Triangle (Symbol) (18" x 24")	1	EA		
1.13	Yield Triangle (Symbol) (24" x 36")	1	EA		
1.14	Word (White)	1	EA		
1.15	Symbol (White)	1	EA		
1.16	4" Broken, Yellow	1	LF		
1.17	4" Solid, Yellow	1	LF		
1.18	8" Solid, Yellow	1	LF		
1.19	12" Solid, Yellow	1	LF		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1.20	24" Solid, Yellow	1	LF		
1.21	4" Shadow, Black	1	LF		
1.22	6" Shadow, Black	1	LF		
1.23	Preformed In-Lane (TRANS) Rumble Strip	1	LF		
TOTAL					

SECTION II. THERMOPLASTIC (TYPE I) PAVEMENT MARKINGS (60 MIL) (LONG-LINE) (CITY)

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2.1	4" Broken, White	1	LF		
2.2	4" Solid, White	1	LF		
2.3	6" Broken, White	1	LF		
2.4	6" Solid, White	1	LF		
2.5	8" Broken, White	1	LF		
2.6	8" Solid, White	1	LF		
2.7	4" Broken, Yellow	1	LF		
2.8	4" Solid, Yellow	1	LF		
2.9	8" Solid, Yellow	1	LF		
2.10	4" Shadow, Black	1	LF		
2.11	6" Shadow, Black	1	LF		
TOTAL					

SECTION III. THERMOPLASTIC (TYPE I) PAVEMENT MARKINGS (60 MIL) (LONG-LINE) (RURAL)

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
3.1	4" Broken, White	1	LF		
3.2	4" Solid, White	1	LF		
3.3	4" Broken, Yellow	1	LF		
3.4	4" Solid, Yellow	1	LF		
TOTAL					

SECTION IV. PAINT (TYPE II) PAVEMENT MARKINGS (HAND WORK)

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
4.1	4" Broken, White	1	LF		
4.2	4" Solid, White	1	LF		
4.3	6" Broken, White	1	LF		
4.4	6" Solid, White	1	LF		
4.5	8" Broken, White	1	LF		
4.6	8" Solid, White	1	LF		
4.7	12" Solid, White	1	LF		
4.8	18" Solid, White	1	LF		
4.9	24" Solid, White	1	LF		
4.10	Arrow (White, Single)	1	EA		
4.11	Arrow (White, Combo)	1	EA		
4.12	Yield Triangle (Symbol) (18" x 24")	1	EA		
4.13	Yield Triangle (Symbol) (24" x 36")	1	EA		
4.14	Word (White)	1	EA		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
4.15	Symbol (White)	1	EA		
4.16	Stenciled Lettering (Parking Space)	1	EA		
4.17	4" Broken, Yellow	1	LF		
4.18	4" Solid, Yellow	1	LF		
4.19	8" Solid, Yellow	1	LF		
4.20	12" Solid, Yellow	1	LF		
4.21	24" Solid, Yellow	1	LF		
4.22	4" Shadow, Black	1	LF		
4.23	6" Shadow, Black	1	LF		
4.24	6" Red w/ White Letters (Fire Lane)	1	EA		
4.25	12" Red w/ White Letters (Fire Lane Curb)	1	EA		
4.26	Handicap Pad (6'x6' Max. Blue w/ White Symbol)	1	EA		
TOTAL					

SECTION V. PAINT (TYPE II) PAVEMENT MARKINGS (LONG-LINE) (CITY)

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
5.1	4" Broken, White	1	LF		
5.2	4" Solid, White	1	LF		
5.3	6" Broken, White	1	LF		
5.4	6" Solid, White	1	LF		
5.5	8" Broken, White	1	LF		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
5.6	8" Solid, White	1	LF		
5.7	4" Broken, Yellow	1	LF		
5.8	4" Solid, Yellow	1	LF		
5.9	8" Solid, Yellow	1	LF		
5.10	4" Shadow, Black	1	LF		
5.11	6" Shadow, Black	1	LF		
TOTAL					

SECTION VI. PAINT (TYPE II) PAVEMENT MARKINGS (LONG-LINE) (RURAL)

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
6.1	4" Broken, White	1	LF		
6.2	4" Solid, White	1	LF		
6.3	4" Broken, Yellow	1	LF		
6.4	4" Solid, Yellow	1	LF		
TOTAL					

SECTION VII. METHYL METHACRYLATE (MMA) PAVEMENT MARKINGS (HAND WORK)

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
7.1	4" Broken, White	1	LF		
7.2	4" Solid, White	1	LF		
7.3	6" Broken, White	1	LF		
7.4	6" Solid, White	1	LF		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
7.5	8" Broken, White	1	LF		
7.6	8" Solid, White	1	LF		
7.7	12" Solid, White	1	LF		
7.8	18" Solid, White	1	LF		
7.9	24" Solid, White	1	LF		
7.10	Arrow (White, Single)	1	EA		
7.11	Arrow (White, Combo)	1	EA		
7.12	Yield Triangle (Symbol) (18" x 24")	1	EA		
7.13	Yield Triangle (Symbol) (24" x 36")	1	EA		
7.14	Word (White)	1	EA		
7.15	Symbol (White)	1	EA		
7.16	4" Broken, Yellow	1	LF		
7.17	4" Solid, Yellow	1	LF		
7.18	8" Solid, Yellow	1	LF		
7.19	12" Solid, Yellow	1	LF		
7.20	24" Solid, Yellow	1	LF		
TOTAL					

SECTION VIII. REMOVAL OF PAVEMENT MARKINGS MARKERS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
8.1	4" Line, Broken	1	LF		
8.2	4" Line, Solid	1	LF		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
8.3	6" Line	1	LF		
8.4	8" Line	1	LF		
8.5	10" Line	1	LF		
8.6	12" Line	1	LF		
8.7	18" Line	1	LF		
8.8	24" Line	1	LF		
8.9	Arrow	1	EA		
8.10	Word	1	EA		
8.11	Symbol	1	EA		
8.12	Miscellaneous Markings	1	EA		
8.13	Traffic Button / RPM	1	EA		
TOTAL					

SECTION IX. REFLECTIVE PAVEMENT MARKERS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
9.1	Type I-A, 1-Way Amber Refl Pvmt Marker	1	EA		
9.2	Type I-C, 1-Way Clear Refl Pvmt Marker	1	EA		
9.3	Type II-A-A, 2-Way Amber Refl Pvmt Marker	1	EA		
9.4	Type II-A-R, 2-Way Amber / Red Refl Pvmt Marker	1	EA		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
9.5	Type II-C-R, 2-Way Clear / Red Refl Pvmt Marker	1	EA		
9.6	Type II-B-B, 2-Way Blue Refl Pvmt Marker	1	EA		
9.7	Traffic Button, Non-reflective, Round (Type W)	1	EA		
9.8	Traffic Button, Non-Reflective, Round (Type Y)	1	EA		
TOTAL					

5. GENERAL INSTRUCTIONS

5.1. 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.

5.2. GENERAL INSTRUCTIONS

- 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/collincountytx/projects/138272>.
- 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.
- N. 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.
- O. All materials and services shall be subject to Collin County approval.
- P. 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.
- Q. Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.
- R. 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.

- S. 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.
- T. Collin County may request documentation and other information sufficient to determine Bidder's ability to meet these minimum standards listed above.
- U. Vendor shall bear any/all costs associated with its preparation of an IFB.
- V. 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.
- W. The Bidder shall comply with Commissioners Court Order No. 2004-167-03-11, County Logo Policy.
- X. 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.
- Y. 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.
- Z. 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.
- AA. 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.

6. TERMS OF CONTRACT

6.1. 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 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:
 - L. 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).
 - M. 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).
- N. 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.
- O. 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.
- P. Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.

- Q. 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.
- R. 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.
- S. 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.
- T. 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.
 4. Payment will be made in accordance with Government Code, Title 10, Subtitle F, Chapter 2251.
- U. All warranties shall be stated as required in the Uniform Commercial Code.
- V. 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.
- W. The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.
- X. 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.
- Y. 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.
- Z. 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.

- AA. 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.
- BB. 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.
- CC. 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.
- DD. 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.
- EE. 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.
- FF. 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.

GG. 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.

HH. 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.

II. 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.

JJ. 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.

KK. 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.

LL. 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.

MM. 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.

7. 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. *Exceptions**

If you take any exceptions to the specifications, you must submit the exception/s as a Question via the public 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.

☐ Please confirm

*Response required

1.2. *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

1.3. *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.

*Response required

1.4. *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

1.5. 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

1.6. 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

1.7. 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

1.8. 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

1.9. 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

1.10. 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).

- 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

1.11. 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.

☐ Please confirm

*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. W-9*

Please download the W-9 attachment, complete, and upload.

*Response required

1.20. 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:

Jon Kleinheksel - Public Works Director

Dayne Shepherd - Assistant Director of Public Works

Wayne Anderson - Road & Bridge Superintendent

Denton Sturdivan - Road & Bridge Superintendent

Purchasing:

Michelle Charnoski, NIGP-CPP, CPPB – Purchasing Agent

Marci Chrismon, CPPB – Assistant Purchasing Agent

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

If applicable, download the CIQ attachment, complete, and upload.

1.21. Conflict of Interest Confirmation*

I have read the above information and will file the CIQ form if a conflict exists.

☐ Please confirm

*Response required

1.22. 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

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

- (2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

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

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

**Request for Taxpayer
Identification Number and Certification**

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	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. See also *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:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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
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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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they