

Solicitation 2015-154

Installation of Detention Center Walk-In Freezer

Bid designation: Public



Collin County

Bid 2015-154 Installation of Detention Center Walk-In Freezer

Bid Number **2015-154**
Bid Title **Installation of Detention Center Walk-In Freezer**

Bid Start Date **In Held**
Bid End Date **May 7, 2015 2:00:00 PM CDT**
Question & Answer End Date **May 4, 2015 10:00:00 AM CDT**

Bid Contact **J.D. Griffin, CPPB**
Buyer II
Collin County Purchasing
jgriffin@co.collin.tx.us

Contract Duration **One Time Purchase**
Contract Renewal **Not Applicable**
Prices Good for **90 days**
Pre-Bid Conference **Apr 21, 2015 2:00:00 PM CDT**
Attendance is mandatory
Location: Collin County Justice Center Jail
4300 Community Ave.
McKinney, TX 75071
Meet at the Jail Dock on North end of the Justice Center Jail.

Standard Disclaimer *****Note to Bidders/Offerors~The following standard disclaimer applies to Invitation to Bid (IFB), Competitive Sealed Proposal (CSP), and Request for Proposal (RFP) ONLY, not applicable to Request for Qualifications (RFQ) or Request for Information (RFI).*****
Mailing Address:
Collin County Purchasing
2300 Bloomdale Rd., Ste 3160
McKinney, TX 75071
Prices bid/proposed shall only be considered if they are provided in the appropriate space(s) on the Collin County bid form(s). For consideration, any additions or deductions to the bid/proposal prices offered must be shown under the exceptions section of the bid/proposal in the case of electronic submittal, ONLY in the case of a hard copy submittal will an additional attachment be allowed. Extraneous numbers, prices, comments, etc. or bidder/offeror generated documents appearing elsewhere on the bid or as an additional attachment shall be deemed to have no effect on the prices offered in the designated locations. All delivery and freight charges (F.O.B. inside delivery at Collin County designated locations) are to be included as part of the bid/quote/proposal price. All components required to render the item complete, installed and operational shall be included in the total bid/quote/proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.

Bid Comments **Collin County is requesting bids for this project for two options. Only one option will be awarded.**

Item Response Form

Item **2015-154--01-01 · Option One: Walk-In Freezer, 25' x 16'**
Quantity **1 lump sum**
Unit Price
Delivery Location **Collin County**
Justice Center/Warehouse
RECEIVING DOCK
4300 COMMUNITY AVE

MCKINNEY TX 75071

Qty 1**Description**

Materials and Labor for one Walk-in freezer, 25' x 16' x 9' 2". Reference Section 4.0 and Attachment's A and B for specifications. Bidder shall state make and model of freezer being bid and upload specification sheet(s).

Item 2015-154--01-02 · Option Two: Walk-In Freezer, 35' x 16'**Quantity** 1 lump sum**Unit Price** **Delivery Location****Collin County**Justice Center/Warehouse

RECEIVING DOCK

4300 COMMUNITY AVE

MCKINNEY TX 75071

Qty 1**Description**

Materials and Labor for one Walk-in freezer, 35' x 16' x 9' 2". Reference Section 4.0 and Attachments B and C for specifications. Bidder shall state make and model of freezer being bid and upload specification sheet(s).



COLLIN COUNTY, TEXAS TERMS AND CONDITIONS

1.0 GENERAL INSTRUCTIONS

1.0.1 Definitions

1.0.1.1 Bidder/Quoter/Offeror: refers to submitter.

1.0.1.2 Vendor/Contractor/Provider: refers to a Successful Bidder/Quoter/Contractor/Service Provider.

1.0.1.3 Submittal: refers to those documents required to be submitted to Collin County, by a Bidder/Quoter/Offeror.

1.0.1.4 IFB: refers to Invitation For Bid.

1.0.1.5 RFQ: refers to Request For Qualifications

1.0.1.6 RFP: refers to Request For Proposal.

1.0.1.7 RFI: refers to Request For Information.

1.0.1.8 CSP: refers to Competitive Sealed Proposal

1.0.1.9 Quotation: refers to Request for Quotation

1.1 If Bidder/Quoter/Offeror do not wish to submit an offer at this time, please submit a No Bid Form.

1.2 Awards shall be made not more than ninety (90) days after the time set for opening of submittals.

1.3 Collin County is always conscious and extremely appreciative of your time and effort in preparing your submittal.

1.4 Collin County exclusively uses BidSync 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 addendums 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.

1.5 A bid/quote/submittal may not be withdrawn or canceled by the bidder/quoter/offeror prior to the ninety-first (91st) day following public opening of submittals and only prior to award.

1.6 It is understood that Collin County, Texas reserves the right to accept or reject any and/or all Bids/Quotes/Proposals/Submittals for any or all products and/or services covered in an Invitation For Bid

(IFB), Request For Qualifications (RFQ), Request For Proposal (RFP), Request For Information (RFI), Competitive Sealed Proposal (CSP), and Quotation, 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.

1.7 All IFB's, RFP's, CSP's, RFQ's, and RFI's submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the IFB/RFP/RFQ/RFI/CSP/Quotation 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.

1.8 No oral, telegraphic or telephonic submittals will be accepted. IFB's, RFP's, RFQ's, CSP's, and RFI's, may be submitted in electronic format via **BidSync**.

1.9 All Invitation For Bids (IFB), Request For Proposals (RFP), Request For Qualifications (RFQ), Competitive Sealed Proposals (CSP), and Request For Information (RFI), submitted electronically via **BidSync** shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the IFB, RFP, RFQ, CSP, and/or RFI.

1.10 Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all Invitation For Bids (IFB), Request For Proposals (RFP), Request For Qualifications (RFQ), Competitive Sealed Proposals (CSP), Request For Information (RFI), submitted in hard copy paper form. IFB's, RFP's, RFQ's, CSP's, RFI's, received in 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.

1.11 For hard copy paper form submittals, any alterations made prior to opening date and time must be initialed by the signer of the IFB/RFQ/RFP/CSP/RFI/, guaranteeing authenticity. Submittals cannot be altered or amended after submission deadline.

1.12 Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.

1.13 Any interpretations, corrections and/or changes to an Invitation For Bid/Request For Qualifications/Request For Proposal/Request for Information/Competitive Sealed Proposal, 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 seven (7) days prior to the opening/receipt date. 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 **BidSync**, by facsimile, E-mail transmission or mailed via the US Postal Service.

1.13.1 Addenda will be transmitted to all that are known to have received a copy of the IFB/RFQ/RFP/RFI/CSP and related Specifications. However, it shall be the sole responsibility of the Bidder/Quoter/Offeror to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. **BidSync** at www.bidsync.com, telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Bidder/Quoter/Offeror's receipt of any addenda issued. Bidder/Quoter/Offeror shall acknowledge receipt of all addenda.

1.14 All materials and services shall be subject to Collin County approval.

1.15 Collin County reserves the right to make award in whole or in part as it deems to be in the best interest of the County.

1.16 The Bidder/Quoter/Offeror 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.

1.17 Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.

1.18 Bidders/Quoters/Offerors taking exception to the specifications shall do so at their own risk. By

offering substitutions, Bidder/Quoter/Offeror shall state these exceptions in the section provided in the IFB/RFQ/RFP/CSP/Quotation or by attachment. Exception/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 exception(s)/substitution(s) deemed to be in the best interest of the County.

1.19 Minimum Standards for Responsible Prospective Bidders/Quoters/Offerors: A prospective Bidder/Quoter/Offeror must meet the following minimum requirements:

- 1.19.1 have adequate financial resources, or the ability to obtain such resources as required;
- 1.19.2 be able to comply with the required or proposed delivery/completion schedule;
- 1.19.3 have a satisfactory record of performance;
- 1.19.4 have a satisfactory record of integrity and ethics;
- 1.19.5 be otherwise qualified and eligible to receive an award.

Collin County may request documentation and other information sufficient to determine Bidder's/Quoter's/Offeror's ability to meet these minimum standards listed above.

1.20 Vendor shall bear any/all costs associated with its preparation of an RFI/IFB/RFQ/RFP/CSP/Quotation submittal.

1.21 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.

1.22 The Bidder/Quoter/Offeror shall comply with Commissioners' Court Order No. 2004-167-03-11, County Logo Policy.

1.23 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.

1.24 Bid Openings: All bids submitted will be read at the county's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should be not construed as a comment on the responsiveness of such bid or as any indication that the county accepts such bid as responsive.

The county will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, Collin County Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The county will notify the successful bidder upon award of the contract and, according to state law; all bids received will be available for inspection at that time.

2.0 TERMS OF CONTRACT

2.1 A bid/quote/proposal, 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 an Amendment and/or a Change Order.

2.2 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.

2.3 No public official shall have interest in the contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

2.4 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.

2.5 Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

2.6 Bids/Quotes/Proposals 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.

2.7 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.

2.8 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.

2.9 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.

2.10 If a contract, resulting from a Collin County IFB, RFP, RFQ, CSP, Quotation is for the execution of a public work, the following shall apply:

2.10.1 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of \$25,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.10.2 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Performance Bond if the contract is in excess of \$100,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.11 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.

2.12 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.

2.13 Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents

designated by Collin County.

2.14 All delivery and freight charges (FOB Inside delivery at Collin County designated locations) are to be included as part of the bid/quote/proposal price. All components required to render the item complete, installed and operational shall be included in the total bid/quote/proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.

2.15 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.

2.16 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.

2.17 Invoices shall be mailed directly to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. All invoices shall show:

2.17.1 Collin County Purchase Order Number;

2.17.2 Vendor's/Contractor's/Provider's Name, Address and Tax Identification Number;

2.17.3 Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.

2.18 Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.

2.19 All warranties shall be stated as required in the Uniform Commercial Code.

2.20 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.

2.21 The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.

2.22 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.

2.23 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.

2.24 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.

2.25 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.

2.26 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.

2.27 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.

2.28 Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by the Collin County's Sheriff's Office prior to access being granted to Collin County. Upon request, Vendor/Contractor/Provider shall provide list of individuals to Collin County Purchasing Department within five (5) working days.

2.29 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.

2.30 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.

2.31 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/Quoter/Offeror 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/Quoter/Offeror will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.

2.32 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.

2.33 Delays and Extensions of Time when applicable:

2.33.1 If the Vendor/Contractor/Provider is delayed at any time in the commence or progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Vendor/Contractor/Provider's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Owner or Architect/Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner/Architect may determine.

2.33.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction.

NOTE: All other terms and conditions (i.e. Insurance Requirements, Bond Requirements, etc.) shall be stated in the individual IFB/RFQ/RFP/RFI/CSP/Quotation Solicitation documents as Special Terms, Conditions and Specifications.

3.0 INSURANCE REQUIREMENTS

3.1 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.

3.1.1 **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.

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

3.1.2 **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 |

3.1.3 **Commercial Automobile Liability** insurance including owned, non-owned, and hired vehicles used in connection with the contract.

- Combined Single Limit – Each Accident: \$1,000,000

3.2 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

3.2.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be provided for General Liability, Commercial Automobile Liability and Workers' Compensation.

3.2.2 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

3.2.3 All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.

3.2.4 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.

3.2.5 All copies of Certificates of Insurance shall reference the project/contract number.

3.3 All insurance shall be purchased from an insurance company that meets the following requirements:

3.3.1 A financial rating of A+VII or better as assigned by the BEST Rating Company or equivalent.

3.4 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:

3.4.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

3.4.2 Sets forth the notice of cancellation or termination to Collin County.

4.0 SPECIAL CONDITIONS AND SPECIFICATIONS

4.1 Authorization: By order of the Commissioners' Court of Collin County, Texas sealed bids will be received for Installation of Detention Center Walk-in Freezer.

4.2 Purpose: The intended use/purpose for this Invitation For Bid is to describe the specifications and requirements of a turn-key installation of one (1) Walk-In Freezer at Collin County Detention Center. Collin County is requesting pricing for two (2) options. Only one (1) option will be awarded.

4.3 Pre-Bid Conference: A mandatory pre-bid conference will be held at 2:00 P.M., April 21, 2015 at the Collin County Justice Center Jail Dock located at 4300 Community Ave., McKinney, TX 75071. All prospective bidders are requested to have a representative present. It is the bidder's responsibility to review the site and documents to gain a full understanding of the requirements of the bid.

4.4 Term: Provide for a contract commencing on the date of the award and continuing until the project is complete.

4.5 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. 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.

4.6 Price Reduction: If during the life of the contract, the Contractor'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.

4.7 Delivery/Completion/Response Time: The Contractor shall state the number of calendar days to complete services at the County's designated location after receipt of purchase order in the space provided on the Company Profile and Signature Form.

4.8 Delivery/Setup/Installation Locations: Locations for delivery and installation are Collin County Justice Center, 4300 Community Ave., McKinney, TX 75071. Delivery, assembly, set-up and installation shall be included in the bid price.

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

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

4.11 Bid Documents: Contractor shall notify Collin County prior to bid if the bid documents are missing scope, incomplete or are contrary to actual site conditions.

4.12 Subcontractors: Contractor shall state names of all subcontractors and the type of work they will be performing on Attachment D-Subcontractor Questionnaire. 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.

4.13 Bonds: In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of \$25,000.00 and a Performance Bond if the contract is in excess of \$100,000. 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).

4.14 Warranties: If within one year after final acceptance of the work by Collin County, any of the work or material is found to be defective or not in accordance with the specifications of the contract, the Contractor shall correct it promptly after receipt of a written notice from the County to do so. This obligation shall survive termination or completion of the contract. The County shall give such notice promptly after discovery of the condition.

The Contractor shall remove from the site all portions of the work which are defective or nonconforming and which have not been corrected unless removal is waived in writing by the County.

In addition to the one year warranty, the Contractor shall warranty the compressor for an additional four (4) years.

4.15 Scope: Contractor shall furnish the necessary labor, equipment, materials, supervision, tools and other related incidentals including refrigeration controls, refrigerant, condensate piping, insulation, electrical, roofing, curbs, fire sprinkler systems, pitch pans and fasteners required to install one (1) walk in freezer at Collin County Detention Center. The primary use of the freezer will be for storage of bulk frozen foods transported into freezer on shipping pallets. Freezer

specifications and installation shall meet all current requirements of ANSI and NSF Standard Number 7 and comply with manufacturer recommendations and current City of McKinney code.

4.16 Project Requirements and Clarifications:

4.16.1 Owner will occupy site during the project. Contractor shall perform work described in this specification with the least inconvenience to daily Jail operations. Contractor shall give Owner sufficient notice of any activity that may conflict with daily operations.

4.16.2 Contractor shall not disrupt utilities servicing the facility without a minimum two (2) day prior written notice and shall obtain Owners prior permission. Contractor is responsible for coordinating with any utility provider, if necessary. Facility is occupied and shall not be without unscheduled power outage per detention regulations.

4.16.3 No substitutions will be accepted unless prior written request is obtained by Owner. Contractor shall submit substitution immediately upon discovery or need of change and shall allow Owner up to ten (10) calendar days for review. Owner will review and respond without delay to the project. Substitutions should offer Owner cost, time or performance advantage but no substitution of contractor convenience will be accepted. Contractor shall amend schedule, if affected.

4.16.4 Contractor shall prepare and submit in writing a Request For Information (RFI) once discovery of information is needed and coordinate the RFI in a prompt manner not to delay contractors or sub-contractors work. RFI's shall be numbered in sequence and contain: subject and information needed; reference to the Specification Section Number (if applicable); sketches, shop drawings, materials, photos and any other pertinent information. Contractor shall prepare and maintain a log of the RFI's in an organized manner.

4.16.5 Progress meetings shall be held bi-weekly or on an as needed basis. Meeting requirements are as follows: Contractor shall conduct meeting, prepare an agenda, prepare meeting minutes, RFI Log, Submittal Logs, schedules, change order logs, payment application, conflicts and Contractor Field Reports. Collin County will provide meeting space.

4.16.6 Working hours for this project are 8:00 AM to 5:00 PM with one hour lunch.

4.16.7 Contractor shall prepare and submit to Owner an estimated progress schedule for the entire project at the pre-construction conference. Progress schedule shall be updated as work proceeds or the schedule changes. Schedule shall identify critical path and long lead times.

4.16.8 Contractor shall prepare a schedule of submittal and allow reasonable time for Owner review (no longer than ten days).

4.16.9 Contractor shall obtain all required permits from the City of McKinney and make arrangements for all tests and/or inspections required. Cost for permits and inspections shall be included in the bid price.

4.16.10 Contractor shall provide shop drawings of unit before fabrication (FAB) with all cut sheets of equipment. All FAB should indicate dimensions, materials, thickness and detailed construction methods.

4.16.11 Contractor shall keep work area clean at all times and free of debris with final make ready cleaning. Contractor may set a dumpster if needed; use of County dumpsters shall not be allowed.

4.16.12 Contractor shall not block access to Jail Dock or restrict normal Jail deliveries, except while unloading equipment.

4.16.13 Contractor shall comply with State and Federal laws and safety regulations.

4.16.14 Owner shall make site visits during construction to observe or verify work is being performed in compliance with the contract documents.

4.16.15 Facility is a non-smoking facility. Smoking is not permitted within twenty-five (25) feet of the facility.

4.16.16 Contractor may utilize the job site area for storage during the project but Owner shall not be responsible for Contractor's material.

4.16.17 Once awarded the contract, a mandatory background check performed by Collin County shall be required for all personnel who will be onsite for this project. A County badge for access and identification shall be issued to all personnel and worn where visible at all times.

4.16.18 Contractor shall provide start-up, testing and adjust equipment for optimum performance.

4.16.19 Contractor shall provide training on freezer operations and controls for Facilities and Jail staff.

4.16.20 Contractor shall provide warranty documents, complete operation manuals with operating procedures, control diagrams and wiring diagrams at project closeout.

4.17 Option One-Specifications:

4.17.1 One walk-in freezer shall be approximately twenty-five (25) feet long by sixteen (16) feet wide by nine (9) feet, two (2) inches high. Interior wall height shall be eight (8) feet, six (6) inches high above finished floor. Reference Attachment A for floor plan showing area where freezer is to be placed.

4.17.2 Interior Temperature: Freezer shall maintain an interior temperature of minus ten (-10) to zero (0) degrees F.

4.17.3 Walls:

4.17.3.1 Walls shall consist of four (4) inch thick insulated panels.

4.17.3.2 Exterior and interior finish: twenty-six (26) gauge white Galvalume, or equal. Surface finish shall be blemish free without defects.

4.17.3.3 Four (4) foot high diamond plate wainscoting on interior walls.

4.17.3.4 Stainless corner guards on outside exterior corners firmly secured with contact adhesive.

4.17.4 Floor:

4.17.4.1 Floor panels shall be four (4) inch insulated reinforced structural flooring capable of supporting up to five thousand (5000) pounds per square foot.

4.17.4.2 Subflooring shall be three-quarter (3/4) inch plywood.

4.17.4.3 Final flooring shall be one-eighth (1/8) inch diamond tread plate.

4.17.5 Door:

4.17.5.1 Door size: approximately forty-five (45) inch wide by seventy-eight (78) inch high. Door shall be of sufficient width to allow passage of a standard shipping pallet.

4.17.5.2 Kick Plate: two (2) each, full width, sixteen (16) gauge stainless steel, forty-eight (48) inch high, One (1) each on exterior and interior of door.

4.17.5.3 Hinges: three (3) each, flush mount with springs.

4.17.5.4 Full magnetic seals gasket.

4.17.5.5 Door sweep on bottom of entry door.

4.17.5.6 Factory installed door frame heater on all sides, header and threshold.

4.17.5.7 Galvanized jamb guards.

4.17.5.8 Clear flexible vinyl strip curtains with full coverage of door opening.

4.17.5.9 Stainless steel security locking bar to secure door from outside, drilled for provisions to padlock.

4.17.5.10 Heated viewport with concealed wiring, fourteen (14) inches by twenty-three (23) inches, of minimum triple thermopane tempered glass.

4.17.5.11 Stainless steel spring loaded standard door latch with key lock option and interior door release.

4.17.6 External Ramp:

4.17.6.1 Dimensions: minimum forty-five (45) inches wide by forty eight (48) inches long.

4.17.6.2 Shall be constructed of three-quarter (3/4) inch plywood subsurface covered with non-slip stainless steel diamond plate.

4.17.7 Refrigeration/Mechanical/Electrical:

4.17.7.1 One (1) each, 6 horse power condenser.

4.17.7.2 Two (2) each, 3 horse power evaporators.

4.17.7.3 One (1) each, high volume condensate pump with piping.

4.17.7.4 Compressor shall be installed on building's roof.

4.17.7.4.1 Contractor shall install a four (4) inch high, three thousand (3000) PSI concrete curb around the unit on the roof.

4.17.7.4.2 A weatherproof exterior electrical source for disconnect shall be located near the compressor with an exterior electrical receptacle and weatherproof cover.

4.17.7.4.3 All roof penetrations shall be properly sealed water tight.

4.17.7.5 Electrical shall be installed by an electrician licensed by the State of Texas and shall comply with current City of McKinney code.

4.17.7.6 Electrical power shall be supplied from Jail B-Mechanical Room which is approximately three hundred (300) feet from the freezer location. Contractor shall provide and install the correct size breaker, wire and conduit.

4.17.7.7 Freezer drain lines shall be installed within the raised floor exiting through the back side of the freezer box and the west side of the building. Contractor shall core brick/block wall on building and install cast nickel bronze downspout nozzle with internal screen draining onto a concrete block. Install shall comply with current City of McKinney code.

4.17.8 Sprinklers:

4.17.8.1 The existing fire sprinkler line at box location shall be reworked to add two drops inside new freezer. Contractor shall tap existing fire sprinkler main and extend a line over freezer enclosure to furnish and install a dry pipe system with two (2) each dry pendant heads for coverage of freezer interior.

4.17.8.2 Penetrations into freezer ceiling shall be made leak proof.

4.17.8.3 Existing sprinklers above the freezer enclosure shall be left in place.

4.17.8.4 Sprinklers shall be installed per current code by a sprinkler installer licensed by the State of Texas.

4.17.9 Interior Lighting:

4.17.9.1 T-5 fluorescent light fixtures, vapor proof light/weatherproof or weather tight. Bulbs shall be in protective plastic globe with wire guard.

4.17.10 Local Operating Network (LON) Freezer Controls Integration:

4.17.10.1 Reference Attachment B for LON Freezer Controls Integration specifications.

4.17.11 Other:

4.17.11.1 All hardware shall be heavy duty, tamper resistant as utilized in prison package.

4.17.11.2 Factory installed heated pressure relief vent.

4.17.11.3 All existing fluorescent light fixtures above the designated freezer box location shall be raised before freezer is set for continued light in the room. Fixtures are currently approximately ninety-five (95) inches above finished floor.

4.17.11.4 The existing loud-speaker located on the north wall shall be moved east approximately twenty (20) feet and surface mounted in conduit on block wall and secured tightly.

4.18 Option Two:

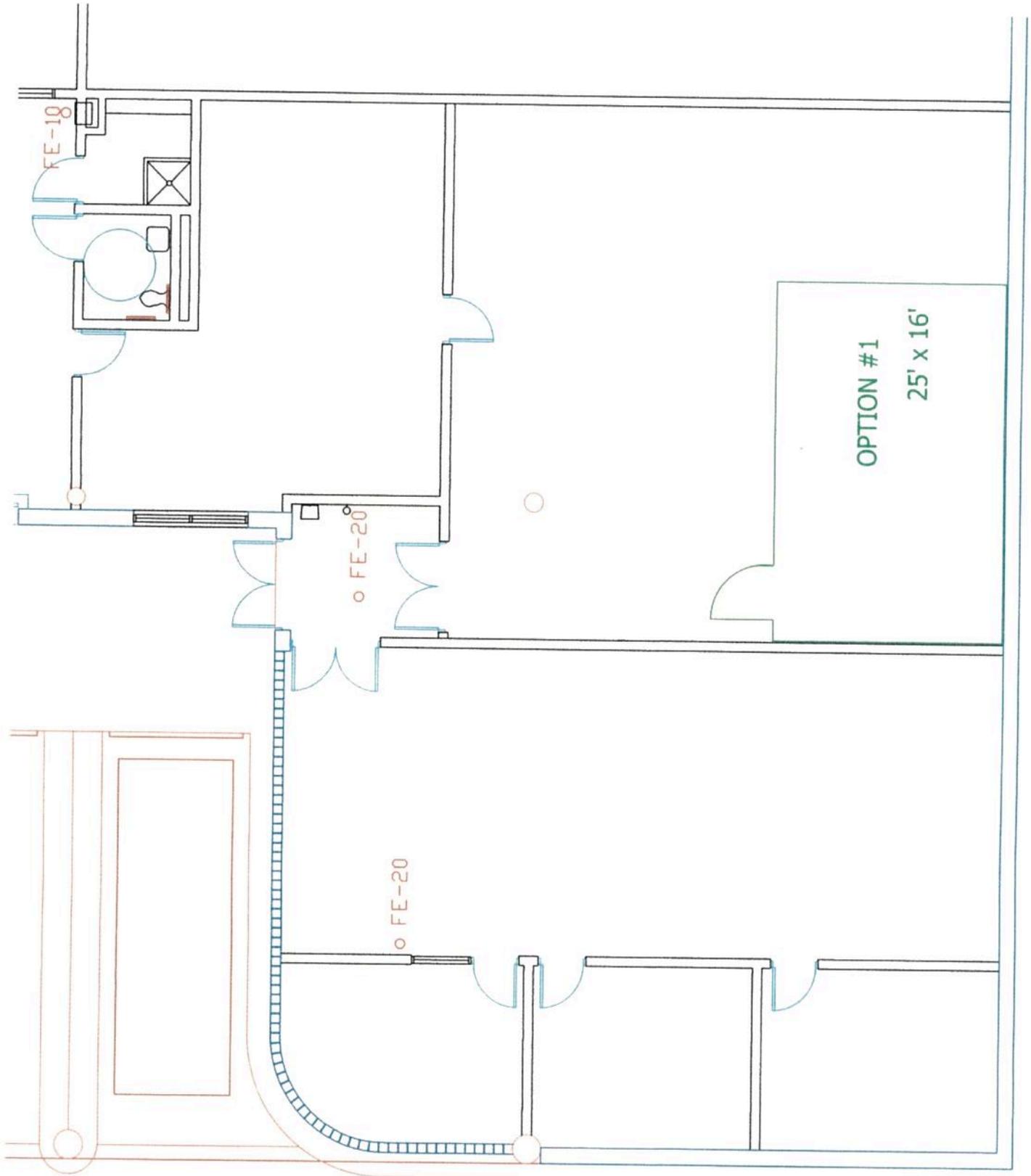
4.18.1 One walk-in freezer, approximately thirty-five (35) feet long by sixteen (16) feet wide by nine (9) feet two (2) inches high with an interior wall height of eight (8) feet six (6) inches above finished floor. Reference Attachment C for floor plan showing area where freezer is to be placed. All special conditions and specifications for option two shall be as stated above with the exception of the following:

4.18.1.1 All associated refrigeration and mechanical equipment and materials required to maintain a final temperature of minus ten (-10) to zero (0) degrees F for the increased freezer size. Bidder shall attach to bid, specification sheets for this equipment.

4.18.1.2 Electrical power shall be supplied from Jail Mechanical Room which is approximately four hundred fifty (450) feet from the freezer location. Contractor shall provide and install the correct size breaker, wire and conduit per current code.

4.18.1.3 If Option Two is awarded, a second existing loud-speaker on the south wall shall be moved east approximately twenty (20) feet and surface mounted in conduit on block wall and secured tightly.

Attachment A - Floor Plan - Option One



Attachment B - LON Freezer Controls Integration Specifications

SPECIFICATION FOR FREEZER CONTROLS INTEGRATION*Define General Scope of Work here***1) GENERAL****a) Definitions**

- (1) **Alarm:** Notification of an abnormal condition.
- (2) **Algorithm:** A logical procedure for solving a recurrent mathematical problem.
- (3) **Analog:** A continuously varying signal value (temperature current, velocity, etc.)
- (4) **Application Generic Controller (AGC):** A networked device or node that contains a complete, configurable application that is generic in nature and suited for various control tasks. The device manufacturer produces this application. The manufacturer exposes a high number of network variables and configuration properties on the device to allow the specific use of the device to be configured with network tools.
- (5) **Application Specific Controller (ASC):** A networked device or node that contains a complete, configurable application that is specific to a particular task. This application is normally produced by the device manufacturer and contains a number of configuration parameters that may be adjusted by network tools.
- (6) **Binary:** A two-state system where an "on" condition is represented by a high signal level and an "off" condition is represented by a low signal level.
- (7) **Bridge:** A device that routes messages or isolates message traffic to a particular segment subnet or domain of the same physical communication media.
- (8) **Building Automation System (BAS):** The complete facility control system comprised of all mechanical system automation, and automatic temperature control, etc., as presently in place within the Collin County Justice Center Adult Detention. The BAS is built upon a single network infrastructure based upon LonWorks Network Services. This infrastructure include field wiring, LON wiring, routers, bridges, raceways, and gateways as required connecting non-interoperable subsystems and devices.
- (9) **Channel:** A physical media serving a number of nodes. All nodes on any given channel 'hear' messages produced by other nodes on the channel. The network configuration and node application program determines whether or not a device responds to the messages.
- (10) **Control Unit:** A LonWorks control product that handles multiple inputs and outputs and more than one control loop. May utilize a supplemental general-purpose microprocessor in addition to the Neuron chip to perform additional functions or software applications.

- (11) **Control Wiring:** Includes conduit, wire and wiring devices to install communications between new walk-in freezer and existing building automation system.
- (12) **Custom Application Controller (CAC):** Programmable control product that incorporates solid-state components based upon the ANSI/CEA 709.1 protocol to perform control loops or functions. The application in the controller is custom software produced by the Control System Contractor specifically for the project. These applications shall conform to the LonWorks functional profiles and interoperability standards. Complete documentation including object diagrams, Device Resource Files (DRF), and External Interface Files (XIF) must be submitted EOR (Engineer of Record) when such devices/controllers are used.
- (1)
- (2) **LonWorks:** General purpose direct digital control technology platform originally developed by Echelon Corporation and now controlled by ANSI and LonMark. The technology employs routers, gateways, bridges, and multimedia transceivers to permit topology and media independent control solutions comprised of multiple interoperable devices.
- (3) **LonMark International (LMI)/LonMark Americas (LMA):** An international member based, non-profit organization with committees of numerous independent product developers, systems integrators, engineers, and end users dedicated to determine and maintain the interoperability guidelines for the LonWorks industry. LMI tests and certifies devices for interoperable compliance.
- (4) A system of distributed control devices that are linked together on a communication bus. A network allows sharing of point information between all control devices. Additionally, a network may provide central monitoring and control of the entire system from an MMI/GUI.
- (5) **Point:** Group of data, which corresponds to a hardware input, output, or calculated value.
- (6) **XIF Files:** The external interface files created in Neuron C defining the LonMark product's network variables, message tags, and hardware related parameters.

b) Abbreviations

- | | |
|------------------|-----------------------------------|
| (1) AGC | Application Generic Controller |
| (2) ASC | Application Specific Controller |
| (3) BAS | Building Automation System |
| (4) BMS | Building Management System |
| (5) CAC | Custom Application Controller |
| (6) COS | Change of State |
| (7) CPU | Central Processing Unit |
| (8) DDC | Direct Digital Controller |
| (9) DPR | Damper |
| (10) DPU | Digital Point Unit |
| (11) DRF | Device Resource File |
| (12) DWGS | Drawings |
| (13) EMCS | Energy Monitoring Control System |
| (14) EP | Electric-pneumatic |
| (15) FAS | Facility Automation System |
| (16) FPB | Fan Powered VAV Box |

(17) FPM	Feet per minute
(18) FACP	Fire Alarm Control Panel
(19) FCC	Fire Command Center
(20) FMS	Fire Management System
(21) GPM	Gallons per minute
(22) GUI	Graphical User Interface
(23) HVAC	Heating, Ventilating and Air Conditioning
(24) ITC	Intermediate Telecommunications Closet
(25) I/O	Input/Output
(26) LON	Local Operating Network
(27) LNS	LonWorks Network Services
(28) NSS	Network Services Server
(29) NSI	Network Services Interface
(30) NFPA	National Fire Protection Association
(31) OI	Operator interface
(32) OS	Operating System
(33) OWS	Operating Work Station
(34) PE	Pneumatic-electric
(35) PID	Proportional Integral Derivative
(36) PRV	Pressure Reducing Valve
(37) PSI(g)	Pounds per square inch (gauge)
(38) RAM	Random Access Memory
(39) SCADA	Supervisory Control and Data Acquisition System
(40) TCS	Temperature Control System
(41) TCC	Temperature Control Contractor
(42) UL	Underwriters' Laboratory
(43) VAV	Variable Air Volume
(44) VCS	Voice Communication System
(45) WC	Water Column
(46) XIF	External Interface File

c) Description

This section defines the Basic Materials and Methods provided by the Freezer Contractor and used in the installation of LonWorks Control products to provide the functions necessary for control of the mechanical systems on this project. Please be advised that the requirements of this specification will be strictly enforced. Systems that do not meet the requirements of the specification as outlined below (section 1.1 in particular) will not be accepted.

- (1) The system will consist of a flat, open architecture that utilizes the ANSI/CEA 709.1 (LonTalk™) Protocol as the common communication protocol.

Attachment B - LON Freezer Controls Integration Specifications

- (2) The entire freezer control system network shall be a Local Operating Network (LON) utilizing ANSI/CEA 709. There will be no consideration given to any control system which does not use LonWorks as the primary communications network. Controllers shall be capable of sharing standard network variable data with other LON-based devices.
- (3) Gateways shall not be used unless specifically authorized in writing. Use of a gateway requires submittal of the documentation as required by the owner or owner's representative. It is the intent of this specification that gateways be limited to integrating legacy systems where applicable. Acceptance of gateways is at the sole discretion of the owner.
- (4) System Monitoring shall be provided through existing Collin County countywide energy management system. GUI to be provided by others.
- (5) In general, only LonMark certified devices will be accepted on this control network. Each device must be LonMark certified version [3.2] or higher. In those instances in which LonMark devices are not available, provide LonWorks devices with application source code, device resource files, and external interface definitions 2 weeks prior to bid date. Any controller that does not meet this spec must be stated and submitted with specific reason why it is not LonMark certified. LonMark compatible, LonMark compliant, LonMark "ish" controllers are not acceptable. Exceptions may be granted for programmable controllers utilizing a custom programming software tools. These programmable controllers must meet all LonMark requirements for interoperability and shall utilize standard variable and configuration properties (SNVTs, SCPTs) as defined by LonMark. Any custom software required for controller programming shall be included as a leave-behind tool with enough license capability built into the bid to support the installation.
- (6) Upon job completion provide all drawings, product information, complete and functional LNS databases, resource files, configuration files, etc on standard recordable media (CD, DVD).
- (7) The contractor shall provide the appropriate quantity of legal copies of all software tools, configuration tools, management tools, and utilities used during system commissioning and installation. All tools shall be generally available in the market. No closed and/or unavailable tools will be permitted. Contractor shall convey all software tools and their legal licenses at project close out.
- (8) Specification Compliance Checklist:

		✓ Check
Architecture:	Flat Peer to Peer Lon w/ Layer 3 routing only	
Communication Protocol:	LonTalk (ANSI/CEA 709.1)	
Transceiver:	ANSI/CEA 709.1a FTT-10 Free Topology Transceiver	
Processor:	Implements full ANSI/CEA 709.1 protocol	
Network Operating System/Database Standard:	LonWorks Network Services(LNS)	
Message Tags:	LonMark Defined Standard Network Variable Types (SNVT) & Standard Configuration Property Types (SCPT)	
Use of Gateways:	Pre-approved Only. For converting proprietary to LON Only	
Network Management/Commissioning Tool:	LNS Based	
Contractor Certification:	Training certification requirements	

Product Certification:	LonMark Certified [3.2] or better	
Media Type:	Project specific – FTT, Powerline, Fiber	
Twisted Pair Wiring Topology:	Free Topology, Polarity Insensitive	
Other Considerations:	Must provide external interface file (XIF files) and device resource files for each device	

a) Summary of work

- (1) Provide LonWorks based products that communicate with existing LonWorks energy management system.
- (2) Provide ¾-inch raceway between freezer location and Mechanical Room ‘A’ HVAC local control panel (LCP), as shown on Figure 1. Include a pull string securely tied at each end. Terminate raceway at a 4X4 junction box affixed to the ceiling (underside of roof). Junction box shall be located above freezer electronic controller. Conduit between this junction box and freezer controller shall be provided by others. Raceway shall terminate at the Mechanical Room ‘A’ local control panel, as shown in Figure 1.
- (3) Contractor shall provide a complete catalog of LonWorks Standard Network Variable Types (SNVT) upon completion of installation of new walk in freezer. Contractor shall provide XIF files, as required by owner’s system integrator.

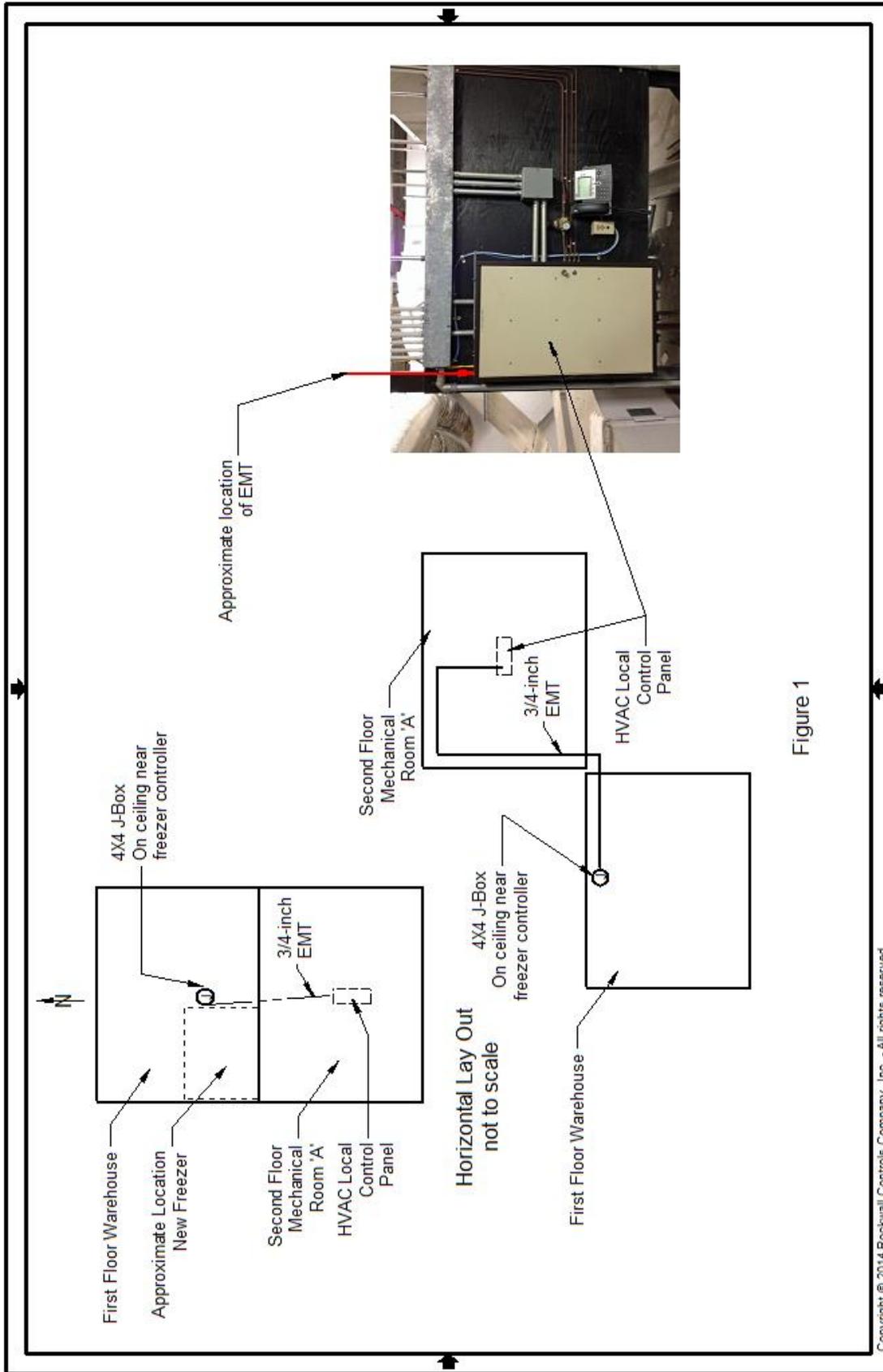
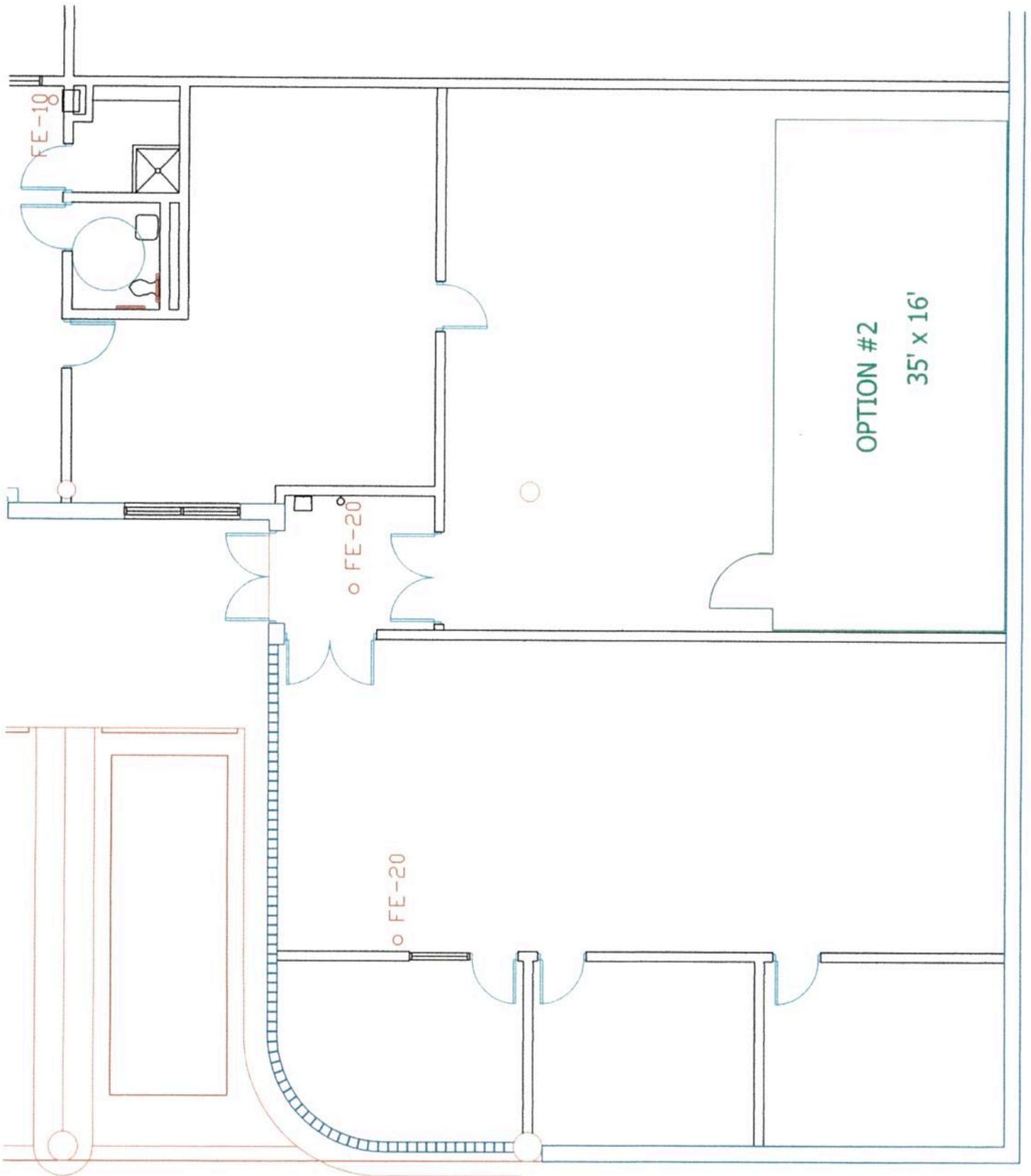


Figure 1

Attachment C - Floor Plan - Option Two



Attachment D - Subcontractor Questionnaire

Per Section 4.12, Contractor shall state names of all subcontractors and the type of work they will be performing on Attachment D - Subcontractor Questionnaire. 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.

1. Will subcontractors be utilized under this contract?

Yes

No

2. If yes, bidder shall State the names of all subcontractors that will be utilized to perform services under this contract and the type of work they will be performing in the space below.

	5
	6

**SIGNATURE FORM
COLLIN COUNTY, TEXAS**

DELIVERY WILL BE F.O.B. INSIDE DELIVERY AT COLLIN COUNTY DESIGNATED LOCATIONS AND ALL TRANSPORTATION CHARGES PAID BY THE SUPPLIER TO DESTINATION.

DELIVERY TO BE SPECIFIED IN CALENDAR DAYS FROM DATE OF ORDER.

WE **DO NOT** TAKE EXCEPTION TO THE BID SPECIFICATIONS.

WE **TAKE** EXCEPTION TO THE BID SPECIFICATIONS (EXPLAIN):

COMPANY INFORMATION/PROFILE/REFERENCES

Preferential Requirement: The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A). Bidder shall make answer to the following questions by selecting the appropriate radio button or inserting information in the box provided:

Is your principal place of business in the State of Texas? Yes No

If the answer to question is "yes", no further information is necessary; if "no", please indicate:

in which state is your principal place of business is located:

if that state favors resident bidders (bidders in your state) by some dollar increment or percentage: Yes No

if "yes", what is that dollar increment or percentage?

Company Profile: IS YOUR FIRM?

Sole Proprietorship Yes No

General Partnership Yes No

Limited Partnership Yes No

Corporation Yes No

Other Yes No

List Legal Names in Company:

List at least three (3) companies or governmental agencies where these same/like products/services, as stated herein, have been provided. Include company name, address, contact name and telephone number.



AS PERMITTED UNDER TITLE 8, CHAPTER 271, SUBCHAPTER F, SECTION 271.101 AND 271.102 V.T.C.A. AND TITLE 7, CHAPTER 791, SUBCHAPTER C, SECTION 791.025, V.T.C.A., OTHER LOCAL GOVERNMENTAL ENTITIES MAY WISH TO ALSO PARTICIPATE UNDER THE SAME TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT. EACH ENTITY WISHING TO PARTICIPATE MUST ENTER INTO AN INTERLOCAL 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

By signing and submitting this Bid/Proposal, Bidder/Offeror acknowledges, understands the specifications, any and all addenda, and agrees to the bid/proposal terms and conditions and can provide the minimum requirements stated herein. Bidder/Offeror 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/Proposal submittal resulting from Bidder/Offeror's failure to do so. Bidder/Offeror acknowledges the prices submitted in this Bid/Proposal have been carefully reviewed and are submitted as correct and final. If Bid/Proposal is accepted, vendor further certifies and agrees to furnish any and all products/services upon which prices are extended at the price submitted, and upon conditions in the specifications of the Invitation for Bid/Request for Proposal.

THE UNDERSIGNED HEREBY CERTIFIES THE FOREGOING BID/PROPOSAL SUBMITTED BY THE COMPANY LISTED BELOW HEREINAFTER CALLED "BIDDER/OFFEROR" IS THE DULY AUTHORIZED AGENT OF SAID COMPANY AND THE PERSON SIGNING SAID BID/PROPOSAL HAS BEEN DULY AUTHORIZED TO EXECUTE SAME. BIDDER/OFFEROR AFFIRMS THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT; THIS COMPANY; CORPORATION, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS BID/PROPOSAL IN COLLUSION WITH ANY OTHER BIDDER/OFFEROR OR OTHER PERSON OR PERSONS ENGAGED IN THE SAME LINE OF BUSINESS; AND THAT THE CONTENTS OF THIS BID/PROPOSAL AS TO PRICES, TERMS AND CONDITIONS OF SAID BID/PROPOSAL HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS BID/PROPOSAL.

Company Name	<input type="text"/>
Street Address of Principal Place of Business	<input type="text"/>
City, State, Zip	<input type="text"/>

Phone of Principal Place of Business	<input type="text"/>
Fax of Principal Place of Business	<input type="text"/>
E-mail Address of Representative	<input type="text"/>
Federal Identification Number	<input type="text"/>
Date	<input type="text"/>
Acknowledgement of Addenda	#1 <input type="checkbox"/> #2 <input type="checkbox"/> #3 <input type="checkbox"/> #4 <input type="checkbox"/> #5 <input type="checkbox"/> #6 <input type="checkbox"/>
Authorized Representative Name	<input type="text"/>
Authorized Representative Title	<input type="text"/>
Signature (Required for paper bid submission)	<input type="text"/>

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p style="text-align: center;">This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p style="text-align: center;">This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<p>OFFICE USE ONLY</p> <hr/> <p>Date Received</p>	
<p>1. Name of person who has a business relationship with local governmental entity.</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(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 the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p>3. Name of local government officer with whom filer has employment or business relationship.</p> <div style="border: 1px solid black; height: 20px; width: 100%; text-align: center; margin: 10px 0;"> <p>Name of Officer</p> </div> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p> <div style="border: 1px solid black; height: 40px; width: 100%; margin-top: 10px;"></div>		





4.

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

PAYMENT BOND

STATE OF TEXAS □
COUNTY OF COLLIN □

KNOW ALL MEN BY THESE PRESENTS:

That [redacted], a corporation organized and existing under the laws of the State of [redacted], and fully authorized to transact business in the State of Texas, whose address is [redacted] of the City of [redacted] County of [redacted], and State of [redacted], (hereinafter referred to as "Principal"), and [redacted] (hereinafter referred to as "Surety", a corporation organized under the laws of the State of [redacted] and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto [redacted] (hereinafter referred to as "Owner") and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, , in the penal sum of [redacted] Dollars (\$ [redacted]) (not less than 100% of the approximate total amount of the Contract as evidenced in the proposal) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the [redacted] day of [redacted], 200[redacted], to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of [redacted].

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that the bond guarantees the full and proper protection of all claimants supplying labor and material in the prosecution of the work provided for in said Contract and for the use of each claimant, and that conversely should the Principal faithfully perform said Contract and in all respects duly and faithfully observe and perform all and singular the covenants, conditions, and agreements in and by said Contract, agreed to by the Principal, and according to the true intent and meaning of said Contract and the claims and specifications hereto annexed, and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modification to Surety being hereby waived, then this obligation shall be void; otherwise, to remain in full force and effect. Provided further, that if any legal action be filed on this Bond, venue shall lie in Collin County, Texas.

"PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions Texas Government Code, Chapter 2253, as amended, and Chapter 3503 of the Texas Insurance Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any Change Order or supplemental agreement which increases the Contract price with or without notice to the Surety and that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this [redacted] day of [redacted] 200[redacted].

WITNESS
[redacted]

PRINCIPAL
[redacted]
Printed/Typed Name [redacted]
Title: [redacted]
Company: [redacted]

Address:

WITNESS

SURETY

Printed/Typed Name

Title:

Company:

Address:

The Resident Agent of the Surety for delivery of notice and service of process is:

Name:

Address:

Phone Number:

Note : Date of Bond must NOT be prior to date of contract

Revised

11/2008

PERFORMANCE BOND

STATE OF TEXAS □
COUNTY OF COLLIN □

KNOW ALL MEN BY THESE PRESENTS:

That [redacted], a corporation organized and existing under the laws of the State of [redacted] and fully authorized to transact business in the State of Texas, whose address is [redacted] of the City of [redacted] County of [redacted], and State of [redacted], (hereinafter referred to as "Principal"), and [redacted] (hereinafter referred to as "Surety", a corporation organized under the laws of the State of [redacted] and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto [redacted] (hereinafter referred to as "Owner") and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, , in the penal sum of [redacted] Dollars (\$ [redacted]) (not less than 100% of the approximate total amount of the Contract as evidenced in the proposal plus 10-percent of the stated penal sum as an additional sum of money representing additional court expenses, attorneys' fees, and liquidated damages arising out of or connected with the below identified Contract) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the [redacted] day of [redacted], 200[redacted], to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of [redacted].

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal fully and faithfully executes the work and performance of the Contract in accordance with the plans specifications, and Contract Documents, including any extensions thereof which may be granted with or without notice to Surety, during the original term thereof, and during the life of any guaranty required under the Contract, and according to the true intent and meaning of said Contract and the plans and specifications hereto annexed, if the Principal shall repair and/or replace all defects due to faulty materials or workmanship that appear within a period of one year from the date of final completion and final acceptance of the work by OWNER; and if the Principal shall fully indemnify and save harmless the OWNER from all costs and damages which OWNER may suffer by reason of failure to so perform herein and shall fully reimburse and repay OWNER all outlay and expense which the OWNER may incur in making good any default or deficiency, then this obligation shall be void; otherwise, to remain in full force and effect; and in case said CONTRACTOR shall fail to do so, it is agreed that the OWNER may do said work and supply such materials and charge the same against said CONTRACTOR and Surety on this obligation. Provided further, that if any legal action be filed on this Bond, venue shall lie in Collin County, Texas.

"PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions Texas Government Code, Chapter 2253, as amended, and Chapter 3503 of the Texas Insurance Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any Change Order or supplemental agreement which increases the Contract price with or without notice to the Surety, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decrease the penal sum of the Bond. And further that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder.

Surety agrees that the bond provides for the repairs and/or replacement of all defects due to faulty materials and workmanship that appear within a period of one (1) year from the date of completion and acceptance of the improvement by the OWNER.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this [redacted] day of [redacted] 200[redacted].

WITNESS

[redacted]

PRINCIPAL

[redacted]

Printed/Typed Name [redacted]

Title:

Company:

Address:

SURETY

Printed/Typed Name

Title:

Company:

Address:

WITNESS

The Resident Agent of the Surety for delivery of notice and service of process is:

Name:

Address:

Phone Number:

Note : Date of Bond must NOT be prior to date of contract

Revised

11/2008

AFFIDAVIT OF COMPLIANCE

I, the undersigned, 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.

Name of Company

Title of Officer

Name of Officer

Date:

In order to better serve our bidders, the Collin County Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Please take a moment to complete the below. Should you have any questions or require more information please call (972) 548-4165.

HOW DID YOU RECEIVE NOTICE OF THIS REQUEST FOR BID OR PROPOSALS?

McKinney Courier-Gazette? Yes No

Plan Room? Yes No

Collin County Web-Site? Yes No

Facsimile or email from BidSync? Yes No

Other

HOW DID YOU RECEIVE THE BID DOCUMENTS?

Downloaded from Home Computer? Yes No

Downloaded from Company Computer? Yes No

Requested a Copy from Collin County? Yes No

Other

Thank You,

Collin County Purchasing Department

Question and Answers for Bid #2015-154 - Installation of Detention Center Walk-In Freezer

Overall Bid Questions

There are no questions associated with this bid.