



Collin County, TX

## INVITATION FOR BID

2025-094

## TIRE RUBBER MODIFIED ASPHALT AND APPLICATION SERVICES

RELEASE DATE: June 3, 2025

RESPONSE DEADLINE: June 26, 2025, 2:00 pm

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

## Table Of Contents

1. INTRODUCTION
2. SPECIAL CONDITIONS AND SPECIFICATIONS
3. INSURANCE REQUIREMENTS
4. PRICING TABLE
5. GENERAL INSTRUCTIONS
6. TERMS OF CONTRACT
7. VENDOR RESPONSE

### Attachments:

A - Legal Notice

B - W9

C - CIQ Form (if applicable)

## 1. INTRODUCTION

### 1.1. SUMMARY

The intended purpose for this IFB is to provide the specifications to obtain an annual pricing contract for application of Tire Rubber Modified Surface Sealer (TRMSS) which will be applied as a fog seal system on County roads as needed. A bid bond is not required. This bid is not for a specific project but to obtain pricing for service/materials that will be ordered on an as-needed basis only.

### 1.2. TIMELINE

|                               |                        |
|-------------------------------|------------------------|
| Release Project Date:         | June 3, 2025           |
| Question Submission Deadline: | June 17, 2025, 12:00pm |
| Response Submission Deadline: | June 26, 2025, 2:00pm  |

### 1.3. POINT OF CONTACT

Information regarding the procurement process and the contents of this IFB may be obtained from the Collin County Purchasing Department or email [gzimmer@co.collin.tx.us](mailto:gzimmer@co.collin.tx.us), G Zimmer, Buyer II.

## 2. SPECIAL CONDITIONS AND SPECIFICATIONS

### 2.1. AUTHORIZATION

By order of the Commissioners Court of Collin County, Texas sealed bids will be received for Tire Rubber Modified Asphalt and Application Services.

### 2.2. PURPOSE

The intended use/purpose for this Invitation For Bid:

The intended purpose for this IFB is to provide the specifications to obtain an annual pricing contract for application of Tire Rubber Modified Surface Sealer (TRMSS) which will be applied as a fog seal system on County roads as needed. A bid bond is not required. This bid is not for a specific project but to obtain pricing for service/materials that will be ordered on an as-needed basis only.

### 2.3. TERM

Provide for a one (1) year term contract commencing upon award with the option to renew for an additional four (4) 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, Services; Series ID WPUIP2320002, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212 at <https://data.bls.gov/cgi-bin/srgate>. Other documented price adjustments such as direct cost, labor, materials, and/or delivery costs may be considered at the County's discretion.

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. 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. APPROXIMATE VALUE/USAGE

Estimated annual value of this contract is \$5,100,000 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 and secondary award on this contract.

## 2.9. COMPLETION/RESPONSE TIME

Vendor shall complete services at the County's designated location(s) by the date listed on the purchase order.

## 2.10. SERVICE LOCATIONS

Locations for service within Collin County will be stated on each purchase order.

## 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. OWNER/REPRESENTATIVE

“Owner” shall refer to Collin County. “Representative” in these specifications shall be understood as referring to the Collin County Public Works Department.

## 2.15. EXISTING STRUCTURES

All existing structures, improvements, and utilities shall be adequately protected, at the expense of the Contractor, from damage that might otherwise occur due to construction operations. Where construction comes in close proximity to existing structures or utilities, or if it becomes necessary to move services, poles, guy wires, pipe lines, or other obstructions, it shall be the Contractor’s responsibility to notify and cooperate with the utility or structure owner. The utility lines and other existing structures shown on the plans are for information only and are not guaranteed by the County to be complete or accurate as to location and/or depth. It will be the Contractor’s responsibility to verify locations and depths sufficiently in advance of construction such that necessary adjustments may be made to allow for the proper installation. The Contractor shall be liable for damage to any utilities resulting from this operation.

## 2.16. RELOCATING OR REPLACING UTILITIES

Unless noted on the plans that utilities are to be moved by others, any cost of temporarily or permanently relocating utilities shall be borne by the Contractor. The cost of these relocations shall be included in the Contractor’s bid price. In case damage to an existing structure or utility occurs, whether such damage results directly or indirectly from the Contractor’s operations, the Contractor shall restore the structure or utility to its original condition and position without extra compensation.

## 2.17. WATER FOR CONSTRUCTION

All water required shall be furnished by the Contractor at the Contractor's expense.

## 2.18. SAFETY RESTRICTION-WORK NEAR HIGH VOLTAGE LINES

The following procedures will be followed on this contract:

A warning sign of not less than five inches (5”) by seven inches (7”) painted yellow with black letters that are legible at twelve feet (12’) shall be placed inside and outside vehicles such as cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows:

**"WARNING-UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN SIX FEET OF HIGH VOLTAGE LINES."**

Equipment that may be operated within ten feet (10') of high voltage lines shall have an insulating cage-type of guard about the boom or arm, except back hoes or dippers, and insulator links on the lift hook connections.

When necessary to work within six feet (6') of high voltage electric lines, notifications shall be given to respective power company who will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. The work done by the power company shall not be at the expense of the Collin County. The notifying department shall maintain an accurate log of all such calls to respective power company, and shall record action taken in each case.

The Contractor is required to make arrangements with the respective power company for the temporary relocation or rising of high voltage lines at the Contractor's sole cost and expense.

No person shall work within six feet (6') of high voltage line without protection having been taken as outlined in these specifications.

All Occupational Safety & Hazard Association (OSHA) requirements shall be followed for this and all other construction activity related to this contract.

## **2.19. NOTIFICATION AND SAFETY OF CITIZEN VEHICLES**

It shall be the responsibility of the Contractor to ensure the safety of the citizens' vehicles. The Contractor should place signs in appropriate places, notify the citizens, have pilot cars and any other applicable means of maintaining the safety of the citizens' vehicles on the roads where work is being performed. It shall be the responsibility of the Contractor to make all notifications at least forty-eight (48) hours prior to beginning work.

## **2.20. CONSTRUCTION SCHEDULE**

It shall be the responsibility of the Contractor to furnish the County Representative, prior to construction, a schedule outlining the anticipated time each phase of construction will begin and be completed including sufficient time being allowed for clean-up. It shall also be the responsibility of the Contractor to coordinate construction with other contractors involved in this or adjacent projects.

## **2.21. EXAMINATION OF SITE**

Contractor shall make a careful examination of the entire site of the project and shall make such explorations as may be necessary to determine methods of providing ingress-egress to private as well as public property; methods of handling traffic during construction and maintenance of the entire project as well as any section thereof, protection of all existing structures both above and below ground; how the plans fit the proposed project and especially if any discrepancies exist.

## **2.22. SUPERVISION AND INSPECTION**

The work shall be inspected in accordance with specific requirements herein and any additional requirements imposed by Collin County. Inspection shall be performed by the County. No changes to the plans or specifications shall be authorized without specific approval of the County Representative.

## 2.23. WASTE MATERIAL

All excess excavation and other waste material shall be disposed of at locations approved by the County at the Contractor's expense. All material shall be spread in uniform layers over the area being filled and shall be disposed of in such a manner as to present a neat appearance and to not obstruct property drainage or to cause injury to street improvements or to abutting property. The Contractor shall assume full responsibility for the disposal of the waste material. Waste material shall not be disposed of in FEMA designated floodplain or floodway.

## 2.24. PERMIT FEES

The Contractor shall be responsible for the payment of any and all required City, County, or State fees as may be required.

## 2.25. CONTRACTOR'S DUTY

The Contractor is and at all times shall remain an independent contractor, solely responsible for the manner and method of completing his work under this contract, with full power and authority to select the means, method and manner of performing such work, so long as such methods do not adversely affect the completed improvements, the County being interested only in the result obtained and conformity of such completed improvements to the Plans, Specifications and Contract.

Likewise, the contractor shall be solely responsible for the safety of himself, his employees and other persons, as well as for the protection of the safety of the improvements being erected and the property of himself or any other person, as a result of his operations hereunder Contractor shall be fully and completely liable, at his own expense, for design, construction, installation and use, or non-use, of all items and methods incident to performance of the contract, and for loss, damage or injury incident thereto, either to person or property, including, without limitation, the adequacy of all temporary supports, shoring, bracing, scaffolding, machinery or equipment, safety precautions or devices, and similar items or devices used by him during construction.

Any review of work in progress, or any visit or observation during construction, or any clarification of Plans and Specifications, by the County, or any agent, employee, or representative of either of them, whether through personal observation on the project site or by means of approval of shop drawings for temporary construction or construction processes, or by other means or method, is agreed by the Contractor to be for the purpose of observing the extent and nature of work to be completed or being performed, as measured against the purpose of enabling the Contractor to more fully understand the Plans and Specifications so that the completed construction work will conform thereto, and shall in no way relieve the Contractor from full and complete responsibility for the proper performance of his work on the project, including but without limitation of the propriety of means and methods of the Contractor in performing said contract, and the adequacy of any designs, plans or other facilities for accomplishing such performance. Deviation by the



Contractor from Plans and Specifications that may have been in evidence during any such visitation or observation by the Owner, or any of his Representatives whether called to the Contractor's attention or not shall in no way relieve the Contractor from his responsibility to complete all work in accordance with said Plans and Specifications.

## 2.26. SUBCONTRACTORS

Contractor shall state names of all subcontractors and the type of work they will be performing. If a Contractor fails to specify a subcontractor, then he shall be deemed to have agreed that he is fully qualified to perform the contract himself, and that he will fully perform the contract himself.

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

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

## 2.27. CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, and character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent, or employee of the County whether before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

## 2.28. HOURS OF WORK

All work shall be done between the hours of 9:00 a.m. and 4:00 p.m. Exceptions to this must be approved by the County's Representative. No work on Saturday, Sunday, or County Holidays will be permitted, unless approved by the Director of Public Works.

## 2.29. CLEAN-UP OF THE SITE AND DISPOSAL OF EXCESS MATERIAL

Clean-up of the site and disposal of excess material shall be considered incidental to, and part of the price bid without separate payment. This shall include the clean-up of the area where the Contractor may have stored their material, tools, trucks, etc. (for example Collin County Stockpile, if that is the place that is mutually agreed upon, as well as any other site used).

## 2.30. CLEANUP FOR FINAL ACCEPTANCE

The Contractor shall make a final cleanup of all parts of the work before final acceptance is made by the Representative and payment is made by the Owner. This cleanup shall include removal of all objectionable rocks, pieces of asphalt or concrete, and other construction materials, i.e., from the road work site, and in general preparing the site of the work in an orderly manner and appearance.

## 2.31. ADDITIONAL SPECIFICATIONS

1. The County shall designate a Road and Bridge employee as an inspector that will communicate with Contractor and inspect work done by the Contractor. Inspector will determine if work is approved according to specifications.
2. The Contractor shall notify abutting property owners of upcoming fog seal operations by means of door hangers. Notification shall be distributed at least forty-eight (48) hours prior to fog seal application.
3. Contractor will coordinate daily with the County for a listing of residences that have received advanced notice of fog seal operations. Contractor shall not begin fog seal operations on streets in which no advanced notice has been provided to the residents.
4. The day of the fog seal applications, all residences shall be informed by the Contractor that the application is about to occur and to relocate their vehicles if they anticipate needing to leave their home in the next 3-4 hours.
5. Contractor shall arrange the fog seal operations in such a manner as to avoid excessive inconvenience to the public.
6. Contractor shall not apply a fog seal the day before or the actual day that a street is to receive garbage, recycling or waste collection. Contractor shall research the applicable garbage, recycling or waste collection schedule for each street prior to bidding.
7. Care shall be exercised to prevent damage to all property in and around the construction zone. Contractor shall be liable for the repair and restoration of any property damaged as a result of the Contractor's prosecution of work.
8. Contractor shall designate a responsible person for receiving and resolving damage claims from the public, including but not limited to, cleaning vehicles. This person must be available to receive calls during normal business hours every day, Monday through Friday, during the course of this project. Prior to beginning work, this person's name, mailing address and telephone number will be furnished to the County to be made available to persons who contact the Road and Bridge Department with claims. This shall include but is not limited to, re-vegetation of all areas damaged or destroyed by construction. Contractor will be held liable and responsible for such areas until growth is reestablished

to the satisfaction of the County. Ornamental landscape plantings of trees, shrubs and grasses that are damaged or destroyed during construction shall be replaced with plant material of comparable size and quality approved by the County.

9. Contractor shall monitor and prevent its employees and any of its sub- contractors from urinating or defecating on property in, on or adjacent to the areas in which work is being performed.
10. A meeting will be held to discuss traffic control, traffic safety, construction sequences and materials prior to the start of all service periods. The Contractor shall provide the County with contact information for the superintendent over the services for the duration of this contract. Contractor shall coordinate all work schedules with the assigned inspector and update any changes to the schedule with the assigned inspector.

2.32.     **MATERIALS**

1. All materials required for each item of the project(s) shall be provided by the Contractor unless otherwise stated on the purchase order and shall meet all specifications and guidelines in accordance with “Texas Standard Specifications for Construction and Maintenance of Highways, Streets And Bridges, 2024”. The following items are noted:
  - Asphalts, Oils and Emulsions ITEM 300 – Asphalts, Oils and Emulsions: For this project , Item 300, “Asphalts, Oils and Emulsions”, of standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this item are waived or changed hereby.
  - An abrasive fine aggregate shall be applied with the fog seal to all existing fine graded surfaces. Application of abrasives fine aggregate will not be paid for separately, but should be considered incidental to this item.
  - Use emulsified asphalt of the type and grade shown on the plans that meet the plans requirements of item 300, “Asphalts, Oils and Emulsion”.
  - Provide water free of industrial wastes and other objectionable matter.
  - Use a quality of emulsified asphalt in the mixture, expressed as a percentage of total volume, which meets the percentage shown on the plans or directed.

2.33.     **MATERIALS**

Article 300 2.4 Emulsified Asphalt is supplemented by the following:

2.34.     **TABLE 8 -- CATIONIC EMULSIFIED ASPHALT**

|  |  |                   |
|--|--|-------------------|
|  |  | <b>Type–Grade</b> |
|--|--|-------------------|

| Property  | Test Procedure | Rapid-Setting |     | Medium-Setting |     | Slow-Setting |     |          |     |
|---|----------------|---------------|-----|----------------|-----|--------------|-----|----------|-----|
|   |                | CRS-2         |     | CMS-2          |     | CSS-1        |     | CSS-1H   |     |
|   |                | Min           | Max | Min            | Max | Min          | Max | Min      | Max |
| Viscosity, Saybolt Furol                                      | T 72           |               |     |                |     |              |     |          |     |
| 77°F, sec.  |                | —             | —   | —              | —   | 20           | 100 | 20       | 100 |
| 122°F, sec.   |                | 150           | 400 | 100            | 350 | —            | —   | —        | —   |
| Sieve test, %   | T 59           | —             | 0.1 | —              | 0.1 | —            | 0.1 | —        | 0.1 |
| Cement mixing, %  | T 59           | —             | —   | —              | —   | —            | 0.2 | —        | 0.2 |
| Coating ability and water resistance:                         | T 59           |               |     |                |     |              |     |          |     |
| Dry aggregate/after spray                                     |                | —             |     | Good/Fair      |     | —            |     |          | —   |
| Wet aggregate/after spray                                     |                | —             |     | Fair/Fair      |     | —            |     |          | —   |
| Demulsibility, 35 mL of 0.8% Sodium dioctyl sulfosuccinate, % | T 59           | 70            | —   | —              | —   | —            | —   | —        | —   |
| Storage stability, 1 day, %                                   | T 59           | —             | 1   | —              | 1   | —            | 1   | —        | 1   |
| Particle charge   | T 59           | Positive      |     | Positive       |     | Positive     |     | Positive |     |
| Distillation test:  | T 59           |               |     |                |     |              |     |          |     |
| Residue by distillation, % by wt.                             |                | 65            | —   | 65             | —   | 60           | —   | 60       | —   |
| Oil distillate, % by volume of emulsion                       |                | —             | 0.5 | —              | 7   | —            | 0.5 | —        | 0.5 |
| Tests on residue from distillation:                           |                |               |     |                |     |              |     |          |     |
| Penetration, 77°F, 100 g, 5 sec.                              | T 49           | 90            | 160 | 90             | 200 | 90           | 160 | 40       | 110 |
| Solubility, %   | T 44           | 97.5          | —   | 97.5           | —   | 97.5         | —   | 97.5     | —   |

|                                   |      |     |   |     |   |     |   |    |   |
|-----------------------------------|------|-----|---|-----|---|-----|---|----|---|
| Ductility, 77°F, 5 cm/min.,<br>cm | T 51 | 100 | — | 100 | — | 100 | — | 80 | — |
|-----------------------------------|------|-----|---|-----|---|-----|---|----|---|

## 2.35. MATERIALS

Article 300 2.5 Emulsions - Specialty emulsions must contain a minimum of 10% tire rubber content and also must meet the requirements of Table 11 or 11A.

Article 3002.5 is supplemented by the following:

## 2.36. TABLE 11 - SPECIALTY EMULSIONS

| Property   | Test Procedure             | Type–Grade     |     |       |     |                  |     |
|--|----------------------------|----------------|-----|-------|-----|------------------|-----|
|  |                            | Medium-Setting |     |       |     | Slow-Setting     |     |
|  |                            | AE–P           |     | EAP&T |     | PCE <sup>1</sup> |     |
|  |                            | Min            | Max | Min   | Max | Min              | Max |
| Viscosity, Saybolt Furol   | T 72                       |                |     |       |     |                  |     |
| 77°F, sec.   |                            | —              | —   | —     | —   | 10               | 100 |
| 122°F, sec.  |                            | 15             | 150 | —     | —   | —                | —   |
| Sieve test, %  | T 59                       | —              | 0.1 | —     | 0.1 | —                | 0.1 |
| Miscibility <sup>2</sup>   | T 59                       | —              |     | Pass  |     | Pass             |     |
| Demulsibility, 35 mL of 0.10 N CaCl <sub>2</sub> , %   | T 59                       | —              | 70  | —     | —   | —                | —   |
| Storage stability, 1 day, %  | T 59                       | —              | 1   | —     | 1   | —                | —   |
| Particle size, 5 % by volume < 2.5 mm  | <a href="#">Tex-238-F3</a> | —              | —   | 90    | —   | 90               | —   |
| Asphalt emulsion distillation to 500°F followed by Cutback asphalt distillation of residue to 680°F: | T 59 and T 78              |                |     |       |     |                  |     |
| Residue after both distillations, % by wt.   |                            | 40             | —   | —     | —   | —                | —   |
| Total oil distillate from both distillations, % by volume of emulsion                                |                            | 25             | 40  | —     | —   | —                | —   |
| Residue by distillation, % by wt.  | T 59                       | —              | —   | 60    | —   | —                | —   |

|   |       |      |     |     |   |     |     |
|---|-------|------|-----|-----|---|-----|-----|
| Residue by evaporation, 4 % by wt.          | T 59  | —    | —   | —   | — | 60  | —   |
| Tests on residue after all distillation(s): |       |      |     |     |   |     |     |
| Viscosity, 140°F, poise                     | T 202 | —    | —   | 800 | — | —   | —   |
| Kinematic viscosity, 5 140°F, cSt           | T 201 | —    | —   | —   | — | 100 | 350 |
| Flash point C.O.C., °F                      | T 48  | —    | —   | —   | — | 400 | —   |
| Solubility, %                               | T 44  | 97.5 | —   | —   | — | —   | —   |
| Float test, 122°F, sec.                     | T 50  | 50   | 200 | —   | — | —   | —   |

1. Supply with each shipment of PCE:
  - a copy of a lab report from an approved analytical lab, signed by a lab official, indicating the PCE formulation does not meet any characteristics of a Resource Conservation Recovery Act (RCRA) hazardous waste;
  - a certification from the producer that the formulation supplied does not differ from the one tested and that no listed RCRA hazardous wastes or Polychlorinated Biphenyls have been mixed with the product; and
  - a Safety Data Sheet.
2. Exception to T 59: In dilution, use 350 mL of distilled or deionized water and a 1,000-mL beaker.
3. Use [Tex-238-F](#), beginning at “Particle Size Analysis by Laser Diffraction,” with distilled or deionized water as a medium and no dispersant, or use another approved method.
4. Exception to T 59: Leave sample in the oven until foaming ceases, then cool and weigh.
5. PCE must meet either the kinematic viscosity requirement or the particle size requirement.

## 2.37. TABLE 11A - HARD RESIDUE SURFACE SEALANT

| Property                                 | Test Procedure             | HRSS  |     |
|--|----------------------------|-------|-----|
|  |                            | Min   | Max |
| Viscosity, Krebs unit, 77°F, Krebs units | D 562                      | 45    | 75  |
| Softening point, °F                      | <a href="#">Tex-505-C1</a> | 250   | —   |
| Uniformity                               | D 2939                     | Pass2 |     |
| Resistance to heat                       | D 2939                     | Pass3 |     |
| Resistance to water                      | D 2939                     | Pass4 |     |

|   |             |      |     |
|---|-------------|------|-----|
| Wet flow, mm  | D 2939      | —    | 0   |
| Resistance to Kerosene (optional) <sup>5</sup>  | D 2939      | Pass | 6   |
| Ultraviolet exposure, UVA-340, 0.77 W/m <sup>2</sup> , 50°C chamber, 8 hr. UV lamp, 5 min. spray, 3 hr. 55 min. condensation, 1,000 hr. total exposure <sup>7</sup> | G 154       | Pass | 8   |
| Abrasion loss, 1.6 mm thickness, liquid only, %   | ISSA TB-100 | —    | 1.0 |
| Residue by evaporation, % by weight   | D 2939      | 33   | —   |
| Tests on residue from evaporation:  |             |      |     |
| Penetration, 77°F, 100 g, 5 sec.  | T 49        | 15   | 30  |
| Flash point, Cleveland open cup, °F   | T 48        | 500  | —   |
| Tests on base asphalt before emulsification   |             |      |     |
| Solubility, %   | T 44        | 98   | —   |

1. Cure the emulsion in the softening point ring in a 200 ± 5°F oven for 2 hr.
2. Product must be homogenous and show no separation or coagulation that cannot be overcome by moderate stirring.
3. No sagging or slippage of film beyond the initial reference line.
4. No blistering or re-emulsification.
5. Recommended for airport applications or where fuel resistance is desired.
6. No absorption of Kerosene into the clay tile past the sealer film. Note sealer surface condition and loss of adhesion.
7. Other exposure cycles with similar levels of irradiation and conditions may be used with Department approval.
8. No cracking, chipping, surface distortion, or loss of adhesion. No color fading or lightening.

## 2.38. MATERIALS

Article 300 2.8 Crumb Rubber Modifier (CRM) - CRM consists of automobile and truck tires processed by ambient temperature grinding.

Article 300 2.8 is supplemented by the following:

## 2.39. TABLE 14 - CRM GRADATIONS

| Sieve Size (%<br>Passing) | Grade A |     | Grade B |     | Grade C |     | Grade D                     | Grade E        |
|---------------------------|---------|-----|---------|-----|---------|-----|-----------------------------|----------------|
|                           | Min     | Max | Min     | Max | Min     | Max |                             |                |
| #8                        | 100     | —   | —       | —   | —       | —   | As shown<br>on the<br>plans | As<br>approved |
| #10                       | 95      | 100 | 100     | —   | —       | —   |                             |                |
| #16                       | —       | —   | 70      | 100 | 100     | —   |                             |                |
| #30                       | —       | —   | 25      | 60  | 90      | 100 |                             |                |
| #40                       | —       | —   | —       | —   | 45      | 100 |                             |                |
| #50                       | 0       | 10  | —       | —   | —       | —   |                             |                |
| #200                      | —       | —   | 0       | 5   | —       | —   |                             |                |

## 2.40. EQUIPMENT

- Contractor shall furnish the necessary facilities and equipment for determining the temperature of the mixture, regulating the application rate, and securing uniformity at the junction of two distributor loads. The vendor shall ensure that all equipment provided under this contract is in fully operational and functional condition at all times during the service period.
- All construction equipment involved in roadway work shall be equipped with permanently mounted three-hundred-sixty (360) degree revolving or strobe warning light with amber lens. The light shall have a minimum lens height of five (5) inches. This light shall have a mounting height of not less than six (6) feet above the roadway surface and shall be visible from all sides. This equipment shall have attached at each side of the rear end of the vehicle an approved orange warning flag mounted not less than six (6) feet above the roadway surface.
- Ensure equipment and materials are a minimum ten (10) feet from the edge of the traveled roadway during non-working hours. The contractor is responsible for obtaining permission to park outside of the right-of-way, on private property, from the property owner.
- Remove from the roadway and store in a central location approved by the County all temporary traffic control devices, such as cones, barrels, portable signs, vertical panels, etc., which will not be used in twenty-four (24) hours. This includes removal of temporary traffic control devices from the roadway over the weekend.



5. Contactor's equipment and vehicles shall not be maintained on site during construction, except at designated maintenance sites as approved by the County or the County employee assigned to the projects by the County.

## 2.41. CONSTRUCTION

1. Remove or protect existing raised pavement markers. Repair any damage incurred by removal as directed. Remove dirt, dust or other harmful material before sealing following "Texas Standard Specifications for Construction and Maintenance of Highways, Streets And Bridges, 2024" Item 738 Cleaning and Sweeping Highways prior to starting application.
2. Apply the mixture when the air temperature is 60 degrees Fahrenheit and above, or above 50 degrees Fahrenheit and rising. Measure the air temperature in the shade away from artificial heat. The County will determine when weather conditions are suitable for application. The County will select the application temperature within the limits recommended in Item 300, "Asphalts, Oils and Emulsions". Apply the material within 15 degrees Fahrenheit of the selected temperature.
3. Adjust the shot width so operations do not encroach on traffic. Use paper or other approved material at beginning and end of echo shot to construct a straight transverse joint and prevent overlapping applied material. Use sufficient pressure to flare the nozzles fully. Distribute material at the rate shown on the plans or as directed. When an excessive quantity of asphalt is applied, furnish and uniformly distribute clean, fine sand on the surface to blot the excess. Maintain ingress and egress as directed by applying sand to freshly sealed areas.
4. Do not apply asphalt to the roadways until traffic control methods and devices are in place as shown in the plans or as directed. Do not open the treated surface to traffic until directed by the County. Area shall not be opened to traffic until the material is cured and it will not track or get on vehicles.
5. This item will be measured by the square yard of specialty emulsified asphalt used in the specialty emulsified asphalt and water mixture. The work performed and the materials furnished in accordance with this item and measured will be paid for at the unit price bid for fog seal of the type and grade specified. This price is full compensation for materials, equipment, labor, tools and incidentals.
6. Perform all construction work in daylight hours unless the County approves nighttime work in writing. Remove all construction equipment from the road thirty (30) minutes prior to sunset and determined by National Oceanic and Atmospheric Administration (NOAA).

## 2.42. TRAFFIC CONTROL PLAN (TCP)

1. Work shall not be permitted without adequate traffic control devices in place. Project site traffic control plan (TCP) shall be the sole responsibility of the contractor which includes the use of flag

persons in accordance with the latest version of "2011 Texas Manual on Uniform Traffic Control Devices, revision 2" (TMUTCD).

2. Barricades and warning signs shall be placed in accordance with the requirements of Collin County and TMUTCD.
3. The Contractor superintendent and person responsible for TCP compliance must be available by local telephone twenty-four (24) hours a day. The contractor's responsible person (CRP) must respond on the project to traffic control needs within thirty (30) minutes of being notified.
4. Contractor shall provide all traffic control measures to prosecute the work.
5. Contractor shall assign at least one competent employee to each road that has received a fog seal application but has not yet been opened to traffic. This employee will ensure that traffic does not drive on the non-cured fog seal. Traffic control suitable methods shall be used by the Contractor to protect the fog seal from all types of vehicular traffic without damage. Opening to traffic does not constitute acceptance of the work. The County shall be notified of the methods to be used.
6. In areas which are subject to an increased rate of sharp turning vehicles, additional time may be required for a more complete cure of the fog seal mat to prevent damage. Slight tire marks may be evident in these areas after opening but will diminish over time with rolling traffic. If these areas are not severely rutted, they should be considered as normal characteristics of a fog seal and should be accepted.
7. The Contractor will be required to maintain a minimum of one through lane in each direction during daylight hours, on all roadways, except with the written approval by the assigned County inspector.
8. Two lane roadways shall use single lane traffic control, which will require the use of flagmen. This shall not be paid for directly, but shall be considered subsidiary to bid item emulsified fog seal.
9. Qualify all flaggers used on this project to perform flagging duties as specified in the plans. Provide a list of qualified flaggers, which must all speak and understand English, prior to beginning any road work activities which require flagging. Provide any modifications to the County. Provide flaggers with a slow stop paddle in lieu of the standard flag and with an approved flagging vest and hard hat.

### 3. INSURANCE REQUIREMENTS

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

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

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

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

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

- 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 |
|---------------------------------------|-------------|

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

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

2. With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:
  - i. 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.
  - ii. The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.
  - iii. All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.
  - iv. 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.

- v. All copies of Certificates of Insurance shall reference the project/contract number.
- 3. All insurance shall be purchased from an insurance company that meets the following requirements:
  - i. A financial rating of A-VII or higher as assigned by the BEST Rating Company or equivalent.
- 4. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:
  - i. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
  - ii. Sets forth the notice of cancellation or termination to Collin County.

## 4. PRICING TABLE

### TIRE RUBBER MODIFIED ASPHALT AND APPLICATION SERVICES

| Line Item    | Description  | Quantity  | Unit of Measure | Unit Cost | Total | No Bid |
|--------------|--|-----------|-----------------|-----------|-------|--------|
| 1            | TRMSS - Vendor performs work with County provided material                 | 1         | SQUARE YARD     |           |       |        |
| 2            | TRMSS-FDR Application - Vendor performs work with County provided material | 1         | SQUARE YARD     |           |       |        |
| 3            | CRS-2TR - Vendor performs work with County provided material               | 1         | SQUARE YARD     |           |       |        |
| 4            | Temporary tabs - Vendor performs work with County provided material        | 1         | EACH            |           |       |        |
| 5            | TRMSS - Vendor performs turnkey application                                | 2,800,000 | SQUARE YARD     |           |       |        |
| 6            | TRMSS-FDR Application - Vendor performs turnkey application                | 1         | SQUARE YARD     |           |       |        |
| 7            | CRS-2TR - Vendor performs turnkey application                              | 50,000    | SQUARE YARD     |           |       |        |
| 8            | Temporary tabs - Vendor performs turnkey application                       | 15,000    | EACH            |           |       |        |
| <b>TOTAL</b> |  |           |                 |           |       |        |

## 5. GENERAL INSTRUCTIONS

### 5.1. DEFINITIONS

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

### 5.2. GENERAL INSTRUCTIONS

1. If Bidder does not wish to submit an offer at this time, please submit a No Bid.
2. Awards shall be made not more than ninety (90) days after the time set for opening of Submittals.
3. Collin County is always conscious and extremely appreciative of your time and effort in preparing your Submittal.
4. Collin County exclusively uses OpenGov eProcurement for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addenda which could ultimately render your bid non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.
5. A bid may not be withdrawn or canceled by the bidder prior to the ninety-first (91st) day following public opening of Submittals and only prior to award.
6. It is understood that Collin County, Texas reserves the right to accept or reject any and/or all Bids for any or all products and/or services covered in an Invitation For Bid (IFB), and to waive informalities or defects in Submittals or to accept such Submittals as it shall deem to be in the best interest of Collin County.
7. All IFBs submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the IFB number and name. A hard copy paper form Submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals shall be mailed or hand delivered to the Collin County Purchasing Department.
8. Submittals via email, oral, telegraphic or telephonic will not be accepted. IFBs may be submitted in electronic format via <https://procurement.opengov.com/portal/collincountytx/projects/154872>.
9. All IFBs submitted electronically via the eProcurement Portal shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the IFB.

10. Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all IFBs submitted in hard copy paper form only, no flash drives, CD-ROMs or any other form of “plug and play” portable storage device will be accepted as a Submittal. IFBs received in the Collin County Purchasing Department after submission deadline shall be considered void and unacceptable. Absolutely no late Submittals will be considered. Collin County accepts no responsibility for technical difficulties related to electronic Submittals.
11. For hard copy paper form Submittals, any alterations made prior to opening date and time must be initialed by the signer of the IFB guaranteeing authenticity. Submittals cannot be altered or amended after submission deadline.
12. Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.
13. Any interpretations, corrections and/or changes to an IFB, and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than the date specified in the solicitation. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners Court. Addenda may be transmitted electronically via Collin County eProcurement Portal.
14. Addenda will be transmitted to all that are known to have received a copy of the IFB and related Specifications. However, it shall be the sole responsibility of the Bidder 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 receipt of any addenda issued. Bidder shall acknowledge receipt of all addenda.
15. All materials and services shall be subject to Collin County approval.
16. 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.
17. Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.
18. 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.

19. Minimum Standards for Responsible Prospective Bidders: A prospective Bidder must meet the following minimum requirements:
  - i. have adequate financial resources, or the ability to obtain such resources as required;
  - ii. be able to comply with the required or proposed delivery/completion schedule;
  - iii. have a satisfactory record of performance;
  - iv. have a satisfactory record of integrity and ethics;
  - v. be otherwise qualified and eligible to receive an award.
20. Collin County may request documentation and other information sufficient to determine Bidder's ability to meet these minimum standards listed above.
21. Vendor shall bear any/all costs associated with its preparation of an IFB.
22. 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.
23. The Bidder shall comply with Commissioners Court Order No. 2004-167-03-11, County Logo Policy.
24. 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.
25. 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.
26. 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.
27. 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

1. A bid, when properly accepted by Collin County, shall constitute a contract equally binding between the Vendor/Contractor/Provider and Collin County. No different or additional terms will become part of this contract with the exception of a Change Order.
2. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Amendments and/or Change Orders to the contract will be made in writing by Collin County Purchasing Agent.
3. No public official shall have interest in the contract, in accordance with Local Government Code Title 5, Subtitle C, Chapter 171.
4. The Vendor/Contractor/Provider shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County Employees.
5. Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.
6. Bids must comply with all federal, state, county and local laws concerning the type(s) of product(s)/service(s)/equipment/project(s) contracted for, and the fulfillment of all ADA (Americans with Disabilities Act) requirements.
7. All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture. Obsolete products, including products or any parts not compatible with existing hardware/software configurations will not be accepted.
8. Vendor/Contractor/Provider shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all sub-contractors to insure that Collin County maintains a drug-free work place.
9. Vendor/Contractor/Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Vendor/Contractor/Provider's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Vendor/Contractor/Provider, or of any agent, employee, subcontractor or supplier of Vendor/Contractor/Provider in the execution of, or performance under, any contract which may result

from an award. Vendor/Contractor/Provider shall pay in full any judgment with costs, including attorneys' fees and expenses which are rendered against Collin County and/or participating entities arising out of such breach, act, error, omission and/or fault.

10. Expenses for Enforcement. In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.
11. If a contract, resulting from a Collin County IFB is for the execution of a public work, the following shall apply:
12. In accordance with section 2253.021 of the 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).
13. In accordance with section 2253.021 of the 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).
14. 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.
15. 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.
16. Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.

17. 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.
18. 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.
19. 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.
20. Invoices shall be mailed directly to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. All invoices shall show:
  - i. Collin County Purchase Order Number;
  - ii. Vendor's/Contractor's/Provider's Name, Address and Tax Identification Number;
  - iii. Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.
  - iv. Payment will be made in accordance with Government Code, Title 10, Subtitle F, Chapter 2251.
21. All warranties shall be stated as required in the Uniform Commercial Code.
22. 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.
23. The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.
24. 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.
25. 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.
26. 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.

27. 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.
28. 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.
29. 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.
30. 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.
31. 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.
32. 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.

33. **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.
34. **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.
35. **Delays and Extensions of Time when applicable:**
- i. 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.
  - ii. 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.
36. **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.

37. 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.
38. 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.
39. 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

### 2. Vendor Responses

#### 2.1. *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

#### 2.2. *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

#### 2.3. *Contact Information\**

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

\*Response required

#### 2.4. *Insurance Acknowledgement\**

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

☐ Please confirm

\*Response required

#### 2.5. *Subcontractors\**

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

\*Response required

#### 2.6. *Reference No. 1\**

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred.

Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.

It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

\*Response required

#### 2.7. *Reference No. 2\**

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred.

Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.

It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

\*Response required

#### 2.8. *Reference No. 3\**

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred.

Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.



It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

\*Response required

### **2.9. Cooperative Contracts\***

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

☐ Yes

☐ No

\*Response required

### **2.10. Preferential Treatment\***

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

1. Is your principal place of business in the State of Texas?
2. If your principal place of business is not in Texas, in which State is your principal place of business?
3. If your principal place of business is not in Texas, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage?
4. If your state favors resident bidders, state by what dollar amount or percentage.

\*Response required

### **2.11. Debarment Certifications\***

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

☐ Please confirm

\*Response required

### **2.12.      *Immigration and Reform Act\****

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

☐ Please confirm

\*Response required

### **2.13.      *Disclosure of Certain Relationships\****

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

☐ Please confirm

\*Response required

### **2.14.      *Anti-Collusion Statement\****

Bidder certifies that its Bid/Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid/Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in Agreement cancellation, return of materials or discontinuation of services and the possible removal from bidders list.

☐ Please confirm

\*Response required

### **2.15.      *Disclosure of Interested Parties\****

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the

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

☐ Please confirm

\*Response required

#### **2.16. Notification Survey\***

In order to better serve our offerors, the Collin County Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Should you have any questions or require more information please call (972) 548-4165. How did you receive notice of this request?

\*Response required

#### **2.17. Critical Infrastructure Affirmation\***

Pursuant to section 2274.0102 of the Texas Government Code, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

☐ Please confirm

\*Response required

#### **2.18. Energy Company Boycotts\***

Pursuant to Section 2274.002 of the Texas Government Code, should the contract have a value of \$100,000 or more and the company employs 10 or more full-time employees, Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies, and (2) will not boycott energy companies during the term of the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

☐ Please confirm

\*Response required

#### **2.19. Firearm Entities and Trade Associations Discrimination\***

Pursuant to section 2274.002 of the Texas Government Code, should the contract have a value of \$100,000 or more and the company employs 10 or more full-time employees, Respondent verifies that:

1. It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm

entity or firearm trade association. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

☐ Please confirm

\*Response required

## **2.20. 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 - Director of Public Works

Dayne Shepherd - Assistant Director of Public Works

Wayne Anderson - Road & Bridge Superintendent

Denton Sturdivan - Road & Bridge Superintendent

Mark Myars - 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.

**2.21. *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

**2.22. *W-9\****

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

\*Response required

**2.23. *Bidder Acknowledgement\****

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

☐ Please confirm

\*Response required

**2.24. *Equipment List\****

Please upload your Equipment List here.

Invitation For Bid #2025-094

Title: Tire Rubber Modified Asphalt and Application Services

**\*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.



**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.<br>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.<br><br><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<br><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .<br><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.<br><input type="checkbox"/> Other (see instructions) _____ | <b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br><br>Exempt payee code (if any) _____<br><br>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____<br><br>(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 |
|------------------|--------------------------|------|

**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