



Collin County, TX

INVITATION FOR BID

2025-178

CULVERTS, BANDS, DROP STRUCTURES

RELEASE DATE: April 8, 2025

RESPONSE DEADLINE: May 1, 2025, 2:00 pm

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

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### Attachments:

A - W9

B - Recycled Material Content Questionnaire and Affidavit

C - CIQ Form (if applicable)

D - Legal Notice

## 1. INTRODUCTION

### 1.1. SUMMARY

The intended purpose for this IFB is to provide the specifications for steel culverts/bands and drop structures, as required by Collin County. A bid bond is not required. This bid is not for a specific project but to obtain pricing for materials that will be ordered on an as-needed basis only.

### 1.2. TIMELINE

Release Project Date:	April 8, 2025
Question Submission Deadline:	April 22, 2025, 12:00pm
Response Submission Deadline:	May 1, 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 Culverts, Bands, Drop Structures.

### 2.2. PURPOSE

The intended use/purpose for this Invitation For Bid:

The intended purpose for this IFB is to provide the specifications for steel culverts/bands and drop structures, as required by Collin County. A bid bond is not required. This bid is not for a specific project but to obtain pricing for materials that will be ordered on an as-needed basis only.

### 2.3. TERM

Provide for a one (1) year term contract commencing on August 23, 2025 with the option to renew for an additional three (3) one (1) year terms upon the approval of both parties.

### 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

The bidder is to submit a bid that will be fixed for one (1) year. A price re-determination may be considered by Collin County only at the anniversary date of the contract. On each anniversary date of the contract, the Contractor may request a price redetermination in their bid, dependent upon fluctuations in the Producer Price Index (PPI); Group: Maintenance and Repair Construction; Metals and metal products, Primary non-ferrous; Series ID WPU1022, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212 at <https://data.bls.gov/series-report?redirect=true>. Documented price adjustment of labor, materials, and/or delivery costs may be considered.

The Contractor has the sole responsibility to request, in letter form, an adjusted rate and shall provide a copy of the index and other supporting documentation necessary to support the redetermination with the request. This request and documentation must be received at the office of the Purchasing Agent no later than ninety (90) days before the anniversary date. To ensure timely delivery, certified mail is recommended. If the request is submitted and received within the required time frame, the adjustment will be submitted for processing. Contractor will be notified in writing upon approval.

Should a contractor fail to submit the request and supporting documentation to the proper location ninety (90) days before the anniversary date, contractor shall be deemed to have waived its right to any redetermination in price. The anniversary date will be the day the contract was awarded by Commissioners Court of each year. 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.

## 2.7. APPROXIMATE VALUE/USAGE

Estimated annual value of this contract is \$420,000 but varies per year based on usage. Estimated annual quantities do not constitute an order, but only implies the probably quantity the County will use. Items will be ordered on an as-needed basis only.

## 2.8. EVALUATION AND AWARD

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

## 2.9. DELIVERY TIME

Stocked culverts, bands, and drop structures shall be delivered to the County's designated location within seven (7) business days after receipt of order.

## 2.10. DELIVERY SITE/DELIVERY HOURS

Locations for service within Collin County will be stated on each purchase order. All materials are to be delivered to Collin County's Service Center, Farmersville Camp, Weston Camp, or designated road sites within Collin County's boundaries.

All deliveries are to be made between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday (excluding holidays). It shall be the responsibility of the Vendor to furnish the County Representative the anticipated time for delivery.

In order for proper recordkeeping and payment to be made to the Vendor, a legible signature of the County Representative receiving the material shall be on each delivery ticket.

## 2.11. TESTING

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

## 2.12. SAMPLES/DEMOS

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

## 2.13. PAYMENT

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 and must reference the Collin County Purchase Order number and contain corresponding PO line and item numbers. 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.

## 2.14. SPECIFICATIONS

2.14.1 Culverts shall be fabricated in accordance with Item 460 of the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, 2014 Edition, as amended, adopted by the Texas Department of Transportation (TxDOT). Ends of all pipe culverts shall be ground smooth, free from metallic burrs, slag, sharp edges or other injurious defects, and painted with a zinc dust-zinc oxide paint conforming to Federal Specifications TT-P-641G.

2.14.2 In accordance with Item 460 of the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, 2014 Edition, as amended, adopted by TxDOT, a tolerance of plus or minus 1 inch or 2 percent of equivalent circular diameter, whichever is greater, will be permissible in span and rise of all arch pipe and/or circular culverts with all dimensions measured from inside crests of the corrugations.

2.14.3 A 3" x 1" corrugation is desired for all culverts bid. Should Vendor be unable to meet the corrugation size, Collin County will accept a 5" x 1" corrugation at no additional charge.

2.14.4 All culverts shall be priced with helical ends.

2.14.5 Culvert Coupling Bands: Bands shall be manufactured in accordance with Item 460 of the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, 2014 Edition, as amended, adopted by TxDOT.

All one-piece annular bands shall be a minimum of 24" wide.

Bands 24" wide shall have a minimum of 4 bolt holes

All two-piece annular bands shall be riveted with a minimum width of 24". All bands shall be furnished with galvanized 1/2" diameter by 12" long bolts and compatible hex nuts.

Bolts and nuts shall be galvanized to requirements as set forth by the American Association of State Highway Transportation Officials (AASHTO) designation: M 232 or electrogalvanized per the American Society for Testing Materials (ASTM) A 164 Type RS.

2.14.6 Drop Structures: L-shaped pipe which runs through a dam and normally goes into a pond. Typically the material is galvanized, aluminized or polymeric coated. These are site specific. They may have trash rack, welded bottom and/or perforations which shall be specified by County as needed.

### 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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- iv. **Umbrella/Excess Liability** insurance

Each Occurrence/Aggregate	\$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

All pricing shall include freight/delivery/permit fees, etc.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	Circular Culverts 12" -- 2 2/3" x 1/2" - 16 gauge	9,000	LINEAR FOOT			
2	One piece annular band(s) for Circular Culvert 12" - 2 2/3" x 1/2" - 16 gauge -- All bands shall be 24"	1	EACH			
3	Circular Culverts 15" - 2 2/3" x 1/2" - 16 gauge	10,000	LINEAR FOOT			
4	One piece annular band(s) for Circular Culvert 15" - 2 2/3" x 1/2" - 16 gauge -- All bands shall be 24"	1	EACH			
5	Circular Culverts 18" -- 2 2/3" x 1/2" - 16 gauge	6,000	LINEAR FOOT			
6	One piece annular band(s) for Circular Culverts 18" - 2 2/3" x 1/2" - 16 gauge -- All bands shall be 24"	1	EACH			
7	Circular Culverts 24" - 2 2/3" x 1/2" - 16 gauge	3,600	LINEAR FOOT			
8	One piece annular band(s) for Circular Culverts 24" - 2 2/3" x 1/2" - 16 gauge -- All bands shall be 24"	1	EACH			
9	Circular Culverts 30" - 2 2/3" x 1/2" - 16 gauge	1,000	LINEAR FOOT			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
10	One piece annular band(s) for Circular Culvert 30" - 2 2/3" x 1/2" - 16 gauge -- All bands shall be 24"	1	EACH			
11	Circular Culverts 36" - 2 2/13" x 1/2" - 16 gauge	1,600	LINEAR FOOT			
12	One piece annular band(s) for Circular Culverts 36" - 2 2/3" x 1/2" - 16 gauge -- All bands shall be 24"	1	EACH			
13	Circular Culverts 42" - 2 2/3" x 1/2" - 16 gauge	500	LINEAR FOOT			
14	One piece annular band(s) for Circular Culverts 42" - 2 2/3" x 1/2" - 16 gauge -- All bands shall be 24"	1	EACH			
15	Circular Culverts 48" - 3" x 1" - 16 gauge	600	LINEAR FOOT			
16	Two piece riveted annular band(s) for Circular Culverts 48" - 3" x 1" - 16 gauge -- All bands shall be 24"	1	EACH			
17	Circular Culverts 54" - 3" x 1" - 14 gauge	600	LINEAR FOOT			
18	Two piece riveted annular band(s) for Circular Culverts 54" - 3" x 1" - 14 gauge -- All bands shall be 24"	1	EACH			
19	Circular Culverts 60" - 3" x 1" - 14 gauge	1,000	LINEAR FOOT			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
20	Two piece riveted annular band(s) for Circular Culverts 60" - 3" x 1" - 14 gauge -- All bands shall be 24"	1	EACH			
21	Circular Culverts 72" - 3" x 1" - 14 gauge	2,000	LINEAR FOOT			
22	Two piece riveted annular band(s) for Circular Culverts 72" - 3" x 1" - 14 gauge -- All bands shall be 24"	1	EACH			
23	Circular Culverts 84" - 3" x 1" - 14 gauge	600	LINEAR FOOT			
24	Two piece riveted annular band(s) for Circular Culverts 84" - 3" x 1" - 14 gauge -- All bands shall be 24"	1	EACH			
25	Circular Culverts 96" - 3" x 1" - 14 gauge	800	LINEAR FOOT			
26	Two piece riveted annular band(s) for Circular Culverts 96" - 3" x 1" - 14 gauge -- All bands shall be 24"	1	EACH			
27	Circular Culverts 108" - 3" x 1" - 12 gauge	50	LINEAR FOOT			
28	Two piece riveted annular band(s) for Circular Culverts 108" - 3" x 1" - 12 gauge -- All bands shall be 24"	1	EACH			
29	Circular Culverts 120" - 3" x 1" - 12 gauge	300	LINEAR FOOT			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
30	Two piece riveted annular bands for Circular Culverts 120" - 3" x 1" - 12 gauge -- All bands shall be 24"	1	EACH			
31	Circular Culverts 120" diameter riveted band 24" wide, 2 pc	1	LINEAR FOOT			
32	Drop Structure 48" diameter inlet 7' long welded to 90 degree elbow with a 36" diameter outlet 26' long from elbow outlet made with 16 gauge galvanized corrugated metal pipe with 2" wide band.	1	EACH			
33	Drop Structure 72" x 20' 14 gauge drop structure with stub weld and 72" wide band	1	LINEAR FOOT			
34	Drop Structure 60" x 48" 14 gauge drop inlet structure with one 2' wide 48" band	1	EACH			
35	Additional fee if delivery requested sooner than 7 business days	1	LUMP SUM			
<b>TOTAL</b>						

All vendors shall indicate a percent off any item required by the County but not specifically described in this bid request. This percentage may range from 0% to 100%.

Line Item	Description	Unit of Measure	Percentage
36	Percentage off any item required by the County which does not appear as an item on this bid and is PICKED UP by the County.	EACH	
37	Percentage off any item required by the County which does not appear as an item on this bid and is DELIVERED by the vendor.	EACH	

## 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/151012>.
- 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/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 Section 2253.021 of Texas Government Code, 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 Section 2253.021 of Texas Government Code, 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, Subtitle F, 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. *List Legal Names in Company\**

\*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. *Exceptions\**

If you take any exceptions to the specifications, bid lines, sample contracts, other attachments, or any other part of this solicitation as written, 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

#### 1.4. *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

### **1.5. Insurance Acknowledgement\***

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

☐ Please confirm

\*Response required

### **1.6. 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

### **1.7. 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

### **1.8. 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

### **1.9. 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

#### **1.10. 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

#### **1.11. 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

#### **1.12. Debarment Certifications\***

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

☐ Please confirm

\*Response required

**1.13. *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

**1.14. *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

**1.15. *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

**1.16. *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

**1.17. 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

**1.18. 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

**1.19. 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

**1.20. 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

### ***1.21. 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 - Director of Public Works

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

G Zimmer, CPPB - Buyer II

**Commissioners Court:**

Chris Hill – County Judge

Susan Fletcher – Commissioner Precinct No. 1

Cheryl Williams – Commissioner Precinct No. 2

Darrell Hale – Commissioner Precinct No. 3

Duncan Webb – Commissioner Precinct No. 4

Download the CIQ attachment, complete, and upload if applicable.

**1.22. *Conflict of Interest Confirmation\****

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

☐ Please confirm

\*Response required

**1.23. *Recycling Preference\****

Pursuant to Texas LGC 262.005, Health and Safety Code 361.426 and Texas Administrative Code 328.203 the County shall give preference in purchasing to products made of recycled materials in certain solicitations. To participate in the County's Purchasing Preference for Recycled Products Program, Suppliers must sign and complete the Recycled Content Questionnaire and Affidavit provided in the Solicitation, and submit this form in the response to the Solicitation.

Please download the Recycled Material Content Questionnaire and Affidavit attachment, complete, and upload.

\*Response required

**1.24. *W-9\****

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

\*Response required

**1.25. *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

## FORM CIQ

For vendor doing business with local governmental entity

**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.

## RECYCLED MATERIAL CONTENT QUESTIONNAIRE AND AFFIDAVIT

SUPPLIER NAME:

Refer to the latest version of Consolidated Recovered Materials Advisory Notice (RMAN) for the Comprehensive Procurement Guideline (CPG) available at the EPA website (<https://www.epa.gov/smm/consolidated-recovered-materials-advisory-notices-rmans-comprehensive-procurement-guidelines>) then complete the following table (you may add additional rows as necessary):

Description of Product(s)	Line Item #	1. Which Section of RMAN includes this product? (Write in Section #)	2. How much recovered material does your product contain (% of total)?	3. How much post-consumer material does your product contain (% of total)?	4. Does your product meet the Specific Recommendations for Procurement of Designated Item in the RMAN? (Write YES OR NO)	If yes to #4, list the documentation you are providing to verify the content

The undersigned swears/affirms that the foregoing information and statements are true and correct, and that the supplier shall maintain the above through the term of the contract in order to satisfy the requirements of Collin County's preference for recycled products. Furthermore, the undersigned agrees that Collin County may audit my files to confirm compliance with the foregoing; and I further agree to notify Collin County within 30 days after any change in materials related to the recyclable content cited in this affidavit.

AUTHORIZED SIGNATURE:

PRINTED NAME:

DATE:

TITLE:

**Request for Taxpayer  
Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://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.	<b>1</b> 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.)	
	<b>2</b> Business name/disregarded entity name, if different from above.	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>Note:</b> 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.  <input type="checkbox"/> Other (see instructions) _____	<b>4</b> 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.)
	<b>3b</b> 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 . . . . . <input type="checkbox"/>	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

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

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

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

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person	Date
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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](http://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