

**RFP 2015-245**

**AUDIO VISUAL FOR JUSTICE OF  
THE PEACE (JP) COURTROOMS**

LEGAL NOTICE

By order of the Commissioners' Court of Collin County, Texas, sealed proposals will be received by the Purchasing Agent, 2300 Bloomdale, Suite 3160, McKinney, TX 75071, until **2:00 P.M., Thursday, October 15, 2015**, for Request for Proposal **Audio Visual for Justice of the Peace (JP) Courtrooms (RFP No. 2015-245)**. A **Mandatory** pre-proposal conference will be conducted by Collin County on **Monday, October 5, 2015 at 8:30 a.m.** at the JP-1 Courtroom, 2300 Bloomdale (1<sup>st</sup> Floor), McKinney, TX 75071. The A/V equipment in the JP-1 Courtroom is an example of what is wanted in the other JP Courtrooms. The group will then visit each site (see item 5.7) to view existing conditions at each location. Proposers shall use lump sum pricing. Funds for payment have been provided through the Collin County budget approved by the Commissioner's Court for this fiscal year only. Proposers may obtain detailed specifications and other documents at Office of the Purchasing Agent: Collin County Administration Building, 2300 Bloomdale, Suite 3160, McKinney, TX 75071, 972-548-4165, or by going to: [www.bidsync.com](http://www.bidsync.com). Sealed proposals will be opened on **Thursday, October 15, 2015 at 2:00 P.M.** by the Purchasing Agent, 2300 Bloomdale, Suite 3160, McKinney, TX 75071. The Commissioners' Court reserves the right to reject any and all proposals.

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<b>ATTENTION:</b>	<b>CLASSIFIEDS</b>
<b>BILL TO:</b>	<b>ACCOUNT NO 06100315-000</b>
	<b>COMMISSIONER'S COURT</b>

NOTICE TO PUBLISHERS: Please publish in your issue on **Thursday, September 24, 2015, and Thursday, October 1, 2015**. A copy of this notice and the publisher's affidavit must accompany the invoice when presented for payment.

<b>NEWSPAPER:</b>	<b><u>Plano Star Courier</u></b>
<b>DATE:</b>	<b><u>September 21, 2015</u></b>
<b>FAX:</b>	<b><u>972-529-1684</u></b>

# Collin County, Texas

## Bid Information

Bid Owner Courtney Wilkerson Senior Buyer  
Email cwilkerson@co.collin.tx.us  
Phone (972) 548-4113  
Fax (972) 548-4694

Bid Number 2015-245  
Title Audio Visual for JP Courtrooms  
Bid Type RFP  
Issue Date 09/22/2015  
Close Date 10/15/2015 2:00:00 PM Central

## Contact Information

Address 2300 Bloomdale Rd.  
Ste. 3160  
McKinney, TX 75071

Contact Courtney Wilkerson Senior Buyer  
Department Purchasing  
Building Admin. Building  
Floor/Room Ste.3160  
Telephone (972) 548-4113  
Fax (972) 548-4694  
Email cwilkerson@co.collin.tx.us

## Ship to Information

Address TX

Contact  
Department  
Building  
Floor/Room  
Telephone  
Fax  
Email

## Supplier Information

Company Name \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone \_\_\_\_\_  
Fax \_\_\_\_\_  
Email \_\_\_\_\_  
Signature \_\_\_\_\_

## Supplier Notes

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Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

## Bid Notes

## Bid Activities

Date	Name	Description
10/2/2015 1:00:00 PM	Do you intend to submit a proposal?	
10/5/2015 8:30:00 AM	Mandatory Pre-Proposal Meeting	A mandatory pre-proposal conference will be conducted by Collin County on Monday, September 28, 2015 at 8:30 a.m. at the JP-1 Courtroom, 2300 Bloomdale (1st Floor), McKinney, TX 75071. The A/V equipment in the JP-1 Courtroom is an example of what is wanted in the other JP Courtrooms. The group will then visit each site (see item 5.7) to view existing conditions at each location. Please plan on this taking most of the day. It is the offeror's responsibility to review the site and documents to gain a full understanding of the requirements of the RFP. All contractors desiring to submit a proposal should have a representative at the pre-proposal conference; contractors that do not attend the pre-proposal conference shall not be considered in the evaluation for award of a contract per Texas Local Government Code 262.0256.

## Bid Messages

## Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

Line	Filename	Description
Header	LEGAL NOTICE-JUSTICE OF THE PEACE.doc	LEGAL NOTICE-JP Courtrooms
Header	General Instructions_Proposals.docx	General Instructions_Proposals
Header	Terms of Contract_Proposals.docx	Terms of Contract_Proposals
Header	Insurance_Requirements.pdf	Minimum Insurance Requirements
Header	Audio Visual-JP Courtrooms-FY2015-RFP Final (4).docx	Audio Visual-JP Courtrooms-FY2015-RFP Final
Header	Attachment A-Pricing Sheet.xlsx	Attachment A-Pricing Sheet
Header	Exhibit A-JP2-Farmersville-As is.pdf	Exhibit A-JP2-Farmersville-As is
Header	Exhibit B-JP2-Farmersville-Electric.pdf	Exhibit B-JP2-Farmersville-Electric
Header	Exhibit C-JP2-Farmersville-Proposed.pdf	Exhibit C-JP2-Farmersville-Proposed
Header	Exhibit D-JP2-Farmersville-Monitor.pdf	Exhibit D-JP2-Farmersville-Monitor
Header	Exhibit E-JP2-Wylie- As is.pdf	Exhibit E-JP2-Wylie- As is
Header	Exhibit G-JP2-Wylie-Electric.pdf	Exhibit G-JP2-Wylie-Electric
Header	Exhibit H-JP2-Wylie-Monitor.pdf	Exhibit H-JP2-Wylie-Monitor
Header	Exhibit F-JP2-Wylie-Proposed.pdf	Exhibit F-JP2-Wylie-Proposed
Header	Exhibit I-JP4-As is.pdf	Exhibit I-JP4-As is
Header	Exhibit J-JP4-Proposed.pdf	Exhibit J-JP4-Proposed
Header	Exhibit L-JP4-Monitor.pdf	Exhibit L-JP4-Monitor
Header	Exhibit K-JP4-Electric.pdf	Exhibit K-JP4-Electric
Header	Exhibit M-JP31-As is.pdf	Exhibit M-JP31-As is
Header	Exhibit N-JP31-Proposed.pdf	Exhibit N-JP31-Proposed
Header	Exhibit O-JP31-Electric.pdf	Exhibit O-JP31-Electric
Header	Exhibit P-JP31-Monitor.pdf	Exhibit P-JP31-Monitor
Header	Exhibit Q-JP32-As is.pdf	Exhibit Q-JP32-As is
Header	Exhibit S-JP32-Electric.pdf	Exhibit S-JP32-Electric
Header	Exhibit R-JP32-Proposed.pdf	Exhibit R-JP32-Proposed
Header	Exhibit T-JP32-Monitor.pdf	Exhibit T-JP32-Monitor
Header	Payment Bond.pdf	Payment Bond

Header	Performance Bond.pdf	Performance Bond
Header	CIQ-New-2015 (1).pdf	Conflict of Interest Questionnaire_2015
Header	W-9 Rev Dec 2014.pdf	W-9

## Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Exceptions	Do you take exceptions to the bid specifications. If so, by separate attachment, please state your exceptions. Valid Responses: [Please Select], Yes, No	_____ (Required)
2	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 (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A).  1. Is your principal place of business in the State of Texas?  2. If your principal place of business is not in Texas, in which State is your principal place of business?  3. If your principal place of business is not in Texas, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage?  4. If your state favors resident bidders, state by what dollar amount or percentage.	_____ (Required)
3	Debarment Certification	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 initial.	_____ (Required)
4	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 initial.	_____ (Required)

- 5 Cooperative Contracts \_\_\_\_\_ (Optional)
- As permitted under Title 8, Chapter 271, Subchapter F, Section 271.101 and 271.102 V.T.C.A. and Title 7, Chapter 791, Subchapter C, Section 791.025, V.T.C.A., other local governmental entities may wish to also participate under the same terms and conditions contained in this contract. Each entity wishing to participate must enter into an inter-local agreement with Collin County and have prior authorization from vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the local governmental entity requiring supplies/services. Collin County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.
- Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded, under the same terms and conditions?
- 6 Proposer Acknowledgement \_\_\_\_\_ (Required)
- Proposer acknowledges, understands the specifications, any and all addenda, and agrees to the proposal terms and conditions and can provide the minimum requirements stated herein. 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 Proposal submittal resulting from Proposer's failure to do so. Proposer acknowledges the prices submitted in this Proposal have been carefully reviewed and are submitted as correct and final. If 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 Request for Proposal.
- Please initial.
- 7 Bidder Survey \_\_\_\_\_ (Required)
- 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. Should you have any questions or require more information please call (972) 548-4165.
- How did you receive notice of this request?  
Valid Responses: [Please Select], Plano Star Courier, Plan Room, Collin County eBid Notification, Collin County Website
- 8 Reference No. 1 \_\_\_\_\_ (Required)
- List a company or governmental agency where these same/like products /services, as stated herein, have been provided.
- Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.
- 9 Reference No. 2 \_\_\_\_\_ (Required)
- List a company or governmental agency where these same/like products /services, as stated herein, have been provided.
- Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.

10 Reference No. 3

List a company or governmental agency where these same/like products /services, as stated herein, have been provided.

\_\_\_\_\_ (Required)

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

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Line Items

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#	Qty	UOM	Description	Response
1	1	lump sum	State Total Price per Attachment A, Pricing Sheet.	\$_____

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

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2	1	each	State Cost for Maintenance/Warranty for 1 year.	\$_____
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Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

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3	1	each	State Cost for Maintenance/Warranty for 3 years.	\$_____
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Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

## 1.0 GENERAL INSTRUCTIONS

### 1.0.1 Definitions

1.0.1.1 Offeror: refers to submitter.

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

1.0.1.3 Submittal: refers to those documents required to be submitted to Collin County, by an Offeror.

1.0.1.4 RFP: refers to Request for Proposal.

1.0.1.5 CSP: refers to Competitive Sealed Proposal

1.1 If Offeror does not wish to submit an offer at this time, please submit a No Bid.

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 ionWave Technologies, Inc. (Collin County eBid) 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 submittal may not be withdrawn or canceled by the offeror prior to the ninety-first (91<sup>st</sup>) 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 Proposals/Submittals for any or all products and/or services covered in a Request For Proposal (RFP) and Competitive Sealed Proposal (CSP), 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 RFP's and CSP's submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the RFP/CSP 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. RFP's and CSP's may be submitted in electronic format via Collin County eBid.

1.9 All Request for Proposals (RFP) and Competitive Sealed Proposals (CSP) submitted electronically via Collin County eBid shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the RFP and/or CSP.

1.10 Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all Request for Proposals (RFP) and Competitive Sealed Proposals (CSP) submitted in hard copy paper form. RFP's, and CSP's 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.

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 RFP/CSP, 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 a Request for Proposal or 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 Collin County eBid.

1.13.1 Addenda will be transmitted to all that are known to have received a copy of the RFP/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. **Collin County eBid** <https://collincountytx.ionwave.net/>, telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Offeror's receipt of any addenda issued. 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 Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.

1.17 Offerors taking exception to the specifications shall do so at their own risk. By offering substitutions, Offeror shall state these exceptions in the section provided in the RFP/CSP 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.

1.18 Minimum Standards for Responsible Prospective Offerors: A prospective Offeror must meet the following minimum requirements:

1.18.1 have adequate financial resources, or the ability to obtain such resources as required;

1.18.2 be able to comply with the required or proposed delivery/completion schedule;

1.18.3 have a satisfactory record of performance;

1.18.4 have a satisfactory record of integrity and ethics;

1.18.5 be otherwise qualified and eligible to receive an award.

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

1.20 Vendor shall bear any/all costs associated with its preparation of a RFP/CSP 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 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 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.

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 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 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 RFP/CSP 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 56<sup>th</sup> 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 56<sup>th</sup> 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 proposal price. All components required to render the item complete, installed and operational shall be included in the total 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 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 proposal submission and time of award, the 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/Enginner 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 RFP/CSP 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 at statutory limits, 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

3.1.4 **Professional/Errors & Omissions Liability** insurance with a two (2) year extended period of coverage, (i.e. tail coverage). If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

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

3.1.5 **Umbrella/Excess Liability** insurance.

- Each Occurrence/Aggregate: \$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 contained on all policies.

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 B+VI 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 EVALUATION CRITERIA AND FACTORS**

- 4.1 The award of the contract shall be made to the responsible offeror, whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other factors set forth in the Request For Proposals in accordance with Vernon's Texas Code Annotated, Local Government 262.030.

The Evaluation Committee will review all proposals received by the Opening date and time as part of a documented evaluation process. For each decision point in the process, the County will evaluate contractors according to specific criteria and will elevate a certain number of contractors to compete against each other. The proposals will be evaluated on the following criteria.

The County will use a competitive process based upon "selection levels." The County recognizes that if a contractor fails to meet expectations during any part of the process, it reserves the right to proceed with the remaining contractors or to elevate a contractor that was not elevated before. The selection levels are described in the following sections.

### **Level 1 - Conformance with Mandatory Technical Requirements**

Criteria assessed during Level 1:

- The video processing/switching/control equipment shall be AMX with no substitutions.

The first part of the elevation process is to validate the completeness of the proposal and ensure that all the RFP guidelines and submittal requirements are met. Those offerors who do not meet all the requirements for the RFP may, at the discretion of the County, be contacted to submit the missing information within two business days. Incomplete or noncompliant RFPs may be disqualified.

### **Level 2 – Detailed Proposal Assessment**

The Evaluation Committee will conduct a detailed assessment of all proposals elevated to this Level. Criteria evaluated in Level 2:

- 20% QUALIFICATIONS OF FIRM (Refer to Section 6.1)  
REFERENCES/COMPARABLE EXPERIENCE (Refer to Section 6.7.1)
- 20% COST
- 10% MAINTENANCE/WARRANTY/RESPONSE TIME (Refer to Section 6.8.1)
- 20% WORK PLAN/TIMELINE (Refer to Section 6.5.1)

30% RESPONSE TO BUSINESS REQUIREMENTS (Refer to Section 6.9.1)

It is anticipated that no more than three contractors will advance to Level 3 but Collin County reserves the right to adjust the number as necessary.

### **Level 3 –Best and Final Offer**

Offerors who are susceptible of receiving award will be elevated to Level 3 for Best and Final Offer. Offeror will be asked to respond in writing to issues and questions raised by the County as well as any other cost and implementation planning considerations in the proposal, and may be invited to present their responses on-site. Proposals will be re-evaluated based upon Criteria in level 2.

Based on the result of the Best and Final Offer evaluation, a single offeror will be identified as the finalist for contract negotiations. If a contract cannot be reached after a period of time deemed reasonable by the County, it reserves the right to contact any of the other contractors that have submitted bids and enter into negotiations with them.

## **5.0 SPECIAL CONDITIONS AND SCOPE OF SERVICES**

- 5.1 Authorization: By order of the Commissioners' Court of Collin County, Texas sealed proposals will be received for **Audio Visual for Justice of the Peace (JP) Courtrooms**.
- 5.2 Intent of Request for Proposal: Collin County's intent of this Request For Proposal (RFP) and resulting contract is to provide offerors with sufficient information to prepare a proposal for equipment and installation for **Audio Visual for Justice of the Peace (JP) Courtrooms**.
- 5.3 Term: Provide for a term contract commencing on the date of the award and continuing until project is complete.
- 5.4 Pre-Proposal Conference: A **mandatory** pre-proposal conference will be conducted by Collin County on Monday, October 5, 2015 at 8:30 a.m. at the JP-1 Courtroom, 2300 Bloomdale (1<sup>st</sup> Floor), McKinney, TX 75071. The A/V equipment in the JP-1 Courtroom is an example of what is wanted in the other JP Courtrooms. The group will then visit each site (see item 5.7) to view existing conditions at each location. Please plan on this taking most of the day. It is the offeror's responsibility to review the site and documents to gain a full understanding of the requirements of the RFP. All contractors desiring to submit a proposal should have a representative at the pre-proposal conference; contractors that do not attend the pre-proposal conference shall not be considered in the evaluation for award of a contract per Texas Local Government Code 262.0256.
- 5.5 Funding: Funds for payment have been provided through Grant Funding. State of Texas statutes prohibit the County from 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 Collin County fiscal year shall be subject to budget approval.

- 5.6 Completion/Response Time: Contractor shall place product(s) and/or complete services at the County's designated location within the number of calendar days according to the schedule proposed by offeror in section 6.5.
- 5.7 Delivery/Setup/Installation Location: Locations for delivery and installation will be stated on the Collin County Purchase Order(s). Delivery shall include assembly, setup and installation and shall be included in proposal. Below is the address for work to be completed.

Justice Court Precinct 1 – Judge Raleeh  
2300 Bloomdale Rd., Suite 1164  
McKinney, TX 75071

Justice Court Precinct 2 – Judge Shaffer  
406A Raymond St.  
Farmersville, TX 75442

Justice Court Precinct 2 – Judge Shaffer  
2000 N SH 78  
Wylie, TX 75098

Justice Court Precinct 3, Place 1 – Judge Ruckel  
920 E. Park Blvd., Suite 220  
Plano, TX 75074

Justice Court Precinct 3, Place 2 – Judge Payton  
920 E. Park Blvd., Suite 220  
Plano, TX 75074

Justice Court Precinct 4 – Judge Yarbrough  
8585 John Wesley  
Frisco, TX 75034

- 5.8 Samples/Demos: When requested, samples/demos shall be furnished free of expense to Collin County.
- 5.9 Background Check: All Contractor employees that will be working on site or by VPN shall pass a background check performed by Collin County before any work may be performed.

5.10 **PROPOSAL SCHEDULE**

RFP released:	<b>September 22, 2015</b>
Pre-Proposal Conference:	<b>October 5, 2015 at 8:30a.m.</b>
Deadline for submission of contractor questions:	<b>October 9, 2015 at 5:00p.m.</b>
Proposals due:	<b>October 15, 2015 at 2:00p.m.</b>

Award of Contract: **January 2016**

Effective date of contract: **Upon award**

## 5.11 **PURPOSE/SCOPE OF WORK**

The contractor is responsible for providing a turn-key system.

Attached are the following drawings done in Visio that show existing and proposed.

Exhibit A – JP2 – Farmersville – as is  
Exhibit B – JP2 – Farmersville – electric  
Exhibit C – JP2 – Farmersville – proposed  
Exhibit D – JP2 – Farmersville – monitor  
Exhibit E – JP2 – Wylie – as is  
Exhibit F – JP2 – Wylie – proposed  
Exhibit G – JP2 – Wylie – electric  
Exhibit H – JP2 – Wylie – monitor  
Exhibit I – JP4 – as is  
Exhibit J – JP4 – proposed  
Exhibit K – JP4 – electric  
Exhibit L – JP4 – monitor  
Exhibit M – JP31 – as is  
Exhibit N – JP31 – proposed  
Exhibit O – JP31 – electric  
Exhibit P – JP31 – monitor  
Exhibit Q – JP32 – as is  
Exhibit R – JP32 – proposed  
Exhibit S – JP32 – electric  
Exhibit T – JP32 - monitor

### 5.11.1 **REQUIREMENTS FOR AUDIO**

The intention of these requirements is that the court's proceedings to be heard comfortably by the participants. There shall be a way for the volume of each speaker to be independently adjusted up or down so that judge, jury, witness, and party tables comfortably hear each other.

- 5.11.1.1 Jury box shall hear everything said by the judge, except when judge has turned off his microphone and is legitimately speaking with parties or counsel outside the hearing of the jury.
- 5.11.1.2 Jury box shall hear everything said from witness stand.
- 5.11.1.3 Jury box shall hear everything said from the plaintiff and defendant tables, or as plaintiff's or defendant's counsel moves around the room.
- 5.11.1.4 Judge shall hear everything said from the plaintiff and defendant tables, or as plaintiff's or defendant's counsel moves around the room.

- 5.11.1.5 Judge shall hear everything said from the witness stand.
- 5.11.1.6 Witness shall hear everything said from the Judge's bench, except when judge has turned off his microphone and is legitimately speaking with parties or counsel outside the hearing of the witness and jury.
- 5.11.1.7 Witness shall hear everything said from plaintiff or defendant table, or as plaintiff's or defendant's counsel moves around the room.
- 5.11.1.8 Parties or counsel at the plaintiff or defendant's table shall hear everything said by judge, except when judge has turned off his microphone and is legitimately speaking with parties or counsel outside the hearing of the jury.
- 5.11.1.9 Parties or counsel at the plaintiff or defendant's table shall hear everything said from witness stand.
- 5.11.1.10 Parties or counsel at the plaintiff or defendant's table shall hear everything said from the other table, or as plaintiff's or defendant's counsel moves around the room.

#### 5.11.2 **REQUIREMENTS FOR VIDEO**

- 5.11.2.1 Judge shall see everything displayed or annotated on the monitor.
- 5.11.2.2 Jury box shall see everything displayed or annotated on the monitor.
- 5.11.2.3 Parties or counsel seated at the plaintiff or defendant's table shall see everything displayed or annotated on the monitor.
- 5.11.2.4 Witness shall see everything displayed or annotated on the monitor, but only by turning around in their chair.

#### 5.11.3 **REQUIREMENTS FOR CONTROL**

- 5.11.3.1 Control system shall have the similar look, feel, and operation of the existing control system. It is the contractors' responsibility to capture a copy of the existing AMX programming code, if present, to use as a template for the new code.
- 5.11.3.2 Program AMX control system to control all new devices with identical functionality and interface to existing system.

#### 5.11.4 **DESIGN REQUIREMENTS**

- 5.11.4.1 Provide Diagram of the proposed Audio Visual System.
  - 5.11.4.1.1 Provide "As Built" schematics for Video subsystem to include cable routing and labels in an editable format compatible with Microsoft Office products.

- 5.11.4.1.2 Provide “As Built” schematics for Audio subsystem to include cable routing and labels in an editable format compatible with Microsoft Office products.
- 5.11.4.1.3 Provide “As Built” schematics for Control subsystem to include cable routing and labels in an editable format compatible with Microsoft Office products.
- 5.11.4.1.4 Provide “As Built” drawings of how equipment is mounted and cabled within the rack in an editable format compatible with Microsoft Office products.
- 5.11.4.1.5 Provide a “Cable Matrix” indicating which device plugs into which port of the switcher.

#### **5.11.5 INTEGRATION REQUIREMENTS**

- 5.11.5.4 Integrate audio subsystem with video subsystem so that audio follows video when switching sources.
- 5.11.5.5 Account for existing microphone inputs when planning all floor plate configurations.
- 5.11.5.6 Not including the equipment, the appearance of all rooms shall remain unchanged and be identical to the condition in which it was found prior to the start of work in that room.

#### **5.11.6 INTERFACE REQUIREMENTS**

- 5.11.6.4 All inputs shall be able to accept connections from the following display adapter types to include VGA, DVI, HDMI, Mini HDMI, Micro HDMI, Apple iPhone/iPad adapters, and Display Port. Compatibility with DVI, Display Port, Mini/Micro HDMI and Apple connectors may be accomplished with the use of adapters to be provided by the contractor.
- 5.11.6.5 Provide a list of adapters for the Justice of the Peace staff to reference. This list shall be in both physical and electronic form.

#### **5.11.7 TESTING REQUIREMENTS**

- 5.11.7.1 Fully test the final system according to industry standards to ensure proper functionality of all audio and video inputs and outputs. County Audio/Visual Administrator or alternate shall be present during testing and shall sign off on each item tested.
- 5.11.7.2 Fully test the final system according to industry standards to ensure proper functionality of the control system. County Audio/Visual Administrator or alternate shall be present during testing and shall sign off on each item tested.
- 5.11.7.3 Provide a complete report of all testing results back to Collin County upon completion of testing. This report shall be in an editable format compatible with Microsoft office products.

**5.11.8 PHYSICAL AND IMPLEMENTATION REQUIREMENTS**

- 5.11.8.4 Mounting of all wall mounted displays in the rooms and shall provide all necessary hardware and incidentals to meet this requirement.
- 5.11.8.5 Mounting of all equipment in the rack and shall provide all necessary hardware and incidentals for such.
- 5.11.8.6 Providing, running and terminating all required cabling and labeling them per County Standards. All audio visual patch cables shall be green in color, per County standards.
- 5.11.8.7 Removing the existing video switching equipment from the rack in the Audio Visual closet.
- 5.11.8.8 Removing all components of the existing system which will not be reused in the new system and shall wrap them in bubble wrap and provide them back to Collin County.
- 5.11.8.9 Any network cabling required by the new system from the room to the Audio Visual closet shall be new Shielded Cat6 and shall be terminated as necessary to either the patch panel for network access or the rack mounted device.
- 5.11.8.10 Label all cables and patch panels per Collin County standards. All patch panels, cables, etc. shall be Panduit product.
- 5.11.8.11 All work shall be performed during normal business hours (Monday – Friday, 8am – 5pm). Weekend and after hours work will not be permitted.
- 5.11.8.12 Remove existing trim plates under desks and in floor boxes in order to make room for new trim plates.
- 5.11.8.13 Add all necessary buttons to the touch panel in order to select the new PC/Source inputs and outputs/displays.
- 5.11.8.14 Evaluate current locations of all displays and make recommendations to improve visibility.

**5.11.9 OTHER REQUIREMENTS**

- 5.11.9.1 All programming code belongs to Collin County and shall be provided to the Collin County Audio/Visual Administrator upon completion of the project along with a copy of the programming software.
- 5.11.9.2 Provide a single point of contact to act as Project Manager on their behalf.
- 5.11.9.3 Provide to Collin County a complete list of all configuration settings used within all devices.
- 5.11.9.4 All technical communication of any kind shall go through the contractors' Project Manager, the Collin County Project Manager, and the Collin County Audio/Visual Administrator.

- 5.11.9.5 Contractor shall have an office located within 2 (Two) hours of the site so that they may provide onsite support within the specified time limit of the warranty.
- 5.11.9.6 Collin County is requesting that the contractor review all AMX programming code for recommendations on improved functionality or capability.
- 5.11.9.7 Provide all new equipment for this project. None of the required equipment shall be refurbished, or reused.
- 5.11.9.8 Provide offsite storage for all equipment purchased for this project and shall be responsible for theft or damage to the equipment until final acceptance of the project. Collin County will not provide any onsite storage.
- 5.11.9.9 Review RFP requirements for completeness and accuracy in order to ensure a full and properly functioning system upon completion. Please note that no amendments shall be allowed once proposal has been accepted by Collin County. If the contractor misses a piece of equipment, requirement, incompatibility, or service required for a complete and functioning solution it shall be their responsibility to correct it at their own expense whether by purchasing the missing components or performing the required labor.
- 5.11.9.10 Account for and provide solution for power to devices requiring POE (Power over Ethernet). Contractor shall provide this information within the RFP response so that the county may evaluate availability of switch ports.
- 5.11.9.11 During the installation, if it is found there are discrepancies in equipment that prevent the completion of the project, the contractor will be responsible for supplying those items and covering the cost of those items. The cost of any item mistakenly installed will be covered by the contractor.

## **EQUIPMENT REQUIREMENTS FOR JP COURTROOMS**

### **5.11.10 EQUIPMENT – AUDIO & VIDEO CONNECTIVITY**

- 5.11.10.1 All audio and video connections between the rooms and the equipment rack shall adhere to accepted industry standards.

### **5.11.11 EQUIPMENT - AUDIO VIDEO EQUIPMENT RACK**

- 5.11.11.1 One (1) 19" Audio video equipment rack shall be installed in the network room at each location with the exception of JP-1 and shall include power distribution and cooling fans.

### **5.11.12 EQUIPMENT – VIDEO**

- 5.11.12.1 For all courts, One (1) minimum 65" Touch Screen 1080p 180Hz (minimum refresh rate) non-glare LCD display with touch screen overlay shall be mounted behind the witness stand.
- 5.11.12.2 For all courts, One (1) HDMI and VGA input with 3.5mm audio input shall be installed in the Judge's bench.
- 5.11.12.3 For all courts, One (1) table pop up with VGA, audio, HDMI, network and power shall be installed on the defense table.
- 5.11.12.4 For all courts, One (1) table pop up with VGA, audio, HDMI, network, and power shall be installed on the plaintiff table.
- 5.11.12.5 For all courts, One (1) video/audio switcher shall be installed to switch between the HDMI/VGA video sources.
- 5.11.12.6 For all courts, One (1) annotator, with whiteboard capability, shall be installed which will allow annotation over any video source using the touch screen and save the annotations into the official record.
- 5.11.12.7 For all courts, One (1) document camera which shall be connected to the video system as a source at the location designated in the proposed courtroom layout illustration. (Refer to Exhibits C, F, J, N, & R)
- 5.11.12.8 For all courts, One (1) Blu-ray player installed at the location designated in the proposed courtroom layout illustration. (Refer to Exhibits C, F, J, N, & R) The model shall match Collin County's current standard, Denon DBT-1713UDP or Collin County approved equal, and shall be selectable as a source.
- 5.11.12.9 For all courts, a 19" monitor that can display all sources shall be placed at the Judge's bench.
- 5.11.12.10 For all courts, a 24" monitor with associated cables in the hallway that will display content from an owner furnished computer located in the office area. Power outlet needed.
- 5.11.12.11 For JP-1, a 19" monitor at Plaintiff, Defense, and witness tables that can display all sources.
- 5.11.12.12 For JP-1, Three (3) 42" LED TVs in place of the existing TVs mounted in the ceiling.

## 5.12 MAINTENANCE/WARRANTY REQUIREMENTS

- 5.12.1 Electronic devices not manufactured by supplier shall carry any original manufacturer's warranty which exceeds the contractor one (1) year warranty. Pass any registration and warranty documents and warranty rights to the County.
- 5.12.2 Provide a one (1) to three (3) year warranty on all products and workmanship beginning at the time of acceptance. Any equipment needing to be replaced shall be replaced with brand new if failure occurs within the first 90 days. Warranty shall include defects in workmanship and material. During warranty period, supplier shall also replace or repair, free of charge. Owner furnished equipment

shall be exempt from this warranty. Contractor shall provide cost for optional extended warranty and exchange policy through equipment manufacturers.

**5.13 WARRANTY-RESPONSE TIME**

- 5.13.1 All items reported shall receive a response via phone within 2 hours from the date/time of original notice of issue.
- 5.13.2 All items reported that require onsite repair/replace, technician shall be onsite within 24 hours (next Business Day) from the date/time of original notice of issue. (Phone call, online request, etc.)

**5.14 TRAINING REQUIREMENTS**

- 5.14.1 Provide 2 (Two) hours of training to the Justice of the Peace staff on operation of all aspects of the completed system.
- 5.14.2 Provide minimum 8 (Eight) hours of onsite hands on training to the county Audio/Visual Administrator and 2 (Two) alternates on operation, troubleshooting, and configuration of completed system.

**5.15 PAYMENT AND PERFORMANCE BONDS**

- 5.15.1 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 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).

<b>6.0 PROPOSAL FORMAT</b>
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**PROPOSAL DOCUMENTS:** The proposal shall, at a minimum, include a Table of Contents detailing sections and corresponding page numbers, and shall be on letter-size (8 1/2"x 11") paper. Offerors may submit online via <https://collincountytx.ionwave.net> or submit a hard copy with one (1) original and five (5) copies assembled with spiral-type bindings or staples. **DO NOT USE METAL-RING HARD COVER BINDERS.** Paper copies should also be accompanied by an electronic copy of the information provided on a CD in a searchable format.

Proposal shall include responses to items 6.1-6.9 below. Failure to respond to these sections may deem your proposal as non-responsive.

**6.1 FIRM OVERVIEW**

Offeror is requested to define the overall structure of the Firm to include the following:

- 6.1.1 A descriptive background of your company's history.
- 6.1.2 State your principal business location and any other service locations.
- 6.1.3 What is your primary line of business?
- 6.1.4 How long have you been selling Audio Visual product(s) and/or providing service(s)?
- 6.1.5 State how many and the locations where your product/services are in use.

**6.2 PROPOSED PROJECT TEAM/STAFF  
QUALIFICATIONS/EXPERIENCE/CREDENTIALS**

- 6.2.1 Offeror is requested to provide qualifications as well as experience information on Offeror's key personnel.

**6.3 PROPOSED PROJECT**

- 6.3.1 Offeror is requested to provide an implementation plan for the proposed product(s)/service(s) to include but not limited to the following areas:
  - 6.3.1.1 Project to include all necessary components to render it complete and operational;
  - 6.3.1.2 Proposed Project Plan showing, at a minimum, the following key areas:
    - 6.3.1.2.1 Installation
    - 6.3.1.2.2 Education and Training
    - 6.3.1.2.3 Testing and Support
  - 6.3.1.3 Documentation samples showing the work product the county may expect to receive covering:
    - 6.3.1.3.1 Warranty/Maintenance
    - 6.3.1.3.2 Configuration and programing details
    - 6.3.1.3.3 As-Built Diagrams

**6.4 REFERENCES**

- 6.4.1 Offeror is requested to include at least five (5) references with names, addresses, telephone numbers and e-mail address.

**6.5 TIME SCHEDULE**

- 6.5.1 Provide a schedule on each phase of the proposed project beginning with program development and ending with the date of operation. The schedule shall include all tasks that will require time in the process, such as County review (identify amount of time assumed for each task). All work shall be performed during normal business hours (Monday – Friday, 8am – 5pm). Weekend and after hours work will not be permitted.
- 6.5.2 State how long displays will be down for the cutover process.

**6.6 PRICING/FEES**

- 6.6.1 See Attachment A for Pricing Sheet. Be sure to include all items necessary to render project complete and operational.
- 6.6.2 State Cost for Maintenance/Warranty for 1 year.
- 6.6.4 State Cost for Maintenance/Warranty for 3 years.

**6.7 OTHER PROJECTS INVOLVED WITH**

- 6.7.1 Offeror is requested to provide a list of other projects that you are currently involved with or will be involved with.

**6.8 MAINTENANCE/WARRANTY/RESPONSE TIME**

- 6.8.1 Offeror is requested to respond to Warranty/Response time. (Refer to Section 5.12-5.13)

**6.9 GENERAL BUSINESS REQUIREMENTS**

- 6.9.1 Offeror shall provide a response for each of the requirements in section 5.11.



JP Courtroom Equipment List

Description	Recommended Manufacturer Part/Model No.	State Manufacturer Part/Model	State price per item (each)	Project Total	Total Price
<b>Audio Video Equipment Rack</b>					
19" audio video equipment rack with power distribution and cooling fans				5	
<b>Display</b>					
Minimum 65" touch screen 1080p 180hz non-glare LED display with wall mount, associated cables.				6	
19" Monitor - Judge, defense and plaintiff				9	
24" Hallway Monitor with associated cables and wall mount				6	
42" LED TV				3	
<b>Input Cubby - Prosecutor/Plaintiff Tables</b>					
Table cubby with power, audio, video, and network connections				6	
<b>Floor Box - Prosecutor/Plaintiff Tables</b>					
Floor box with power, video, audio and network connections				6	
<b>Input Cubby - Defense Table</b>					
Table cubby with power, audio, video and network connections				6	
<b>Floor Box - Defense Table</b>					
Floor box with power, video, audio and network connections				6	
<b>Annotator</b>					
Annotator such as Extron 60-968-12 or Boeckeler Pointmaker CPN-5000 and associated misc cables and connectors				6	

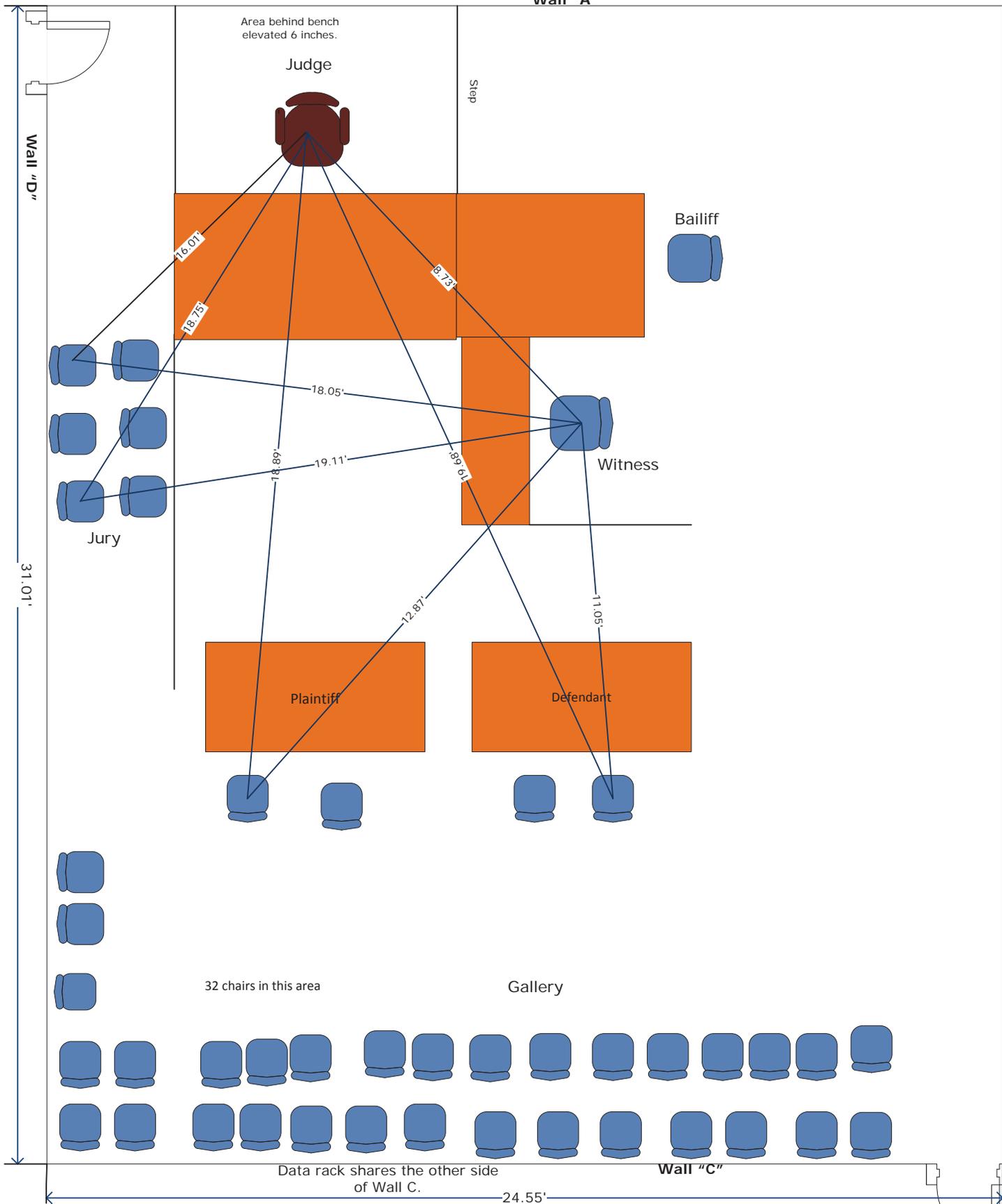


JP Courtroom Equipment List

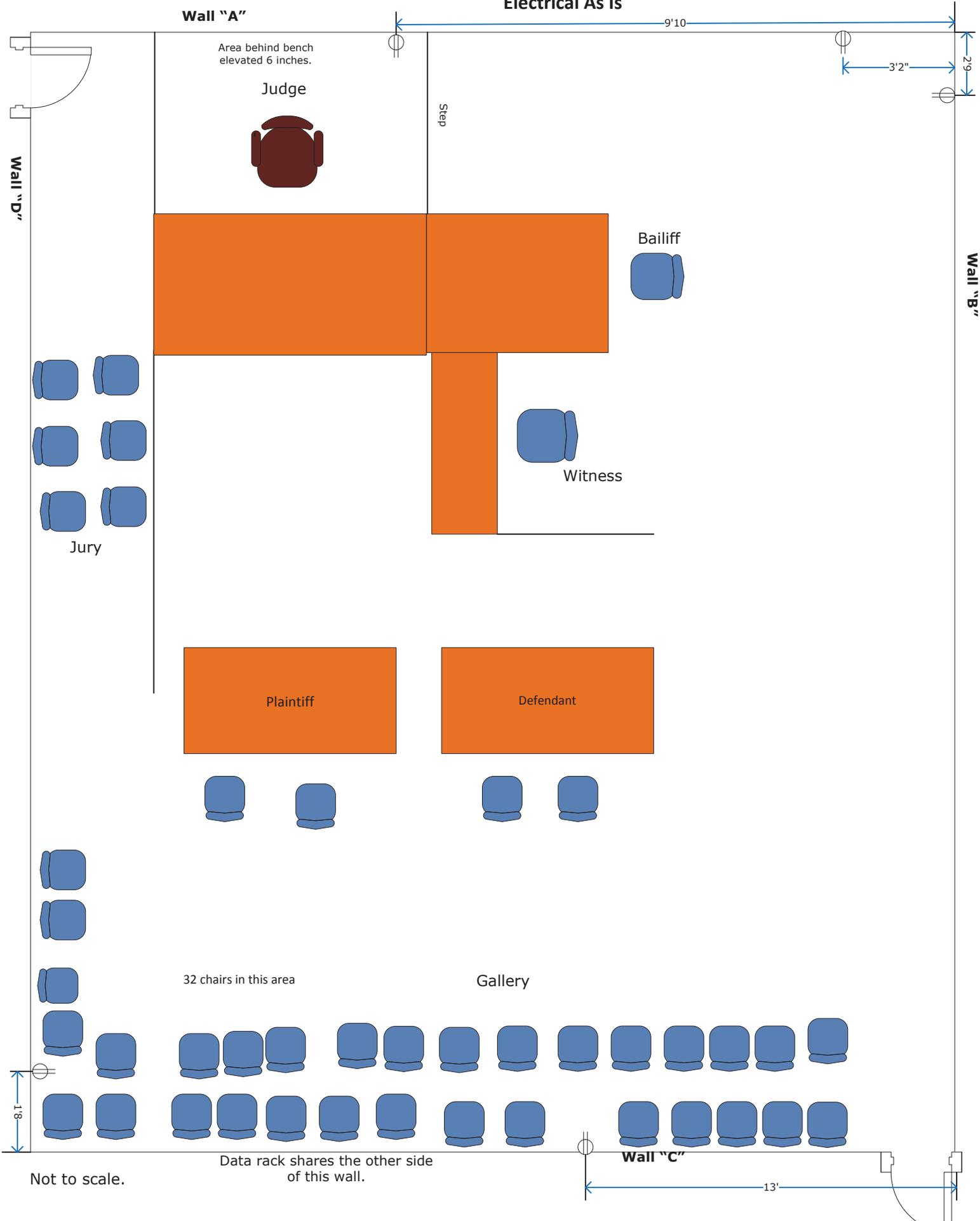
Description	Recommended Manufacturer Part/Model No.	State Manufacturer Part/Model	State price per item (each)	Project Total	Total Price
<b>Document Camera</b>	Avervision AVER-PL50			6	
<b>Blu-ray Player</b>	Denon DBT-1713UDP			5	
<b>Audio</b>					
Wired gooseneck desktop Microphones	Shure			26	
Digital Signal Processor with appropriate number of Input/Output cards	Biamp Tesira			6	
Four Channel Audio Amplifier				5	
Eight Channel Audio Amplifier				1	
Gallery Microphones	Shure			2	
Ceiling Mount Speakers				28	
<b>Room Control/Source Switching</b>					
AMX DGX enclosure with appropriate amount of Input/Output cards	AMX DGX8-ENC			6	
Multi-Format Transmitter Module				30	
DxLink HDMI Receiver Module				17	
Touch Panel	AMX MST-1001			6	
All other AMX accessories required				6	
<b>Miscellaneous</b>					
Microphone Cables				1	
Line Level Cables				1	
Lightning to HDMI and Micro USB to HDMI Adapters				6 of each kind	
Speaker Cables				1	
<b>Installation Fees/Programming</b>				1	
<b>Project Total</b>					

**Justice Court 2  
Judge Shaffer  
Farmersville Court room**

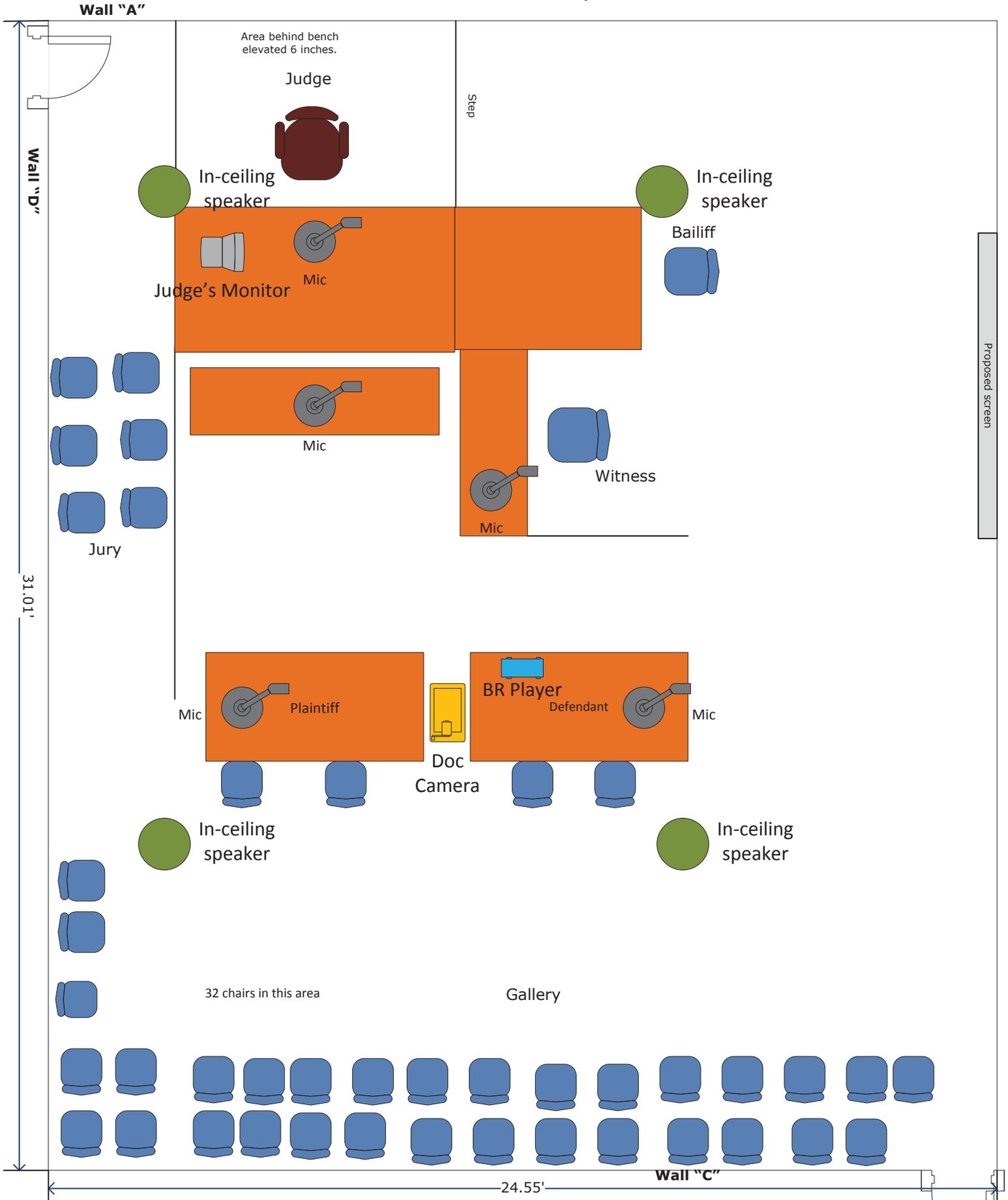
As Is  
Wall "A"



Justice Court 2  
Judge Shaffer  
Farmersville Court room  
Electrical As Is



Justice Court 2  
Judge Shaffer  
Farmersville Court room  
Proposed

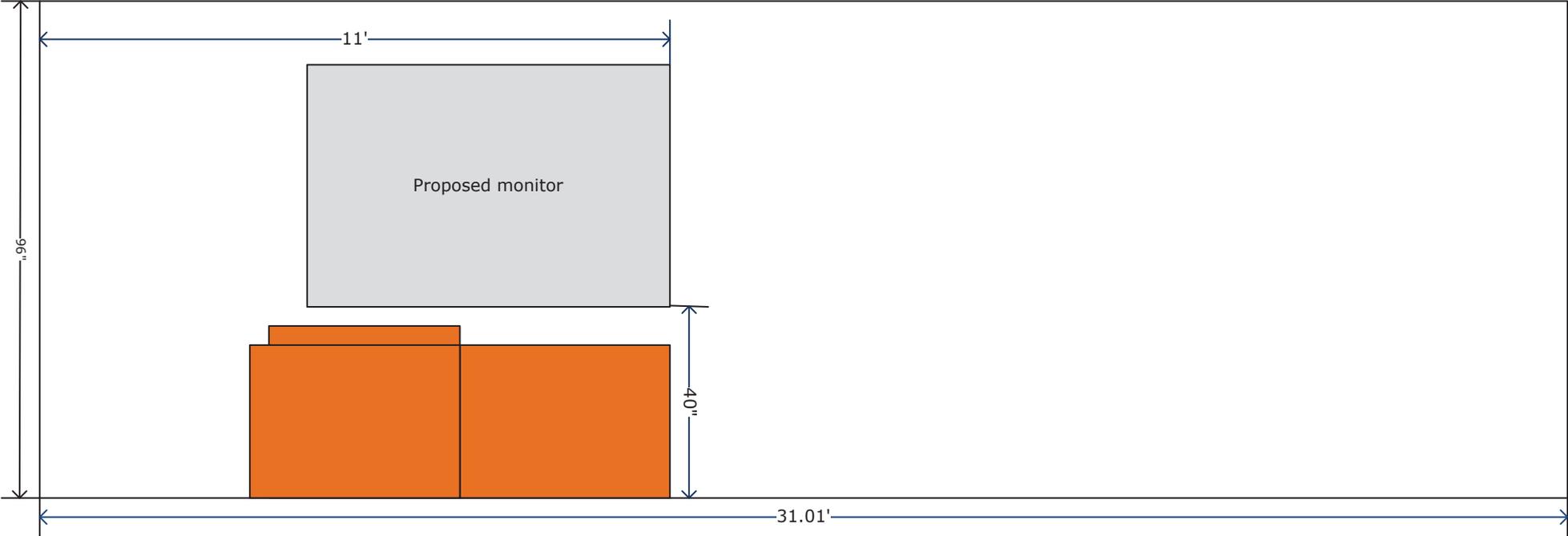


Not to scale. Data rack shares the other side of this wall.

Justice Court 2  
Judge Shaffer  
**Farmersville, TX**

Proposed location of  
Monitor

Wall "B"

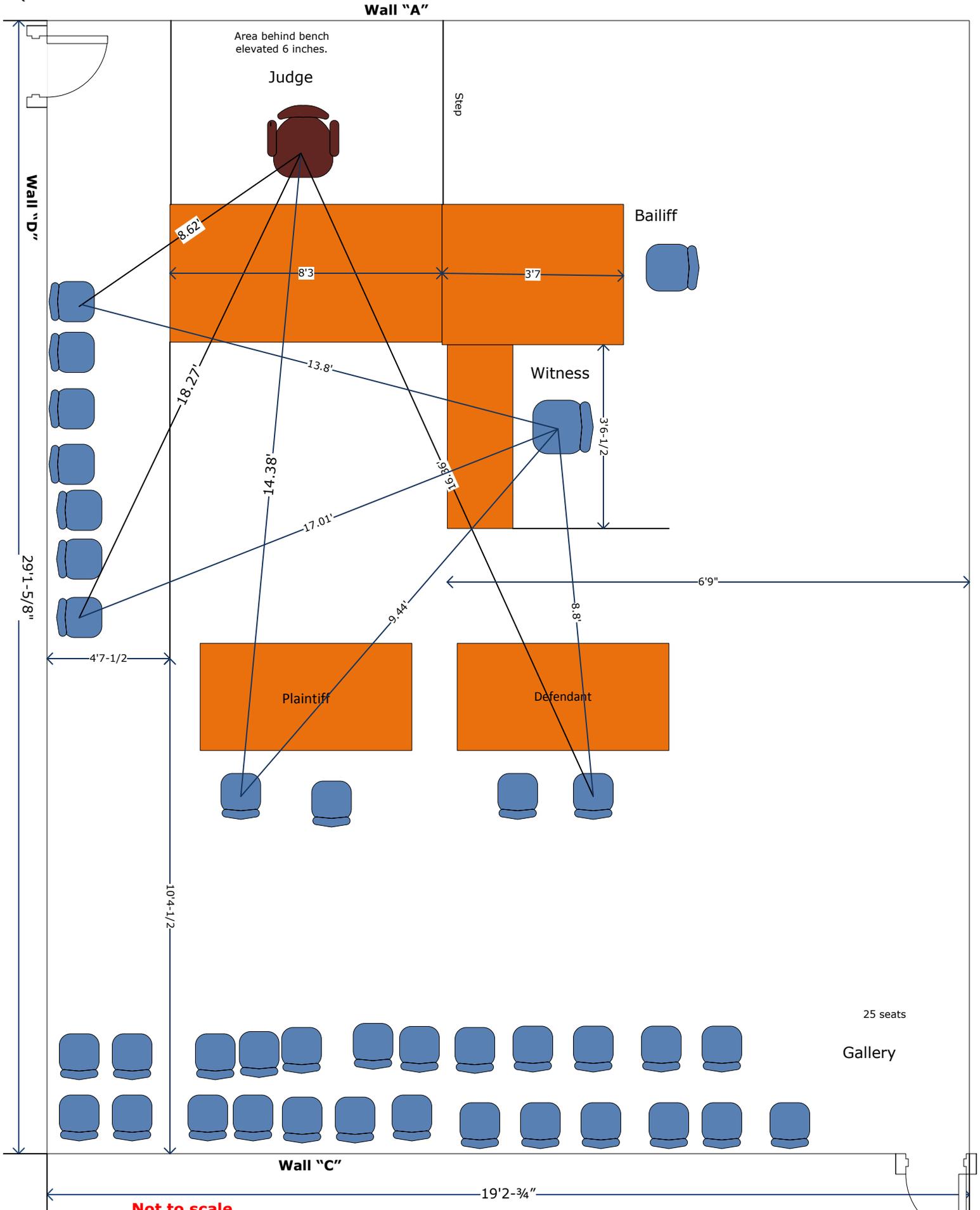


Not to scale.

Justice Court 2  
Judge Shaffer  
Wylie Courtroom

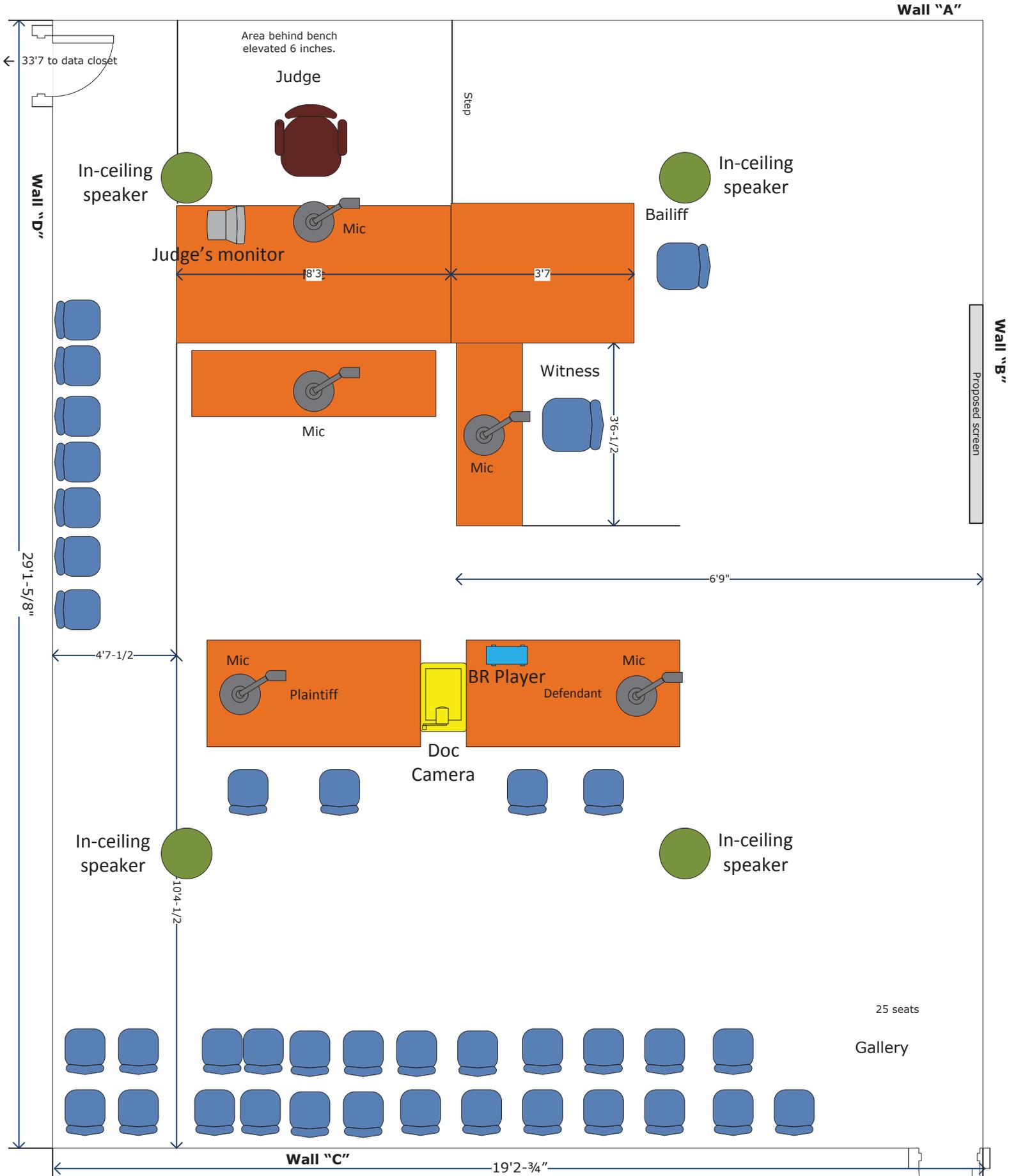
As Is

← 33'7" to data closet



Not to scale.

**Justice Court 2  
Judge Shaffer  
Wylie Courtroom  
Proposed**



**Not to scale.**

Justice Court 2  
Judge Shaffer  
Wylie Courtroom  
Electrical As Is

Wall "A"

Area behind bench  
elevated 6 inches.

Judge

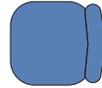


Step

Bailiff



Witness



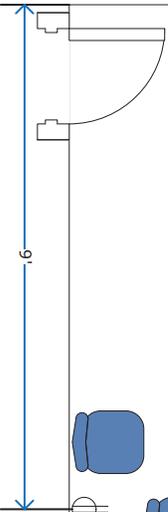
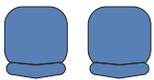
Plaintiff

Defendant



25 seats

Gallery

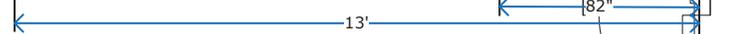


Wall "D"



Wall "B"

Wall "C"

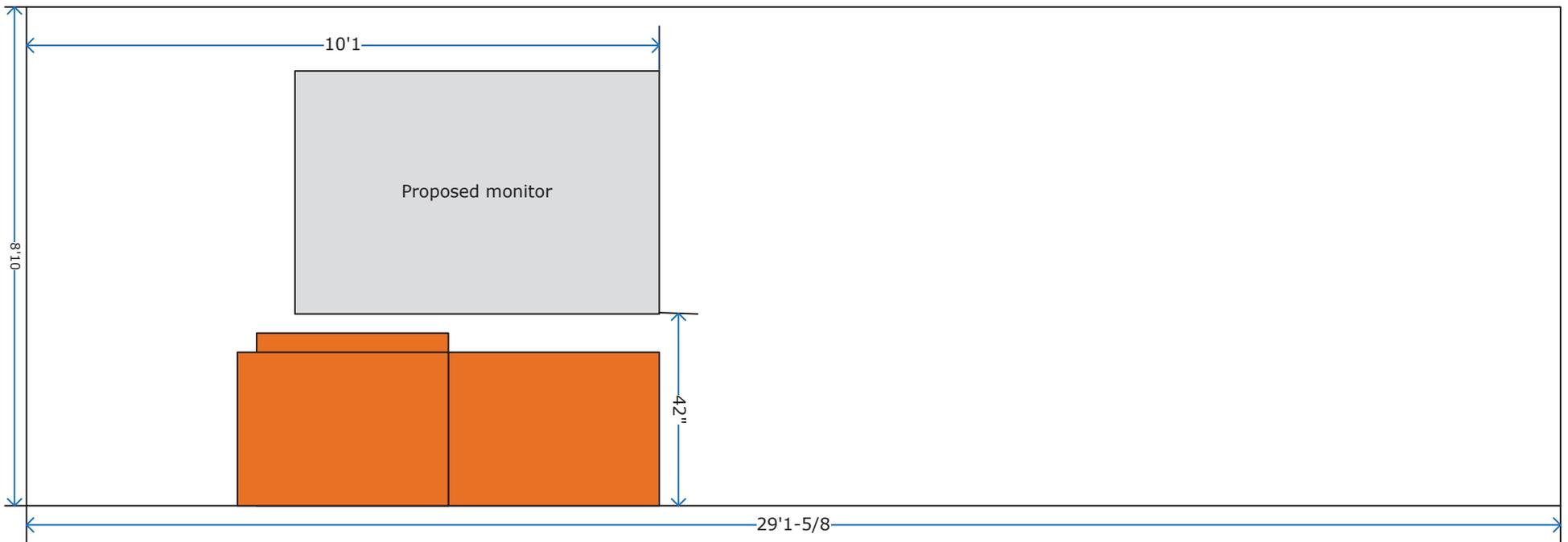


Not to scale.

Justice Court 2  
Judge Shaffer  
Wylie, TX

Proposed location of  
Monitor

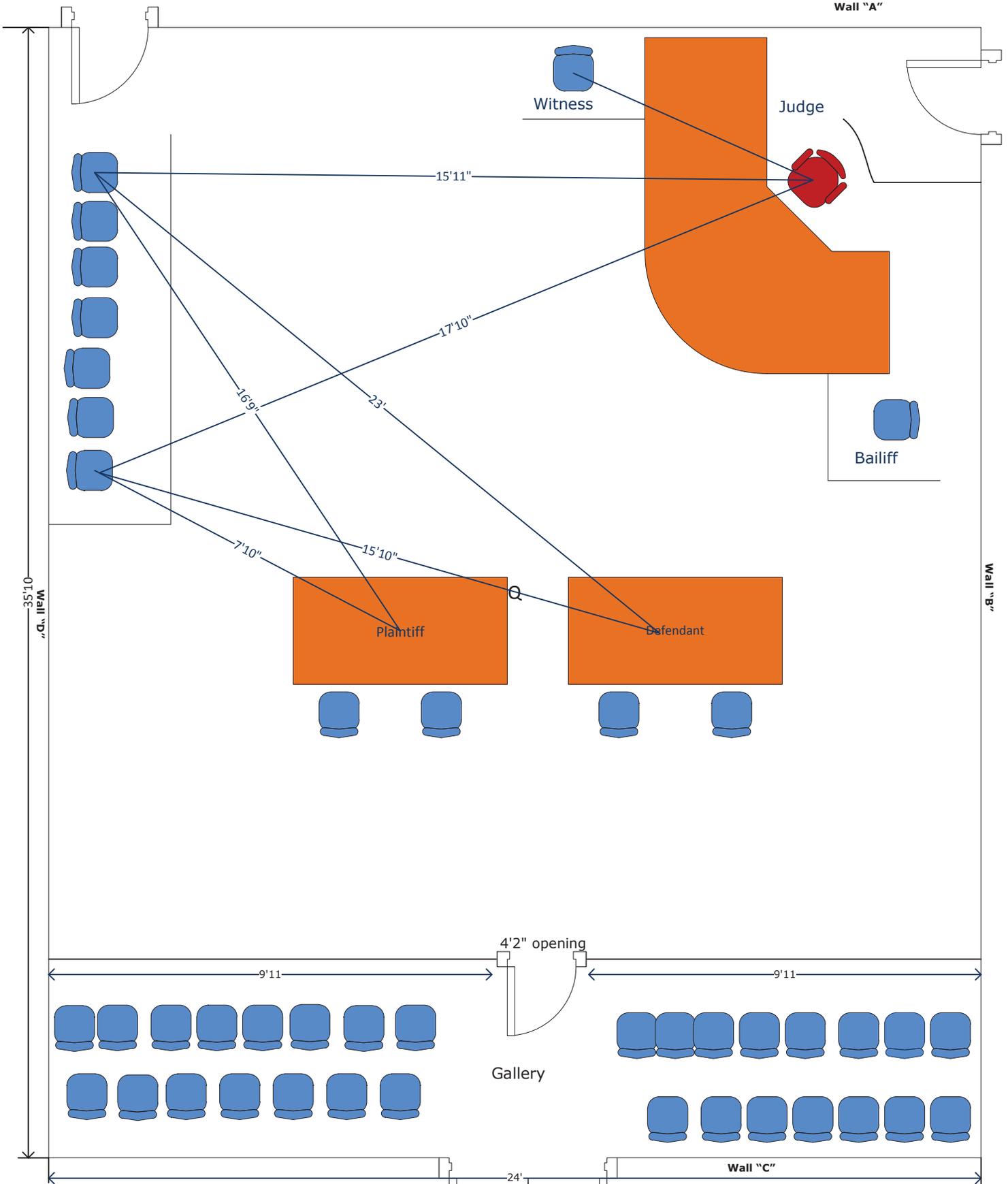
Wall "B"



**Not to scale.**

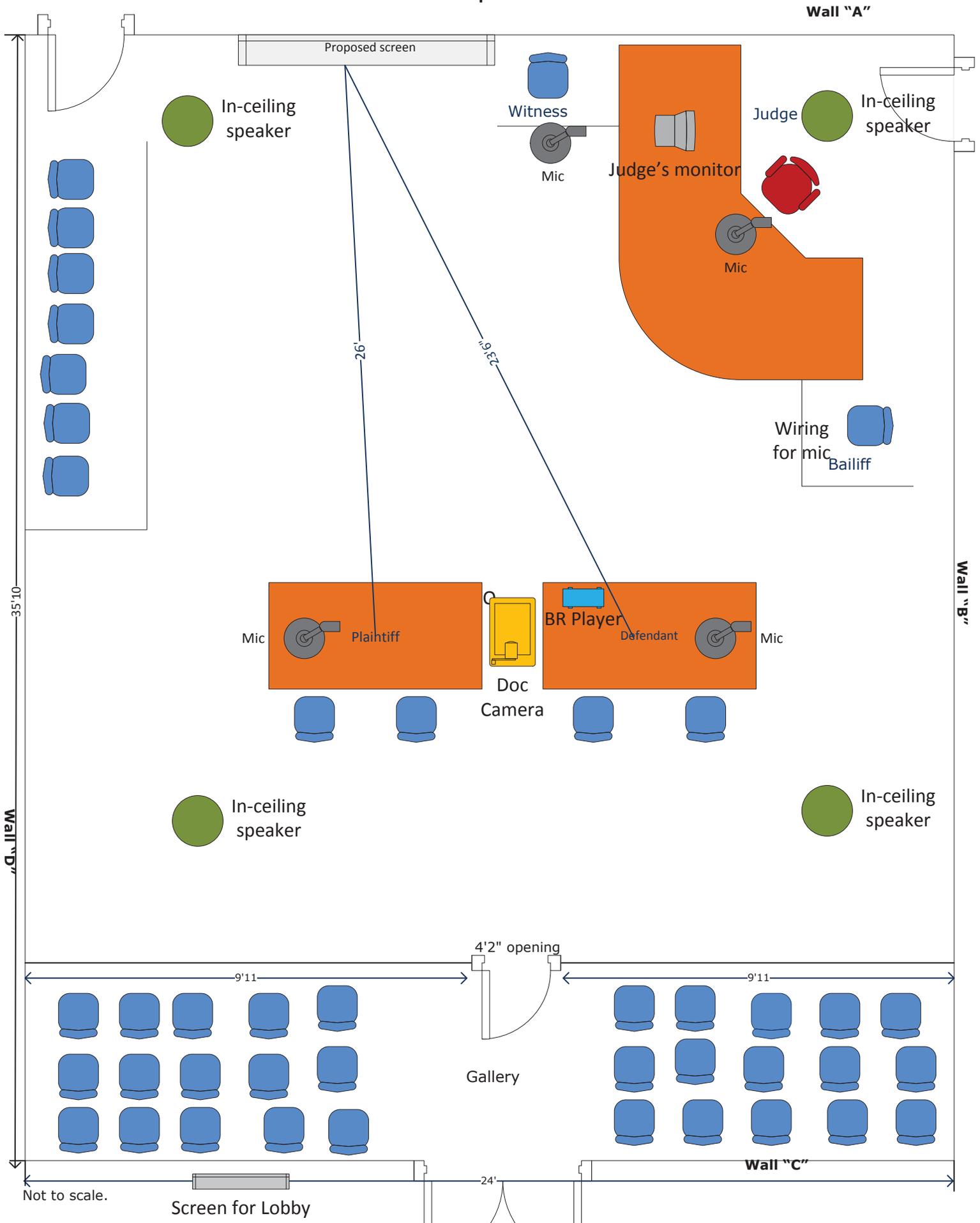
Note: Ceiling height 8'10 except over raised flooring above Judge's Bench Area

**Justice Court 4  
Judge Yarbrough  
Frisco, Texas  
As Is**

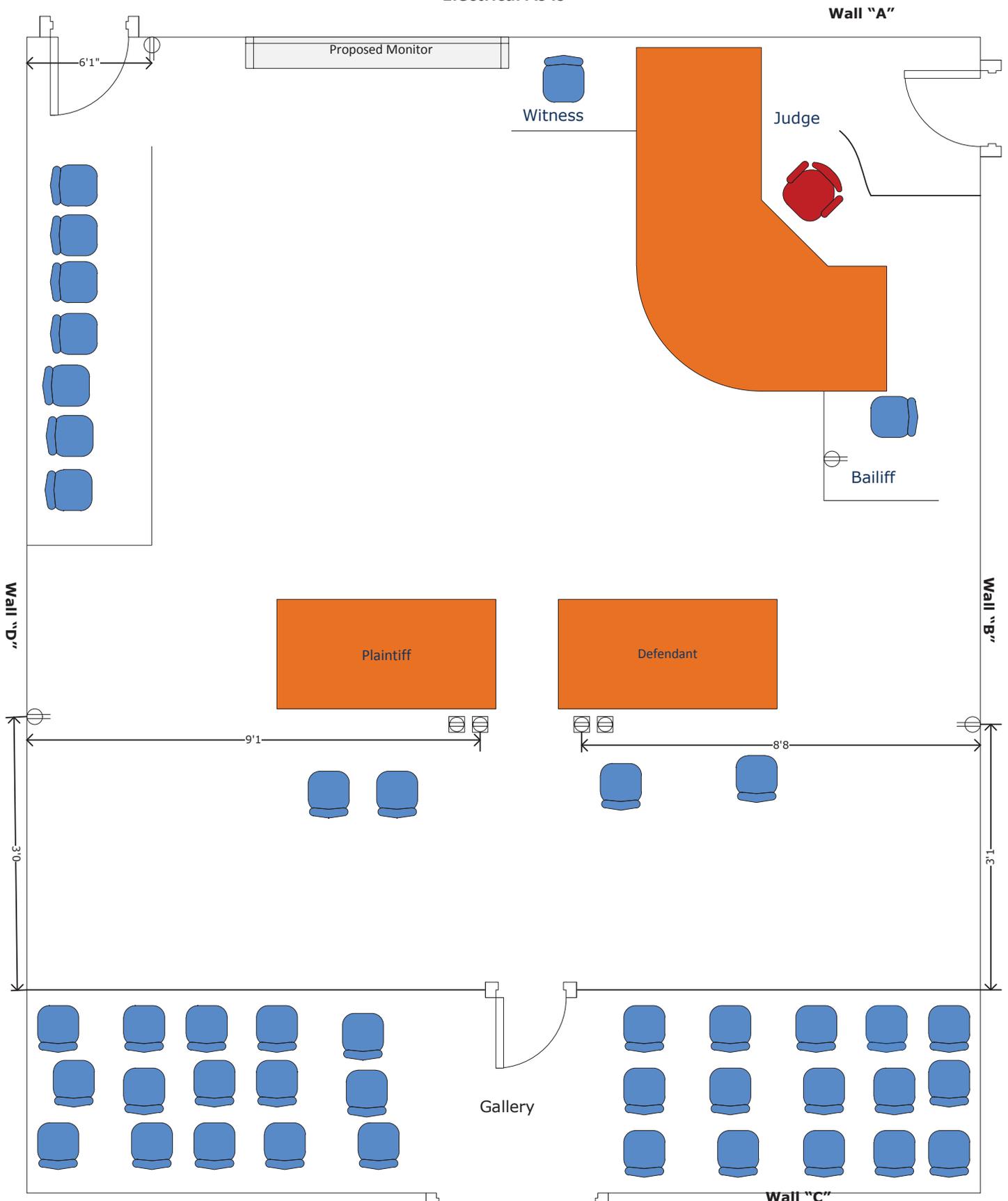


Not to scale.

Justice Court 4  
Judge Yarbrough  
Frisco, Texas  
Proposed



**Justice Court 4  
Judge Yarbrough  
Frisco, Texas  
Electrical As Is**

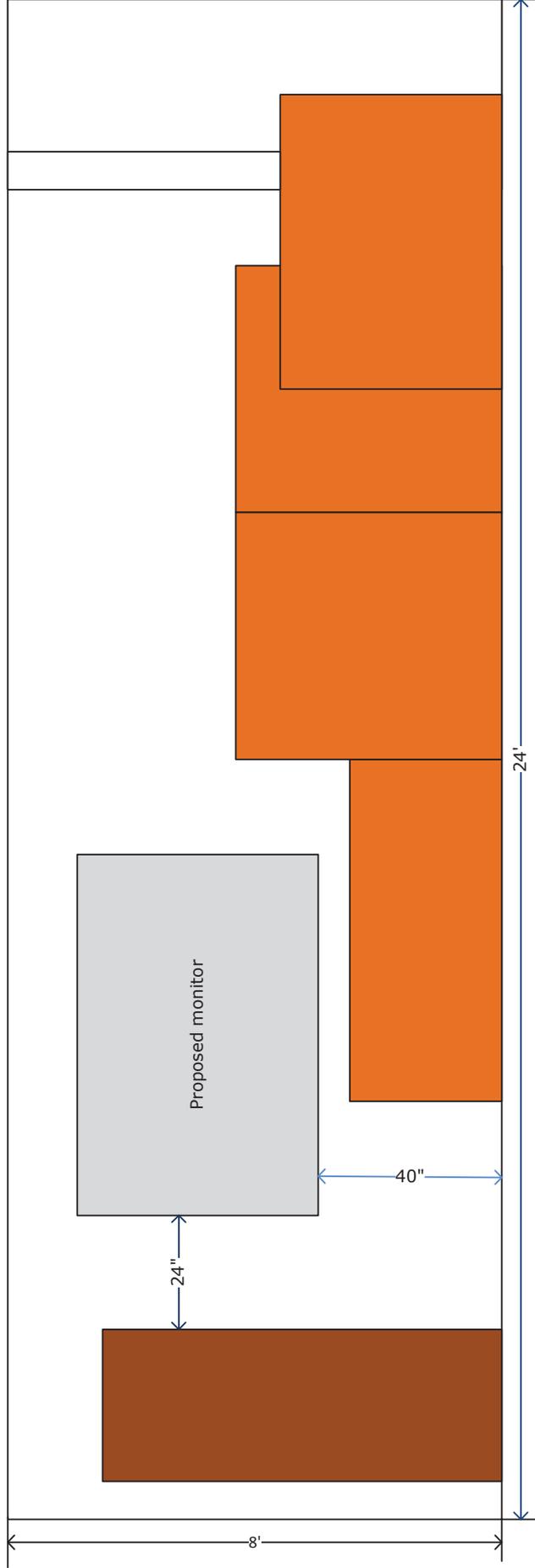


Not to scale.

Justice Court 4  
Judge Yarbrough  
**Frisco, Tx**

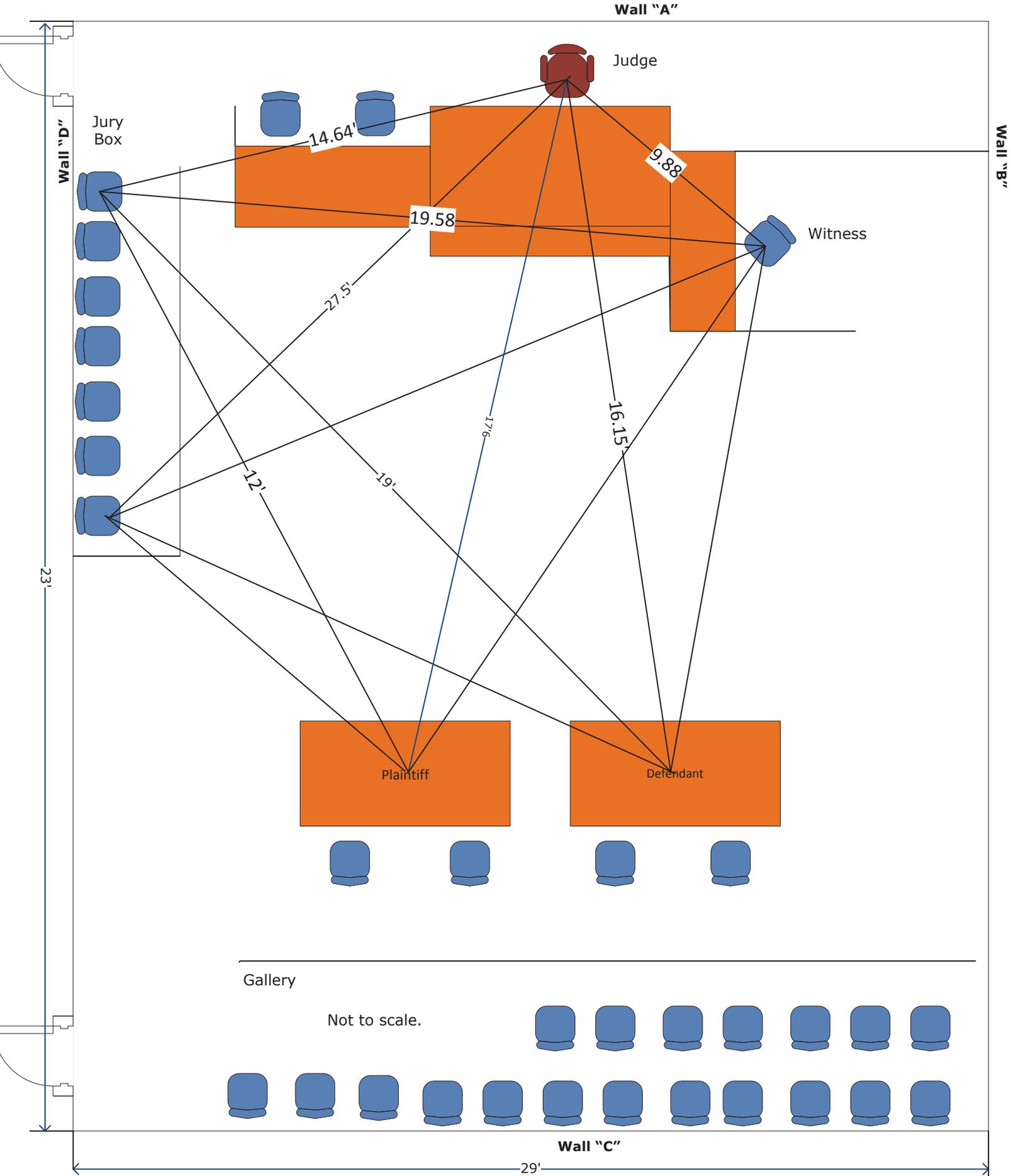
Proposed Location of Monitor

Wall "A"



Not to scale.

Justice Court 3-1  
Judge Ruckel  
Plano, Texas  
As Is



Justice Court 3-1  
Judge Ruckel  
Plano, Texas  
Proposed

Wall "A"

Wall "B"

In-ceiling speaker

In-ceiling speaker

Judge

Jury Box

Wall "D"

Judge's monitor

Mic

Witness

Mic

Doc Camera

Proposed Screen

23'

Mic

Plaintiff

BR Player

Defendant

Mic

In-ceiling speaker

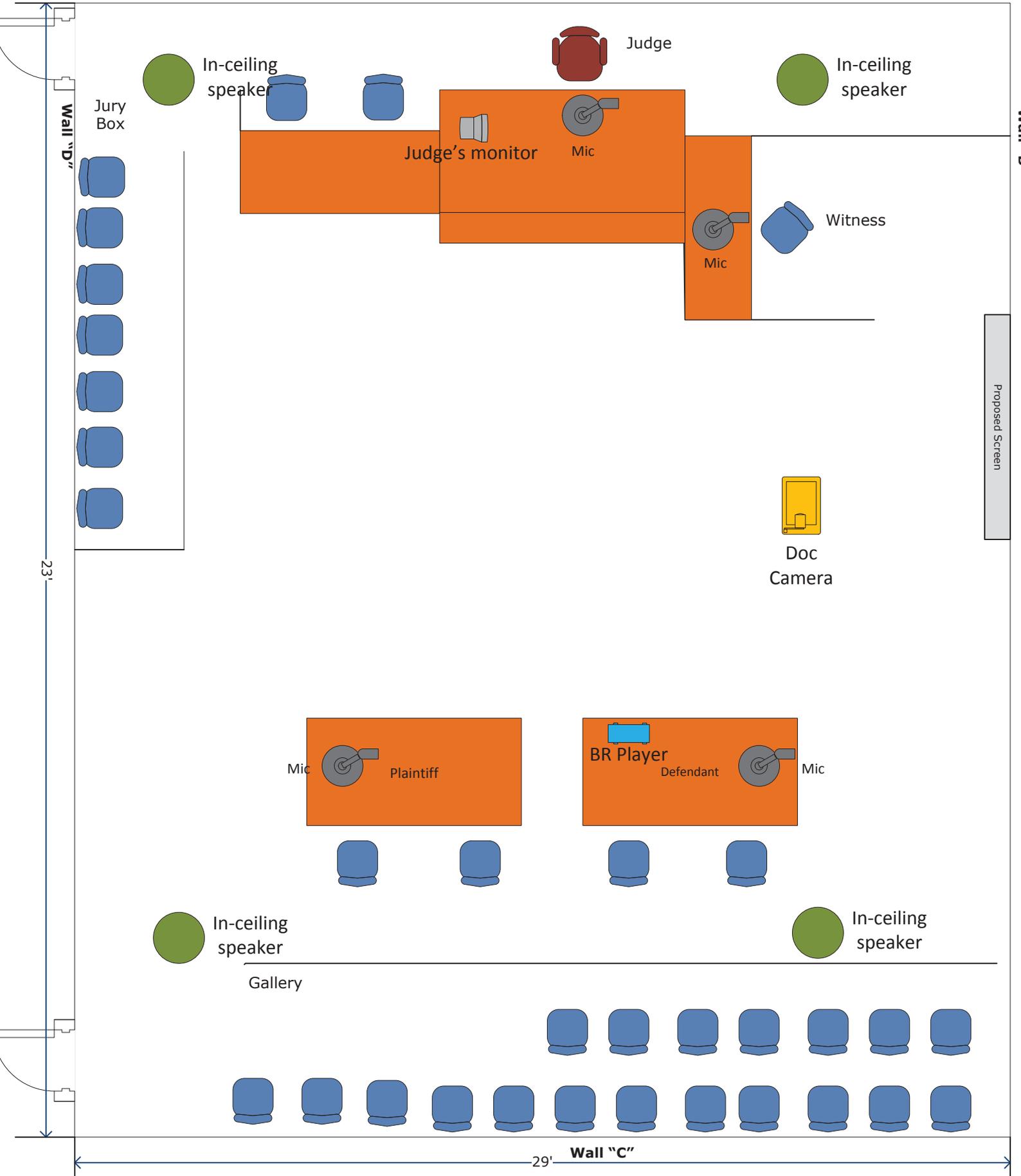
In-ceiling speaker

Gallery

29'

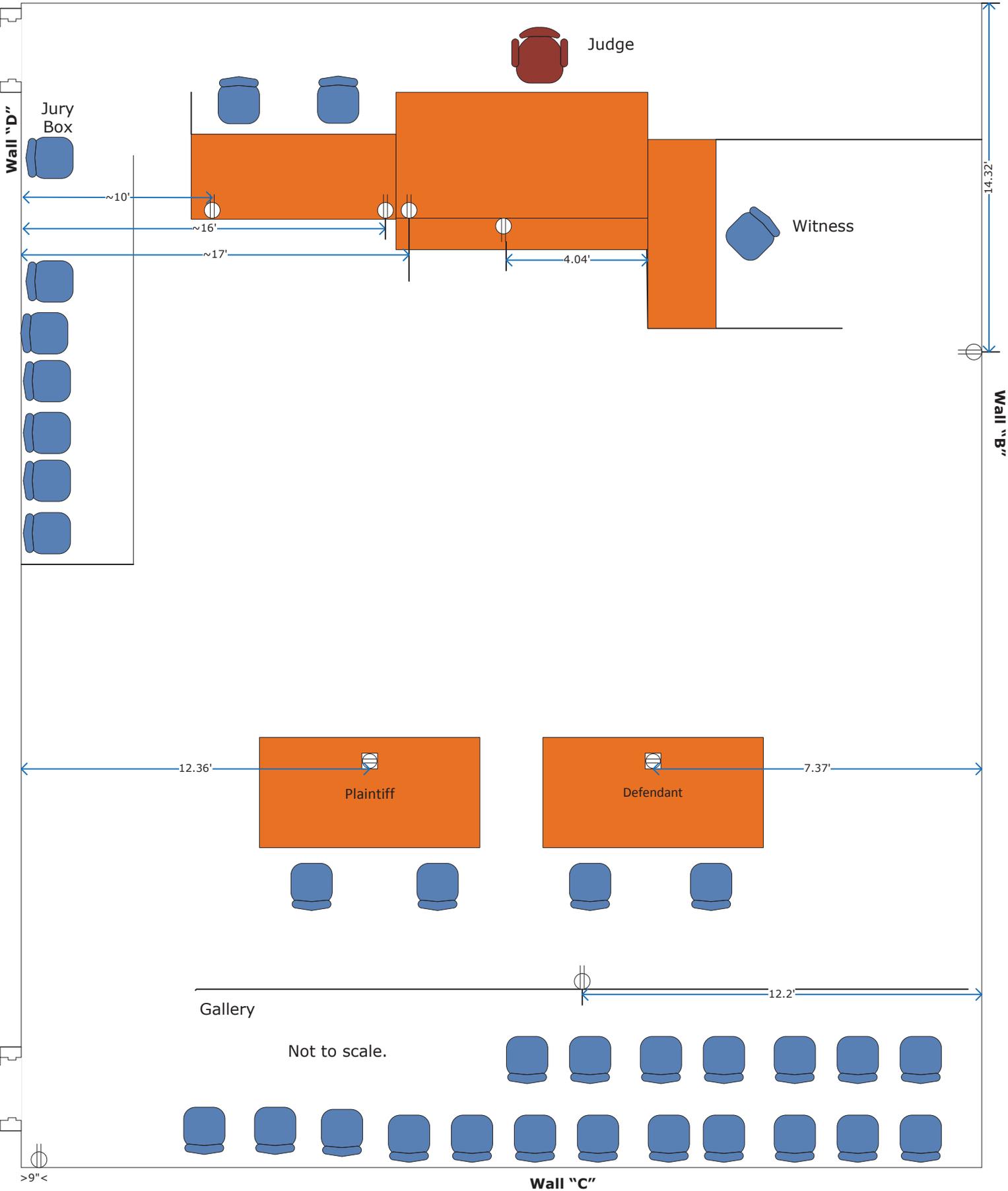
Wall "C"

Not to scale.



Justice Court 3-1  
Judge Ruckel  
Plano, Texas  
Electrical As Is

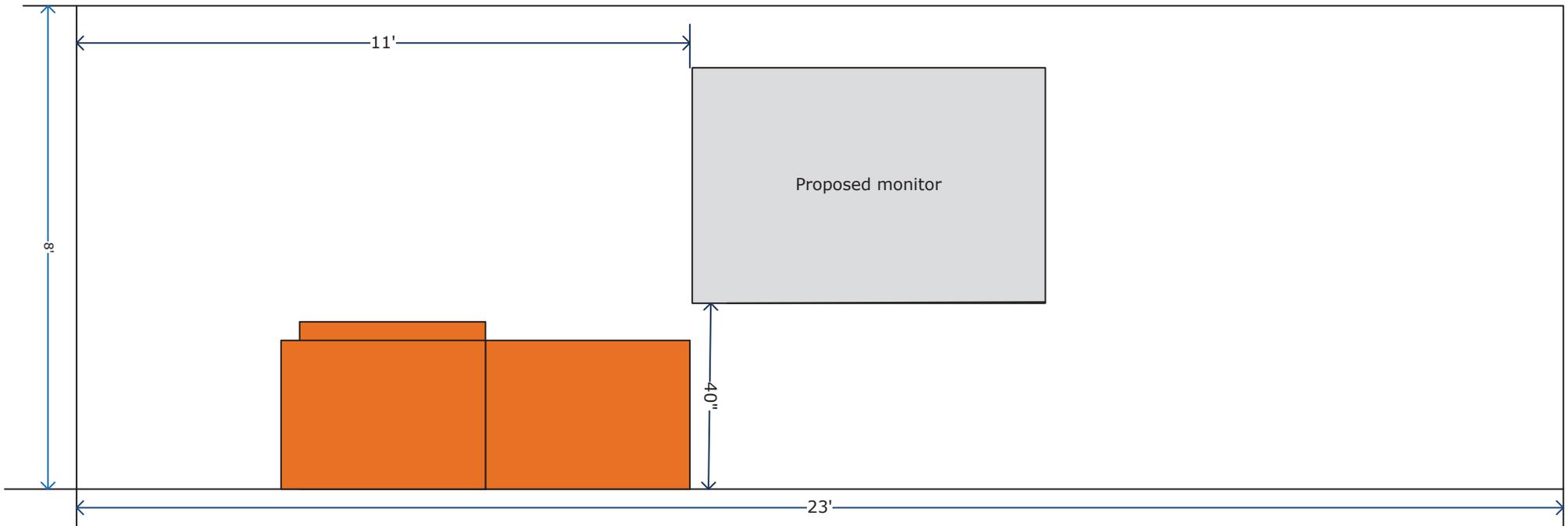
Wall "A"



Justice Court 3-1  
Judge Ruckel  
**Plano, TX**

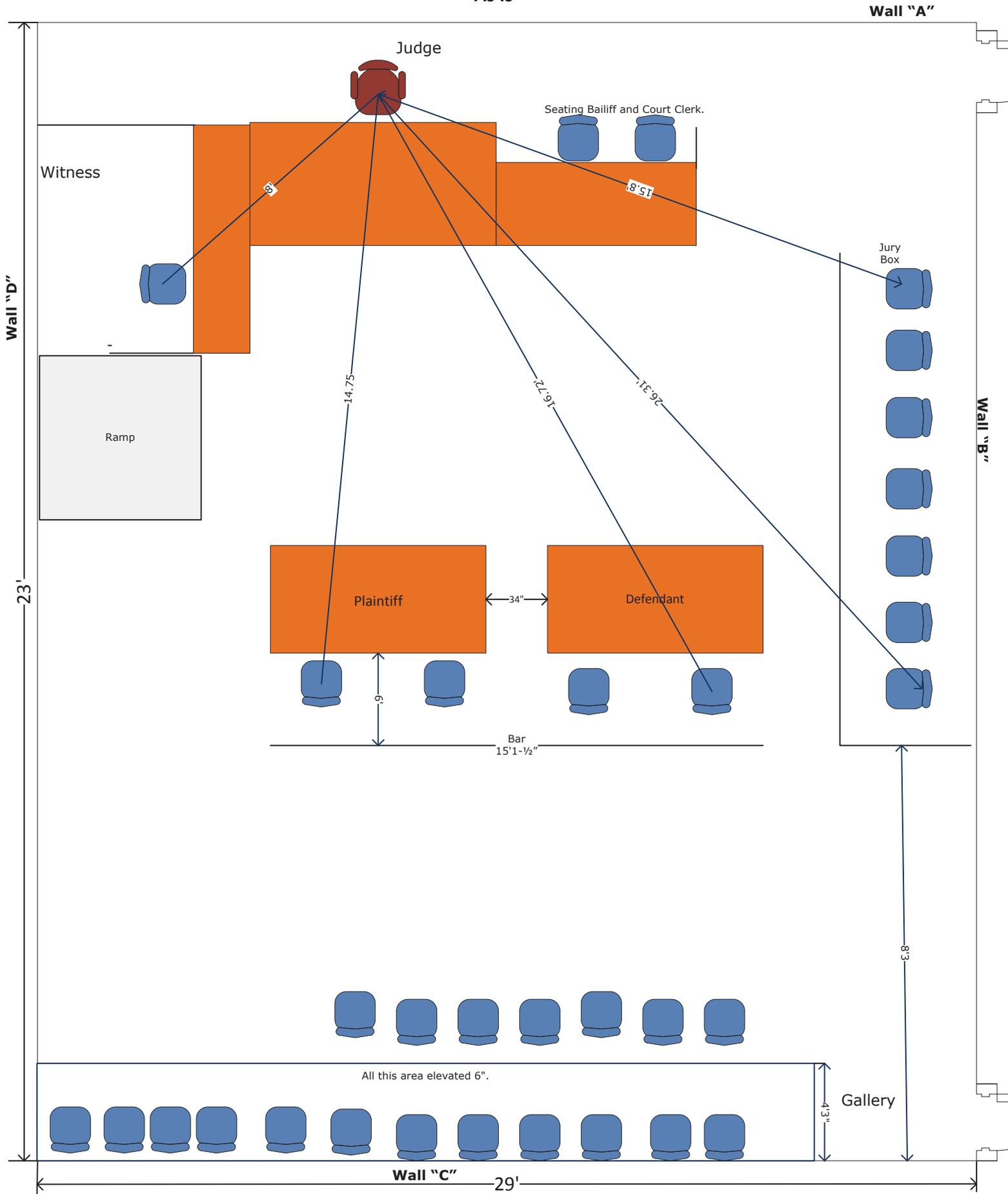
Proposed Location of  
Monitor

Wall "B"



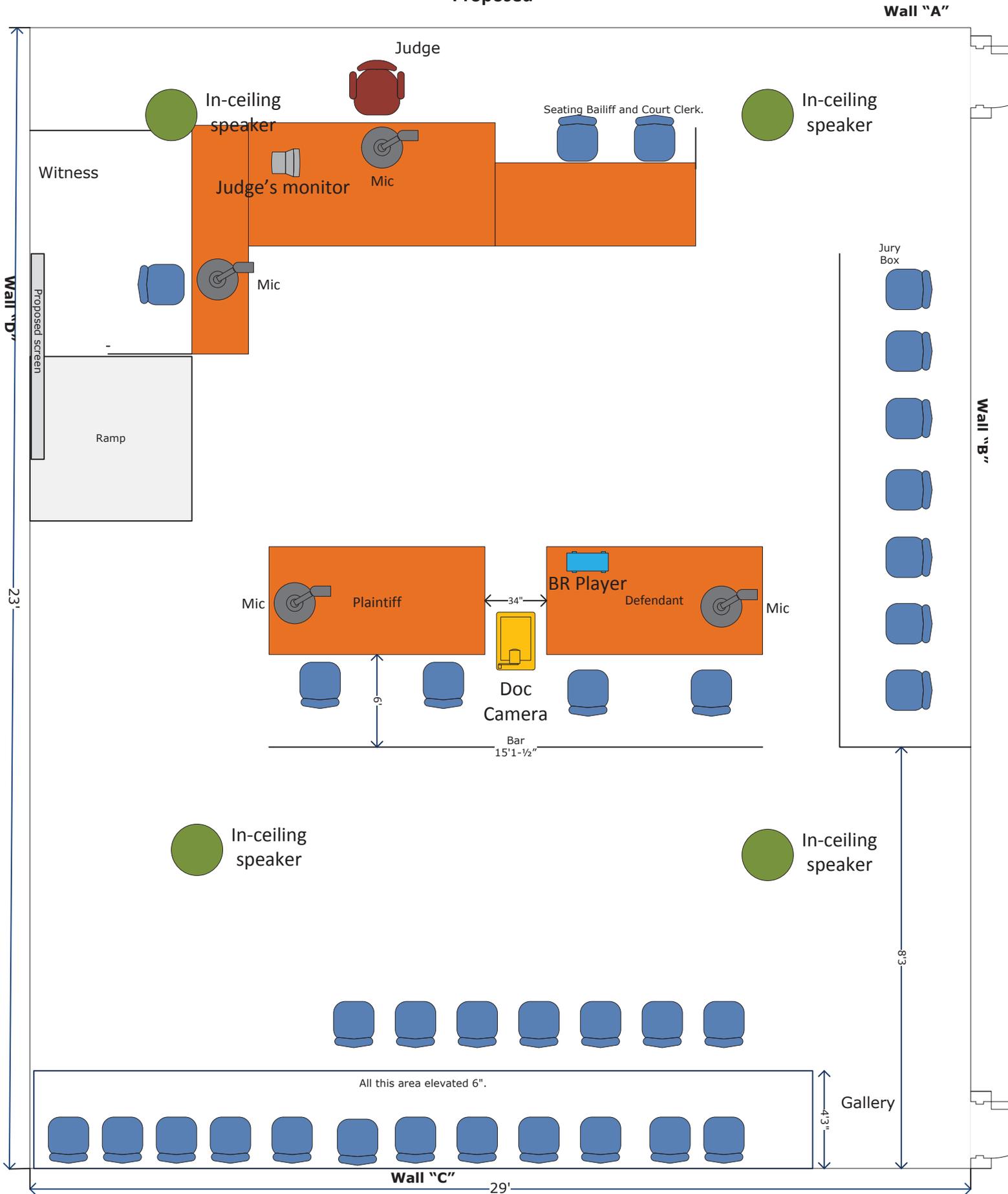
Not to scale.

**Justice Court 3-2  
 Judge Payton  
 Plano, Texas  
 As Is**



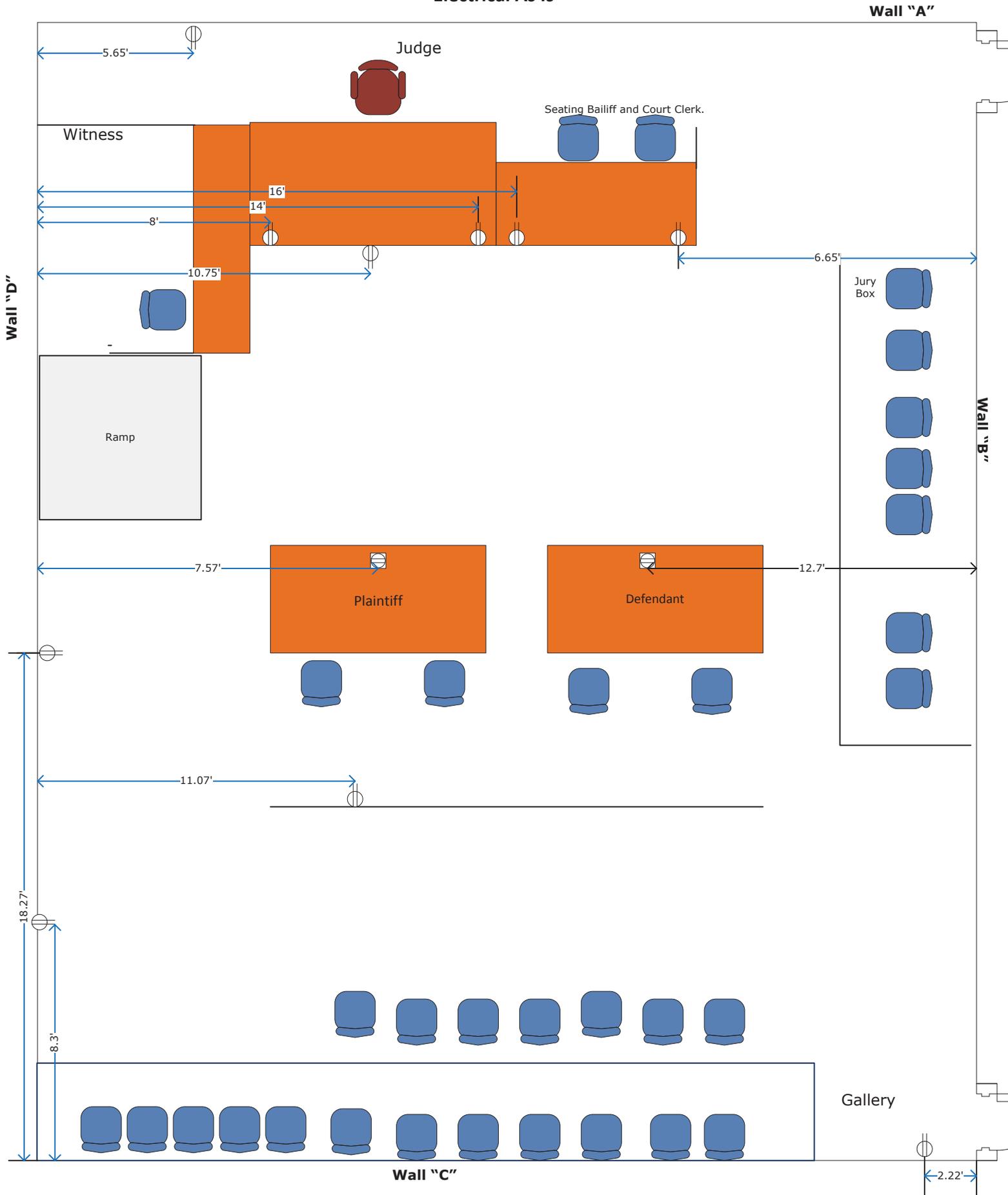
Not to scale.

Justice Court 3-2  
Judge Payton  
Plano, Texas  
Proposed



Not to scale.

**Justice Court 3-2  
 Judge Payton  
 Plano, Texas  
 Electrical As Is**

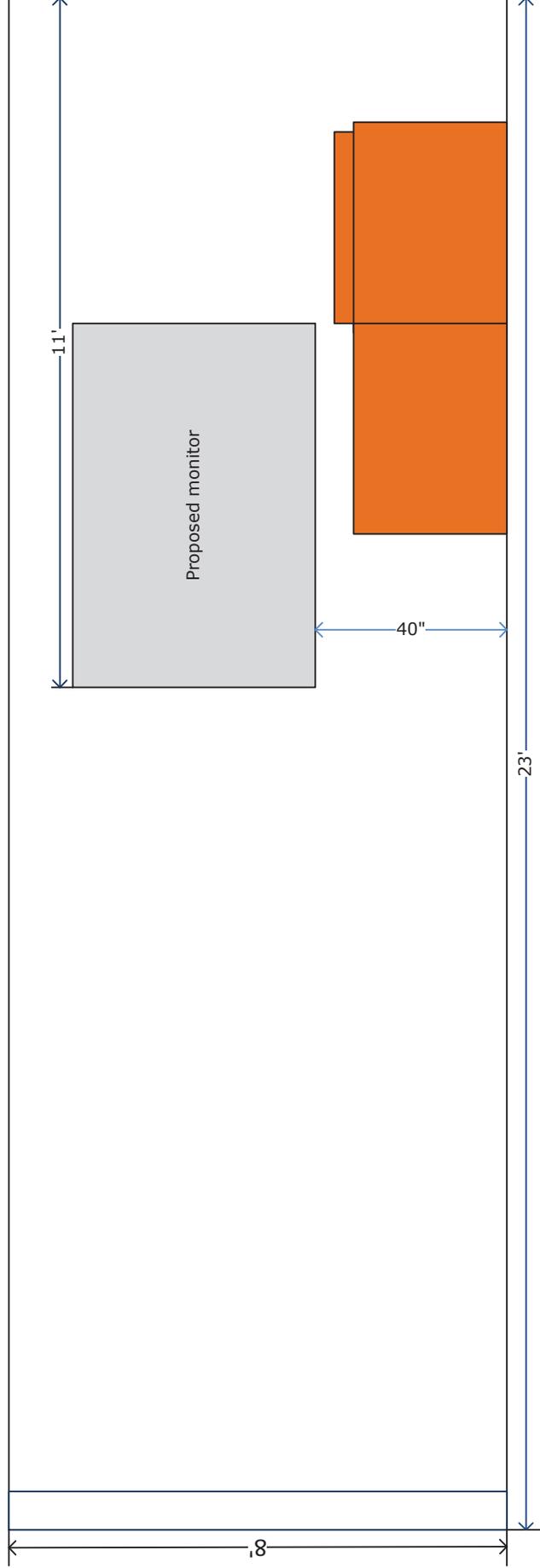


Not to scale.

Justice Court 3-2  
Judge Payton  
**Plano, TX**

Proposed Location of  
Monitor

Wall "D"



Not to scale.

**PAYMENT BOND**

STATE OF TEXAS §  
COUNTY OF COLLIN §

**KNOW ALL MEN BY THESE PRESENTS:**

That \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and fully authorized to transact business in the State of Texas, whose address is \_\_\_\_\_ of the City of \_\_\_\_\_ County of \_\_\_\_\_, and State of \_\_\_\_\_, (hereinafter referred to as "Principal"), and \_\_\_\_\_ (hereinafter referred to as "Surety", a corporation organized under the laws of the State of \_\_\_\_\_ and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto \_\_\_\_\_ (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 \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 \_\_\_\_\_.

**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 \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**WITNESS**

\_\_\_\_\_

**PRINCIPAL**

\_\_\_\_\_

Printed/Typed Name \_\_\_\_\_

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.

# PERFORMANCE BOND

STATE OF TEXAS §  
COUNTY OF COLLIN §

## KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and fully authorized to transact business in the State of Texas, whose address is \_\_\_\_\_ of the City of \_\_\_\_\_ County of \_\_\_\_\_, and State of \_\_\_\_\_, (hereinafter referred to as "Principal"), and \_\_\_\_\_ (hereinafter referred to as "Surety", a corporation organized under the laws of the State of \_\_\_\_\_ and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto \_\_\_\_\_ (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 \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 \_\_\_\_\_.

**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 \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**WITNESS**

\_\_\_\_\_

**PRINCIPAL**

Printed/Typed Name \_\_\_\_\_

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.

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

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

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

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

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

**OFFICE USE ONLY**

Date Received

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

**2**  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information in this section is being disclosed.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor 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.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

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

Yes       No

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 interest of one percent or more?

Yes       No

D. Describe each employment or business and family relationship with the local government officer named in this section.

**4**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date



**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

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

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup>  The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.