

2026-318 Addendum 2

1. INTRODUCTION

1.1. SUMMARY

IFB 2026-318 Safety Wear

Collin County Law Enforcement is seeking bids to procure Safety Wear. Award will be made to the lowest bidder who is responsive and responsible, meeting all required specifications. There will also be a percentage off category line for additional items within the category awarded to the lowest bidder of the firm, fixed line items. Bids must be submitted by Thursday, August 6, 2026 at 2PM, CST. All inquiries should be directed to Jingna Lyu in the Purchasing Office.

1.2. BACKGROUND

The Collin County Sheriff's Office's (CCSO) mission statement is grounded in the belief that their fundamental duty is to serve and protect the citizens of Collin County with fairness, compassion, and respect. The CCSO demands excellence in the quality of their law enforcement, stressing professionalism, integrity, and timeliness, so that those they serve may feel secure. CCSO provides equal enforcement and protection of the law without prejudice or favor. CCSO promotes the setting of goals in partnership with the community, and prioritizes and addresses problems based on the concerns of the community. Committed to continuous improvement in law enforcement, CCSO promotes and utilizes the most modern techniques available.

To support its law enforcement mission, CCSO personnel utilize safety wear and protective equipment during authorized duties and operations. Deputies and authorized personnel regularly operate in environments that require reliable and durable safety gear to enhance officer protection, visibility, identification, and operational effectiveness.

While CCSO is the primary department using safety wear under this contract, additional Collin County Departments with peace officers that may use this contract include, but are not limited to, Constables, District Attorney's Office, District Courts, Juveniles, CSCD, and the Fire Marshal.

1.3. TIMELINE

Release Project Date: June 30, 2026

Question Submission Deadline: July 23, 2026, 2:00pm

Response Submission Deadline: August 6, 2026, 2:00pm

2. SPECIAL CONDITIONS AND SPECIFICATIONS

2.1. AUTHORIZATION

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

2.2. PURPOSE

The intended use/purpose for this Invitation For Bid:

IFB 2026-318 Safety Wear

Collin County Law Enforcement is seeking bids to procure Safety Wear. Award will be made to the lowest bidder who is responsive and responsible, meeting all required specifications. There will also be a percentage off category line for additional items within the category awarded to the lowest bidder of the firm, fixed line items. Bids must be submitted by Thursday, August 6, 2026 at 2PM, CST. All inquiries should be directed to Jingna Lyu in the Purchasing Office.

2.3. TERM

Successful vendor(s) will be awarded a twelve (12) month contract, effective from date of award or upon expiration of the current contract, whichever is later. At Collin County's option and approval by the vendor, the contract may be renewed for two (2) additional one (1) year periods.

2.4. TRANSITIONAL PERIOD

Upon normal completion of this contract, not to include termination for default, and in the event that no new contract has been awarded by the original expiration date of the existing contract including any extension thereof, it shall be incumbent upon the Contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the original expiration date of the existing contract and any extension thereof.

2.5. 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. **Funding for this project may also include federal, state, or private grant funds; the**

contractor agrees to comply with all applicable grant compliance mandates and federal procurement regulations. 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.

2.6. 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.

2.7. PRICE REDETERMINATION

A price redetermination may be considered by Collin County only at the twelve (12) month and twenty-four (24) month anniversary date of the contract. All requests for price redetermination shall be in written form and shall be submitted at a minimum of ninety (90) days prior to anniversary date and shall include documents supporting price redetermination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Collin County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

2.8. WARRANTY

Awarded bidder shall honor all manufacturer's warranties associated with the awarded items. If bidding alternates, bidder shall attach a copy of a complete description of the standard warranty terms and conditions. In all purchases made by the County, availability and accessibility of warranty service may be considered in determining the lowest responsible bidder.

2.9. DELIVERY TIME/CHARGES

Delivery time is an important consideration in the evaluation of the lowest and best bid. Delivery will be FOB to Collin County location as specified on each purchase order. All charges for standard delivery/freight are to be included in the bid price. No additional delivery fees will be paid by Collin County.

2.10. DELIVERY REQUIREMENTS

Locations for delivery and installation will be stated on each ordering entity's purchase order. Delivery shall include assembly, set-up and installation and shall be included in the bid price. Deliveries not matching "SHIP TO" address from Purchase Order shall be refused/rejected and returned to vendor for shipping to correct address. No additional delivery fees will be paid by Collin County.

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 or the Collin County Governmental Purchasers Forum.

2.12. SAMPLES/DEMOS

When requested, samples/demos shall be furnished to the County at no expense. These samples will be used to determine that the product bid does meet the specifications as listed in this IFB. Bidders will ensure that an "RMA", Return Material Authorization accompanies their shipment of items for testing or the items will be considered a donation to Collin County. Once the selection process has been completed and awards have been made the non-awarded bidder(s) items will be returned to those who have enclosed an "RMA" Return Material Authorization. For those bidder(s) who have been awarded items Collin County will keep all samples for comparison against future orders. Samples of items not meeting the specifications will not be considered for award. Bidders are required to provide samples within five (5) business days following the request of the buyer.

2.13. DESCRIPTIVE LITERATURE

If offering an equivalent model substitution, each bidder is requested to submit with this IFB a copy of descriptive literature sufficient in detail to enable an intelligent comparison of the specification of the product(s) bid. Failure to provide literature with this the IFB may result in rejection of the bid or that part of the bid.

2.14. EQUIVALENT MODEL SUBSTITUTION

If in these specifications, Collin County requests pricing for specific models listed in the line items and should the manufacturer discontinue or add a model during the term of the contract or any renewal periods, Vendor will keep the awarded price for the replacement model.

2.15. APPROXIMATE USAGE

Estimated annual quantity of this contract is one thousand eight hundred and sixty-three (1863) safety wear items. Approximate usage does not constitute an order, but only implies the probable quantity the County will use. Commodities will be ordered on an as-needed basis.

2.16. APPROXIMATE VALUE

Estimated annual value of this contract is two hundred sixteen thousand dollars (\$216,000.00) but varies per year based on usage.

2.17. EVALUATION AND AWARD

Award of this contract shall be made to the responsive bidder 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. The percentage off line for each section will be awarded to the overall lowest bidder of each section. Collin County further reserves the right to make a primary, secondary and tertiary award of this contract.

1. The bidder's past experience of honoring contracts at the quote price as well as their past delivery history with Collin County, will be an important consideration in the evaluation of the lowest and best bid.
2. Bidders failing to provide the information necessary for the evaluation of the bid may be considered non-responsive.

2.18. PERCENTAGE DISCOUNT OFF CURRENT PUBLISHED CATALOGS

The County is also requesting the bidder to provide a percentage discount off the current published catalog price for line items not specifically listed in this IFB. Bidder is requested to provide a PDF of or link to their online catalog, which will become a part of the bid and subsequent contract, a current catalog(s)/price list/pricing schedule of equipment items available to Collin County, to which the percentage discount will be applied. The net pricing to Collin County (catalog price less offered discount) shall be consistent throughout the contract period.

The purpose of the discount is to allow Collin County to purchase items in the manufacturer's catalog at the discounted price for requests that are not under the "percent off cost of similar items not herein listed" in this IFB. The successful bidder's catalog must offer a full range of safety wear including common brand name items.

If bidder does not supply the PDF or link to their online catalog with their bid response, the successful bidder(s) shall provide the PDF or link to the online catalog(s) within 5 days of request by the buyer.

3. SCOPE OF WORK

3.1. Safety Wear Scope of Work

Safety Wear covered under this solicitation will be utilized by sworn County law enforcement officers.

Bidders shall comply with all State of Texas and local safety wear laws with respect to the sale and distribution of safety wear.

The specifications are minimum requirements and are intended to govern, in general, the size and type of signs/materials desired. Any exceptions to these minimum specifications shall be stated in the space provided.

Descriptions of items are in the pricing table with each line item.

The use of a particular brand name, make, or model number in this solicitation is intended to be **descriptive, but not restrictive**, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering 'equal' products will be considered for award if such products are clearly identified and determined by the County to meet fully the salient characteristics requirements and must be accompanied by descriptive literature as outlined in 2.13 of the SPECIAL CONDITIONS AND SPECIFICATIONS.

4. 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.

- i. **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

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

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

- iii. **Commercial Automobile Liability** insurance which includes any automobile (owned, non-owned, and hired vehicles) used in connection with the contract.

Combined Single Limit - Each Accident	\$1,000,000
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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.

5. PRICING TABLE

TABLE 1

This table represents the most commonly purchased items by Collin County. Pricing for these line items should be firm and fixed for the term of the contract (1 year).

Line Item	Description	Mfgr	Mfgr Item No.	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Alternate Manufacturer and Model Number (if offering alternate)
1	RISE, Tactical Carrier, 2XL & Larger, Quick Release, Ultra Premium IIIA, in Ranger Green	Angel Armor or Collin County approved equal	01-23040-07	6	each				
2	RISE, Tactical Carrier, 2XL & Larger, Quick Release, Ultra Premium IIIA, in Dark Nav	Angel Armor or Collin County approved equal	01-23040-02	6	each				
3	RISE, Tactical Carrier, 2XL & Larger, Quick Release, Ultra Premium IIIA, in Black	Angel Armor or Collin County approved equal	01-23040-01	6	each				
4	RISE, Tactical Carrier, 2XL & Larger, Quick Release, Ultra Premium IIIA, in various colors not listed above	Angel Armor or Collin County approved equal		6	each				
5	RISE, Tactical Carrier, Quick Release, Ultra Premium IIIA, in Ranger Green	Angel Armor or Collin County approved equal	01-23196-07	6	each				
6	RISE, Tactical Carrier, Quick Release, Ultra Premium IIIA, in Dark Navy	Angel Armor or Collin County approved equal	01-23196-02	6	each				
7	RISE, Tactical Carrier, Quick Release, Ultra Premium IIIA, in Black	Angel Armor or Collin County approved equal	01-23196-01	6	each				
8	RISE, Tactical Carrier, Quick Release, Ultra Premium IIIA, in various colors not listed above	Angel Armor or Collin County approved equal		6	each				

Line Item	Description	Mfgr	Mfgr Item No.	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Alternate Manufacturer and Model Number (if offering alternate)
9	Truth SNAP, 308 Ultra, AAU301, 10" x 12", SC, III	Angel Armor or Collin County approved equal	01-00550	20	each				
10	Truth SNAP, 308 Ultra, AAU301, 10" x 12", FC, III	Angel Armor or Collin County approved equal	01-00549	20	each				
11	Truth SNAP, 308 Ultra, AAU301, 9" x 11", SC, III	Angel Armor or Collin County approved equal	01-00552	20	each				
12	Truth SNAP, 308 Ultra, AAU301, 8" x 10", SC, III	Angel Armor or Collin County approved equal	01-00554	20	each				
13	Truth SNAP, 308 Ultra, AAU301, 9" x 11", FC, III	Angel Armor or Collin County approved equal	01-00551	20	each				
14	Truth SNAP, 308 Ultra, AAU301, 8" x 10", FC, III	Angel Armor or Collin County approved equal	01-00553	20	each				
15	Truth SNAP, 308 Ultra, AAU301, 7 "x 9", FC, III	Angel Armor or Collin County approved equal	01-00555	20	each				
16	Ally One, ID Placard X-Large, 9.75" x 3.75", in Custom or authorized colors	Angel Armor or Collin County approved equal	01-00690-07-00-CU	20	each				
17	Ally One, Name Strip, 1" x 5", in Custom or authorized colors	Angel Armor or Collin County approved equal	01-00678-07-00-CU	20	each				
18	Ally One, Roo Pouch Placard, Ranger Green, V2	Angel Armor or Collin County approved equal	01-22915-07-V2	20	each				
19	Ally One, Triple Rifle Placard, Dark Navy, Black, V2	Angel Armor or Collin County approved equal	01-23521-01-V2	20	each				
20	FM53 Gas Mask Specialist Responder Kit	Avon Protection Systems or Collin County approved equal	FM53	17	each				
21	FM54 Avon Gas Mask	Avon Protection Systems or Collin County approved equal	FM54	17	each				
22	Avon C50 First Responder Kit	Avon Protection Systems or Collin County approved equal	70501-555, 70501-556 & 70501-557	50	each				
23	CTCF50Riot Agent Filter 4 Pack	Avon Protection Systems or Collin County approved equal	AVON-72606-3	10	each				

Line Item	Description	Mfgr	Mfgr Item No.	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Alternate Manufacturer and Model Number (if offering alternate)
24	Micro Trauma Kit NOW!, MOLLE Mount, Blue Force Gear or Collin County approved equal	Blue Force Gear or Collin County approved equal	BT-TKN-MTKN-Filled-003-BK	12	each				
25	Helium Whisper, Advanced Supplies, Black								
25	Tourniquet NOW! Strap Tourniquet Holder, Ranger Green	Blue Force Gear or Collin County approved equal	M-TQH-TNS-RG	24	each				
26	Mil Spec Crux™ 1.5L Reservoir	CamelBak or Collin County approved equal	CB-2053001015	12	each				
27	Cobra Cuffs	Cobra Cuffs or Collin County approved equal	MS24D-250-6-BK	17	each				
28	Cole-TAC Brain Bucket Helmet Bag - Black	Cole-TAC or Collin County approved equal		17	each				
29	Invisio V10 PTT, 1 Comm, Item #INV16248	Invisio or Collin County approved equal	INV16248	5	each				
30	Invisio V50 PTT, 2 Comm, Item #INV16251	Invisio or Collin County approved equal	INV16251	5	each				
31	Invisio T30 Headset Item #INV35624	Invisio or Collin County approved equal	INV-T30	5	each				
32	Invisio X5 Headset	Invisio or Collin County approved equal	INV-X5	5	each				
33	Invisio X5 Hygiene Kit & Canal Tips	Invisio or Collin County approved equal		5	each				
34	Invisio Com Cable -CC01 - 12 Pin (Motorola MTP850S/APX/SRX) Black - 800 mm (Item #PRD12207)	Invisio or Collin County approved equal	PRD12207	5	each				
35	Invisio T7 Helmet Adapter Mount, Upper Rail	Invisio or Collin County approved equal	INV-T7-ARM	5	each				
36	Invisio T7 Control Unit, Dual Comm Intercom	Invisio or Collin County approved equal	INV-T7-CU	5	each				
37	Rain Jacket - Mod 1	Mantle Clothing or Collin County approved equal		17	each				
38	Rain Pants - Mod 2	Mantle Clothing or Collin County approved equal		17	each				
39	Combat Application Tourniquet (C-A-T)	North American Rescue or Collin County approved equal	30-0001	24	each				

Line Item	Description	Mfgr	Mfgr Item No.	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Alternate Manufacturer and Model Number (if offering alternate)
40	TOURNIQUET CASE GEN 7 C-A-T, TOURNIQUET TACTICAL C3 C-A-T RIGID HOLDER Black	North American Rescue or Collin County approved equal	80-0479	24	each				
41	Standard Issue Ballistic M Frame Alpha	Oakley or Collin County approved equal		17	each				
42	SUPPRESSOR SENSOR GLOVES	Outdoor Research or Collin County approved equal	266840	17	each				
43	Ballistic Blanket - 32" - 72" IIIA	Point Blank Enterprises or Collin County approved equal		1	each				
44	Ballistic Shield Phalanx Level IIIA+	Point Blank Enterprises or Collin County approved equal		3	each				
45	Model Speed Plates, Level IIIA, Multi Curve, 5" x 7" Rifle Plate	Point Blank Enterprises or Collin County approved equal	10024/10025	45	each				
46	Model Speed Plates, Level IIIA, Multi Curve, 7" x 9" Rifle Plate	Point Blank Enterprises or Collin County approved equal	10024/10025	45	each				
47	Ballistic Vest, Point Blank AX3A LEVEL IIIA with HiLite Carrier, Black	Point Blank Enterprises or Collin County approved equal		20	each				
48	BCIIIA-2 HiLite Carriers - Black	Point Blank Enterprises or Collin County approved equal	HL6BC3CS0M	20	each				
49	AXIIIA-1 HiLite Carrier - Black or Navy	Point Blank Enterprises or Collin County approved equal	HL6AD1BV0M	20	each				
50	HiLite Carrier Only - Navy	Point Blank Enterprises or Collin County approved equal	HL6N00BV0M	20	each				
51	Active Shooter Rifle Plate Carrier w/ 2 10" x 12" Lvl. IV Shooters Cut Plates	Point Blank Enterprises or Collin County approved equal	PCU600BV00J	20	each				
52	AXII-1 HiLite Carrier-Navy	Point Blank Enterprises or Collin County approved equal	HL6AXABV0M	20	each				
53	Ballistic Vest, Point Blank Speed Plate, 8" x 10" Multi Curve Shooter's Cut	Point Blank Enterprises or		1	each				

Line Item	Description	Mfgr	Mfgr Item No.	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Alternate Manufacturer and Model Number (if offering alternate)
		Collin County approved equal							
54	ASpis Z LVL III 20X30 W/ VIEWPOINT AND LIGHT	Point Blank Enterprises or Collin County approved equal	BP1537	10	each				
55	HYPERX™ FULL COVERAGE, Advanced Webless System, Quick Clip Attach, Interchangeable system FirstSpear® Tubes™ & VELCRO® Closure	Safariland or Collin County approved equal	1362222-Q	17	each				
56	HYPERX™ FC Ballistic Panel Set, HARDWARE® 68 Level IIIA	Safariland or Collin County approved equal	1361340	17	each				
57	HYPERX™ Standard 5" Cummerbund Ballistic Panel Set, HARDWARE® 68 Level IIIA	Safariland or Collin County approved equal	1354674	17	each				
58	HYPERX™ Wide External Shoulders, HARDWARE® 68 Level IIIA	Safariland or Collin County approved equal	1362404	17	each				
59	HYPERX™ G3 FST Structured Upper Arm, HARDWARE® 68 Level IIIA	Safariland or Collin County approved equal	1361603	17	each				
60	HYPERX™ Lower Abdomen / Spine, AWS, HARDWARE® 68 Level IIIA	Safariland or Collin County approved equal	1368299	17	each				
61	HYPERX™ Groin Protector, HARDWARE® 68 Level IIIA	Safariland or Collin County approved equal	1368304	17	each				
62	HYPERX™ ID Patch - Large 8.5" X 3"	Safariland or Collin County approved equal	1223589-L	17	each				
63	HYPERX™ ID Patch - Small 5.5" X 3"	Safariland or Collin County approved equal	1223589-S	17	each				
64	HYPERX™ Collar, HARDWARE® 68 Level IIIA	Safariland or Collin County approved equal	1354150	17	each				
65	HYPERX™ Throat, HARDWARE® 68 Level IIIA	Safariland or Collin County approved equal	1362395	17	each				
66	HYPERX™ AWS Zip-On Back AWS Placard	Safariland or Collin County approved equal	1354719	17	each				
67	HYPERX™ Zip-On Backpack and AWS Platform	Safariland or Collin County approved equal	1366956	17	each				
68	HYPERX™ Radio/Magazine Pouch, VELCRO® Attachment, Right & Left Kit	Safariland or Collin County approved equal	1362458	17	each				

Line Item	Description	Mfgr	Mfgr Item No.	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Alternate Manufacturer and Model Number (if offering alternate)
69	HYPERX™ HYBRID Ballistic Panel Set, SX™ L	Safariland or Collin County approved equal	1354701	17	each				
70	HYPERX™ Standard 5" CumberbundBallistic P	Safariland or Collin County approved equal	1354709	17	each				
71	HYPERX™ External Shoulders, SX™ Level IIIA	Safariland or Collin County approved equal	1354136	17	each				
72	Hardwire® IMPAC C1.4 Type III+ ICW HW-2019-01-SB 8.75" x 11.75" SAPI Small	Safariland or Collin County approved equal	1365275	17	each				
73	Hardwire® IMPAC C1.4 Type III+ ICW HW-2019-01-SB 9.5" x 12.5" SAPI Medium	Safariland or Collin County approved equal	1365274	17	each				
74	Hardwire® IMPAC C1.4 Type III+ ICW HW-2019-01-SB 10.25" x 13.25" SAPI Large	Safariland or Collin County approved equal	1365273	17	each				
75	Hardwire® IMPAC C1.4 Type III+ ICW HW-2019-01-SB 11" x 14" SAPI Xlarge	Safariland or Collin County approved equal	1365272	17	each				
76	Safariland Hybrid Carrier System AWS FST/VC	Safariland or Collin County approved equal	1356120	17	each				
77	X-CAL DTC1 Type IV ICW 10.25" x 13.25" Multi C	Safariland or Collin County approved equal	1345367	34	each				
78	IMPAC C1 Special Threat ICW 10" x 12" Multi-Curve Shooters Cut, Black	Safariland or Collin County approved equal	1347534	34	each				
79	Antenna Relocation Kit x 2 for Dual Comms TCI M.A.S.T.	Safariland or Collin County approved equal		17	each				
80	Ballistic Panel SX Level IIIA, A7	Safariland or Collin County approved equal		50	each				
81	Ballistic Panel SX Level IIIA, A5	Safariland or Collin County approved equal	SBA-1219794-F	50	each				
82	2.0 Soft Trauma Plate 5" x 8"	Safariland or Collin County approved equal		50	each				
83	Model X-CAL DTC1 Type III ICW 10" x 12" Multi Curve Plate	Safariland or Collin County approved equal	1166518	50	each				
84	PROTECH 2.0 Oregon City Carrier	Safariland or Collin County approved equal	DN6566	50	each				

Line Item	Description	Mfgr	Mfgr Item No.	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Alternate Manufacturer and Model Number (if offering alternate)
85	Protech X-CAL ICW Level 3 Rifle Plate 7" x 9"	Safariland or Collin County approved equal	PTA-1184770	20	each				
86	Protech X-CAL DTC1 Type III ICW 10" x 12" Multi	Safariland or Collin County approved equal	PTA-1345363	20	each				
87	M Series Concealable Carrier	Safariland or Collin County approved equal	SBA-M2	50	each				
88	M2+ Carrier	Safariland or Collin County approved equal	SBA-1350011	20	each				
89	Safariland Body Armor U1 Front Opening, Dark Navy	Safariland or Collin County approved equal	SBA-U1-FRNT-DN6701	1	each				
90	Bothell PD Carrier with Pen Pockets and Napoleon Pockets	Safariland or Collin County approved equal	SBA-1303518-BC	1	each				
91	Helmet System - TEAM WENDY EXFIL SL, Black, Large (TWEXFIL-SL)	Team Wendy or Collin County approved equal	76-22S-E22	17	each				
92	Helmet Cover - TEAM WENDY EXFIL 3.0 Helmet Cover - Black	Team Wendy or Collin County approved equal		17	each				
93	Tru-Spec 24-7 Xpedition Tactical Pants, size 28-44, Inseam 30-36, in various colors	Tru-Spec or Collin County approved equal		17	each				
94	Tru-Spec 24-7 Xpedition Tactical Pants, in Non-Standard sizes not listed above, in various colors	Tru-Spec or Collin County approved equal		17	each				
95	Tru-Spec Combat shirts, short sleeve SR - 3XLR, in Black, Multicam, OD Green, Navy, or authorized colors	Tru-Spec or Collin County approved equal		17	each				
96	Tru-Spec Combat shirts, short sleeve in Non-Standard sizes not listed above, in Black, Multicam, OD Green, Navy, or authorized colors	Tru-Spec or Collin County approved equal		17	each				
97	Tru-Spec Q-Zip Combat shirt, long sleeve XSR - 2XLL, in Black, Navy, OD Green, LE Green, or authorized colors	Tru-Spec or Collin County approved equal		17	each				
98	Tru-Spec Q-Zip Combat shirt, long sleeve in Non-Standard sizes not listed above, in Black, Navy, OD Green, LE Green, or authorized colors	Tru-Spec or Collin County approved equal		17	each				
99	Gas Mask Drop Leg/Pouch	TYR Tactical or Collin County approved equal	TYR-OD730-CAN	17	each				
100	TYR Tactical Modular Assaulters Belt	TYR Tactical or Collin County approved equal		17	each				

Line Item	Description	Mfgr	Mfgr Item No.	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Alternate Manufacturer and Model Number (if offering alternate)
101	TYR Dual Point Rigger Belt	TYR Tactical or Collin County approved equal		17	each				
102	United Shield Riot Face Shield with Rail Adapter	United Shield or Collin County approved equal	SOD-RFS-RAIL	50	each				
103	L3 Harris (AN/PVS-31A) Binocular Night Vision Device, Gen 3 (White Phosphor), 2376 Min FOM, Auto-Gated, Unfilmed, Black, BNG001-A48	L3Harris or Collin County approved equal	L3H-BNVD-31A-S	1	each				
104	FM54 Gas Mask Specialist Responder Kit	Avon Protection Systems or Collin County approved equal	FM54	17	each				

TOTAL

TABLE 2

This should represent the percentage off catalog pricing of items represented in Table 1. This discount will cover safety wear items not specifically outlined in the firm, fixed pricing table above. The County is awarding the discount off catalog pricing line item to the vendor or vendors that are lowest firm fixed pricing of each category in table 1.

Line Item	Description	Unit of Measure	Percentage	No Bid	Alternate Manufacturer and Model Number (if offering alternate)
1	Percentage off Angel Armor or Collin County approved equal for line items not represented in pricing in Table 1.	Percent off catalog			
2	Percentage off Avon Protection Systems or Collin County approved equal for line items not represented in pricing in Table 1.	Percent off catalog			
3	Percentage off Blue Force Gear or Collin County approved equal for line items not represented in pricing in Table 1.	Percent off catalog			
4	Percentage off CamelBak or Collin County approved equal for line items not represented in pricing in Table 1.	Percent off catalog			
5	Percentage off Cobra Cuffs or Collin County approved equal for line items not represented in pricing in Table 1.	Percent off catalog			
6	Percentage off Cole-TAC or Collin County approved equal for line items not represented in pricing in Table 1.	Percent off catalog			

Line Item	Description	Unit of Measure	Percentage No Bid	Alternate Manufacturer and Model Number (if offering alternate)
7	Percentage off Invisio or Collin County approved equal for line items not represented in pricing in Table 1.	Percent off catalog		
8	Percentage off L3Harris or Collin County approved equal for line items not represented in pricing in Table 1.	Percent off catalog		
9	Percentage off Mantle Clothing or Collin County approved equal for line items not represented in pricing in Table 1.	Percent off catalog		
10	Percentage off North American Rescue or Collin County approved equal for line items not represented in pricing in Table 1.	Percent off catalog		
11	Percentage off Oakley or Collin County approved equal for line items not represented in pricing in Table 1.	Percent off catalog		
12	Percentage off Outdoor Research or Collin County approved equal for line items not represented in pricing in Table 1.	Percent off catalog		
13	Percentage off Point Blank Enterprises or Collin County approved equal for line items not represented in pricing in Table 1.	Percent off catalog		
14	Percentage off Safariland or Collin County approved equal for line items not represented in pricing in Table 1.	Percent off catalog		
15	Percentage off Team Wendy or Collin County approved equal for line items not represented in pricing in Table 1.	Percent off catalog		
16	Percentage off Tru-Spec or Collin County approved equal for line items not represented in pricing in Table 1.	Percent off catalog		
17	Percentage off TYR Tactical or Collin County approved equal for line items not represented in pricing in Table 1.	Percent off catalog		
18	Percentage off United Shield or Collin County approved equal for line items not represented in pricing in Table 1.	Percent off catalog		

6. GENERAL INSTRUCTIONS

6.1. 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.

6.2. 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/267436>.
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/RFP/RFI/CSP and related Specifications. However, it shall be the sole responsibility of the Bidder/Quoter/Offeror to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. the eProcurement portal, telephoning Purchasing Department directly, etc.) prior to

opening/receipt date and time to insure Bidder's/Quoter's/Offeror's receipt of any addenda issued. Bidder/Quoter/Offeror shall acknowledge receipt of all addenda.

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.

7. TERMS OF CONTRACT

7.1. 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.

8. VENDOR RESPONSE

The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, 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. Is your firm?*

Choose One:

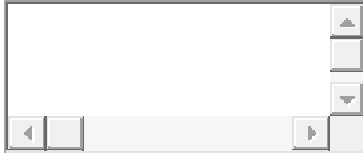
Sole Proprietorship

Partnership

Corporation

*Response required

1.2. List Legal Names in Company*

A rectangular text input field with a light gray border. To the right of the field are three small, vertically stacked square buttons with upward-pointing arrows. Below the field are three small, horizontally arranged square buttons: the leftmost has a left-pointing arrow, the middle is empty, and the rightmost has a right-pointing arrow.

*Response required

2. Bid Forms

3. Vendor Responses

3.1. 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

3.2. Notice*

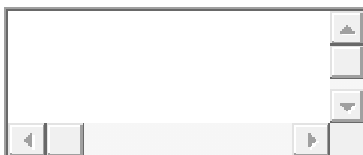
Collin County exclusively uses OpenGov eProcurement Portal for the notification and dissemination of all solicitations. The receipt of solicitations through any other means may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid/proposal non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other means.

☐ Please confirm

*Response required

3.3. 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.

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*Response required

3.4. 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

3.5. Bonding Requirement Acknowledgement*

I understand that the bonding requirements of this solicitation are required and are included in the submitted pricing. A bond certificate (payment, performance, and/or maintenance) as stated in the specification document shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract.

☐ Please confirm

*Response required

3.6. Technology Security Breach Acknowledgement*

When VENDOR experiences a data breach or unauthorized access to the Collin County Data, VENDOR will immediately notify the End-User Department Director, the Chief Information Officer (CIO), and the Purchasing Agent. Within two weeks of such breach, a detailed notification is required and shall include the nature of the breach, the data comprised, the involving parties, mitigation efforts, and corrective actions to be taken by VENDOR. Unless Collin County or any of their affiliates is directly responsible for such breach, VENDOR shall be solely responsible for all expenses related to any data breach or unauthorized access to the Collin County data and shall be by liable for all damages, fines, to include litigation cost. Except as set forth above, Collin County shall not be responsible for any expense associated with data breaches or unauthorized access while the Collin County Data is residing in VENDOR cloud services.

Yes

No

*Response required

3.7. 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".

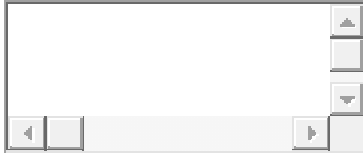
*Response required

3.8. 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.

A rectangular text input field with a light gray border. To the right of the field are three vertically stacked buttons: a small square, a square with a downward arrow, and a square with an upward arrow. Below the field are three horizontally stacked buttons: a square with a leftward arrow, a small square, and a square with a rightward arrow.

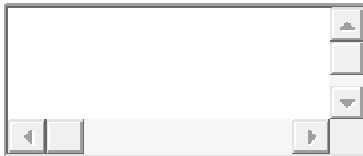
*Response required

3.9. 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.

A rectangular text input field with a light gray border. To the right of the field are three vertically stacked buttons: a small square, a square with a downward arrow, and a square with an upward arrow. Below the field are three horizontally stacked buttons: a square with a leftward arrow, a small square, and a square with a rightward arrow.

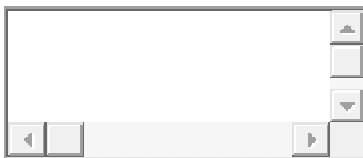
*Response required

3.10. 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.

A rectangular text input field with a light gray border. To the right of the field are three vertically stacked buttons: a small square, a square with a downward arrow, and a square with an upward arrow. Below the field are three horizontally stacked buttons: a square with a leftward arrow, a small square, and a square with a rightward arrow.

*Response required

3.11. Cooperative Contracts*

As permitted under Texas Local Government Code Sections 271.101 and 271.102 and Texas Government Code 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

3.12. 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. (Texas Government Code, Title 10, Subtitle F., 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

3.13. 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

3.14. 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

3.15. Anti-Collusion Statement*

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

☐ Please confirm

*Response required

3.16. Disclosure of Interested Parties*

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

☐ Please confirm

*Response required

3.17. Notification Survey*

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

*Response required

3.18. Critical Infrastructure Affirmation*

Pursuant to section 2275.0102 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 2275.0103, or (2) headquartered in any of those countries.

☐ Please confirm

*Response required

3.19. Energy Company Boycotts*

Pursuant to Section 2276.002 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

3.20. Firearm Entities and Trade Associations Discrimination*

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

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

3.21. Recycling Preference (please skip if not applicable)

IF applicable:

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

☐ Please confirm

3.22. Please upload RECYCLED MATERIAL CONTENT QUESTIONNAIRE AND AFFIDAVIT if applicable

Please upload your response

3.23. AI Acknowledgement*

The County requires that all submitted content be the product of human authorship or have undergone substantial human review and modification. This is to ensure that the final proposal accurately reflects the Bidder's capabilities, experience, and understanding of the requirements. The Bidder is ultimately responsible for the accuracy, truthfulness, and completeness of their submission. Any submission found to contain misleading information, whether from AI or otherwise, may be subject to penalties or disqualification.

Please confirm all submitted content was either authored by or substantially reviewed a human and not AI and the submission accurately reflects company's/firm's capabilities, experience, and understanding of the requirements.

☐ Please confirm

*Response required

3.24. W-9*

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

Please upload your response

*Response required

3.25. 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

3.26. 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.collincountytexas.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 – Sheriff's Office:

Jim Skinner - Sheriff

Matthew Langan – Chief Deputy

Jeff Price – Assistant Chief Deputy

Chris Campbell – Captain

Robert Langwell – Lieutenant

Casey Clopton – Deputy Sheriff

Department – Juvenile Probation:

Cynthia Gore – Director Of Juvenile Services

Mitzi Murray – Office Coordinator

Department – Constable:

Matthew Carpenter – Constable PCT 1

Timothy O'Connor – Chief Deputy Constable

Howard Kurtz – Constable PCT 2

Thomas Wylie – Chief Deputy Constable

Sammy Knapp – Constable PCT 3

Reginald Green – Chief Deputy Constable

Steven Asher – Constable PCT 4

Jon Tutt – Chief Deputy Constable

Department – Fire Marshal:

Jason Browning – Emergency Manager/ Fire Marshal

Brandi Bullard – Administrative Secretary

Department – District Attorney:

Gregory Willis – District Attorney

Odis Menser – Chief Criminal Investigator (DA)

Deborah Harrison – Chief Felony Prosecutor

Department – Community Supervision:

Cynthia Powell – Office Coordinator CSCD

Leticia Gibbs – Director of CSCD

Department – County Courts at Law:

David Rippel – CCL Judge

Andrew Garcia – Deputy Court Administrator

Purchasing:

Michelle Charnoski, NIGP-CPP, CPPB – Purchasing Agent

Marci Chrismon, CPPB – Assistant Purchasing Agent

Jingna Lyu – 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.

Please upload your response

3.27. 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

3.28. GRANT FUNDING ACKNOWLEDGEMENT*

Bidders are hereby notified that this project may be funded, in whole or in part, with federal funds. The awarded contractor will be required to comply with all applicable federal laws, regulations, executive orders, and federal agency policies and directives (including, but not limited to, the Uniform Guidance found at 2 CFR Part 200).

By submitting a bid, the Bidder acknowledges that they are familiar with federal contracting requirements and agrees to adhere to all mandatory provisions. The contractor further agrees to execute any addenda or contract amendments required to ensure the ultimate contract fully complies with all terms and conditions associated with the federal funding.

Yes

No

*Response required

3.29. 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