



**COLLIN COUNTY**

## **CELLULAR ANTENNA SYSTEM FOR MYERS PARK SHOW BARN**

**RFP 2016-207**

**Carol Magers, Buyer II  
Jack Hatchell Administration Building  
2300 Bloomdale Road, Ste. 3160  
McKinney, TX 75071**

**(P) 972-548-4119 (F) 972-548-4694  
cmagers@co.collin.tx.us**

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

## 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, June 30, 2016**, for Request for Proposal **Cellular Antenna System for Myers Park Show Barn, RFP No. 2016-207**. A **Pre-Proposal** conference will be held **Thursday, June 23, 2016 at 2:00 P.M.** at the Myers Park Show Barn, 7117 CR 166, McKinney, Texas, 75071. Proposers shall use lump sum pricing. Proposers must furnish a payment bond within ten (10) consecutive calendar days following notification of award of contract. Proposers must furnish a performance bond in the amount of one hundred percent of the total contract form **ONLY** if the project exceeds \$100,000 within ten (10) consecutive calendar days following notification of award of contract. Funds for payment have been provided through the Collin County budget approved by the Commissioners 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: <https://collincountytexas.com/procurement>. Sealed proposals will be opened on **Thursday, June 30, 2016 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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**ATTENTION:**  
**BILL TO:**

**CLASSIFIEDS**  
**ACCOUNT NO 06100315-000**  
**COMMISSIONER'S COURT**

NOTICE TO PUBLISHERS: Please publish in your issue on **Thursday, June 9, 2016** and **Thursday, June 16, 2016**. A copy of this notice and the publisher's affidavit must accompany the invoice when presented for payment.

**NEWSPAPER:**  
**DATE:**  
**FAX:**

**Plano Star Courier**  
**June 6, 2016**  
**972-529-1684**

# Collin County, Texas

## Bid Information

Bid Owner Carol Magers Buyer II  
Email cmagers@co.collin.tx.us  
Phone (972) 548-4119  
Fax (972) 548-4694

Bid Number 2016-207  
Title Cellular Antenna System for  
Myers Park Show Barn

Bid Type RFP  
Issue Date 06/07/2016  
Close Date 6/30/2016 02:00:00 PM (CT)

## Contact Information

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

Contact Carol Magers Buyer II  
Department Purchasing  
Building Admin. Building  
Floor/Room Ste.3160  
Telephone (972) 548-4119  
Fax (972) 548-4694  
Email cmagers@co.collin.tx.us

## Ship to Information

Address 7117 CR 166  
McKinney, TX 75071

Contact  
Department Myers Park  
Building Myers Park  
Floor/Room  
Telephone  
Fax  
Email

## Supplier Information

Company Name  
Contact Name  
Address

Telephone  
Fax  
Email

## Supplier Notes

The undersigned hereby certifies the foregoing proposal submitted by the company listed below hereinafter called "offeror" is the duly authorized agent of said company and the person signing said proposal has been duly authorized to execute same. Offeror affirms that they are duly authorized to execute this contract; this company; corporation, firm, partnership or individual has not prepared this proposal in collusion with any other offeror or other person or persons engaged in the same line of business; and that the contents of this proposal as to prices, terms and conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

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

## Bid Notes

## Bid Activities

Date	Name	Description
6/23/2016 02:00:00 PM (CT)	Pre-Proposal Conference	Offerors are encouraged to have a member of their team attend this meeting for better understanding of the project. DATE: June 23, 2016, 2 p.m.
6/24/2016 02:00:00 PM (CT)	Intent to Offer Proposal	
6/24/2016 02:00:00 PM (CT)	Deadline for Questions and Answers	

## 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.doc	Legal Notice
Header	General_Instructions_Bid.docx	General Instructions
Header	Terms_of_Contract_Bid.docx	Terms of Contract
Header	INSURANCE REQUIREMENTS.doc	Insurance Requirements
Header	Specifications.docx	Specifications
Header	Payment_Bond.pdf	Payment Bond
Header	Performance_Bond.pdf	Performance Bond
Header	HB23 Information Regarding Conflict of Interest Questionnaire.docx	HB23 Information Regarding Conflict of Interest Questionnaire
Header	CIQ-New-2015_(1).pdf	Conflict of Interest
Header	W9.pdf	W-9

## Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Delivery	<p>Delivery will be F.O.B. inside delivery at Collin County designated locations and all transportation charges are to be paid by the supplier to destination.</p> <p>Please state delivery in calendar days from date of order.</p>	_____ (Required)
2	Exceptions	<p>Do you take exceptions to the specifications. If so, by separate attachment, please state your exceptions.</p> <p>Valid Responses: [Please Select], Yes, No</p>	_____ (Required)
3	Insurance	<p>I understand that the insurance requirements of this solicitation are required and a certificate of insurance shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract.</p> <p>Please initial.</p>	_____ (Required)
4	Subcontractors	<p>State the business name of all subcontractors and the type of work they will be performing under this contract.</p> <p>If you are fully qualified to self-perform the entire contract, please respond with "Not Applicable-Self Perform".</p>	_____ (Required)
5	Reference No. 1	<p>List a company or governmental agency where these same/like products /services, as stated herein, have been provided.</p> <p>Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.</p>	_____ (Required)

- 6 Reference No. 2 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.
- 7 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.
- 8 Cooperative Contracts As permitted under Title 8, Chapter 271, Subchapter F, Section 271.101 and 271.102 V.T.C.A. and Title 7, Chapter 791, Subchapter C, Section 791.025, V.T.C.A., other local governmental entities may wish to also participate under the same terms and conditions contained in this contract. Each entity wishing to participate must enter into an inter-local agreement with Collin County and have prior authorization from vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the local governmental entity requiring supplies/services. Collin County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract. \_\_\_\_\_ (Required)
- Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded, under the same terms and conditions?  
Valid Responses: [Please Select], Yes, No
- 9 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). \_\_\_\_\_ (Required)
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.
- 10 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. \_\_\_\_\_ (Required)
- Please initial.

- 11 Immigration and Reform Act I declare and affirm that my company is in compliance with \_\_\_\_\_ (Required)  
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.
- 12 Disclosure of Certain Relationships Chapter 176 of the Texas Local Government Code \_\_\_\_\_ (Required)  
requires that any vendor considering doing business with a  
local government entity disclose the vendor's affiliation or  
business relationship that might cause a conflict of interest  
with a local government entity. Subchapter 6 of the code  
requires a vendor to file a conflict of interest questionnaire  
(CIQ) if a conflict exists. By law this questionnaire must be  
filed with the records administrator of Collin County no  
later than the 7th business day after the date the vendor  
becomes aware of an event that requires the statement to  
be filed. A vendor commits an offense if the vendor  
knowingly violates the code. An offense under this section  
is a misdemeanor.
- By submitting a response to this request, the vendor  
represents that it is in compliance with the requirements of  
Chapter 176 of the Texas Local Government Code.
- Please send completed forms to the Collin County County  
Clerk's Office located at 2300 Bloomdale Rd., Suite 2104,  
McKinney, TX 75071.
- Please initial.
- 13 Disclosure of Interested Parties Section 2252.908 of the Texas Government Code requires \_\_\_\_\_ (Required)  
a business entity entering into certain contracts with a  
governmental entity to file with the governmental entity a  
disclosure of interested parties at the time the business  
entity submits the signed contract to the governmental  
entity. Section 2252.908 requires the disclosure form  
(Form 1295) to be signed by the authorized agent of the  
contracting business entity, acknowledging that the  
disclosure is made under oath and under penalty of  
perjury. Section 2252.908 applies only to a contract that  
requires an action or vote by the governing body of the  
governmental entity before the contract may be signed or  
has a value of at least \$1 million. Section 2252.908  
provides definitions of certain terms occurring in the  
section.
- Section 2252.908 applies only to a contract entered into on  
or after January 1, 2016.
- Please initial.
- 14 Notification Survey In order to better serve our offerors, the Collin County \_\_\_\_\_ (Required)  
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, Other

15 Proposer Acknowledgement

Proposer acknowledges, understands the specifications, \_\_\_\_\_ (Required)  
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.

## Line Items

#	Qty	UOM	Description	Response
1	1	job	State total price for materials, labor and one (1) year warranty/maintenance in accordance with the specifications.	
		Manufacturer:	Manufacturer #:	\$ _____ (Required) Unit Price

Ship To: See Purchase Order, McKinney, TX 75071

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

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	State total cost for Labor		\$ _____ (Required)
2	State total cost for Materials		\$ _____ (Required)
3	State total cost for first year warranty/maintenance		\$ _____ (Required)

2	1	each	State cost of annual maintenance agreement, beginning with Year 2.	
		Manufacturer:	Manufacturer #:	\$ _____ (Required) Unit Price

Ship To: See Purchase Order, McKinney, TX 75071

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

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	State percentage of increase each year, if necessary		_____% (Required)

## 1.0 GENERAL INSTRUCTIONS

### 1.0.1 Definitions

1.0.1.1 Bidder: refers to submitter.

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

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

1.0.1.4 IFB: refers to Invitation For Bid.

1.1 If Bidder 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 bid may not be withdrawn or canceled by the bidder 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 Bids for any or all products and/or services covered in an Invitation For Bid (IFB), and to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of Collin County.

1.7 All IFB's submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the IFB number and name. A hard copy paper form submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals shall be mailed or hand delivered to the Collin County Purchasing Department.

1.8 No oral, telegraphic or telephonic submittals will be accepted. IFB's may be submitted in electronic format via Collin County eBid.

1.9 All Invitation For Bids (IFB) 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 IFB.

1.10 Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all Invitation for Bids (IFB) submitted in hard copy paper form. IFB'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 IFB guaranteeing authenticity. Submittals cannot be altered or amended after submission deadline.

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

1.13 Any interpretations, corrections and/or changes to an Invitation For Bid, 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 IFB/RFQ/RFP/RFI/CSP and related Specifications. However, it shall be the sole responsibility of the Bidder/Quoter/Offeror to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. **Collin County eBid** <https://collincountytexas.com>, telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Bidder/Quoter/Offeror's receipt of any addenda issued. Bidder/Quoter/Offeror shall acknowledge receipt of all addenda.

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

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

1.16 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 Bidders taking exception to the specifications shall do so at their own risk. By offering substitutions, Bidder shall state these exceptions in the section provided in the IFB or by attachment. Exception/substitution, if accepted, must meet or exceed specifications stated therein. Collin County reserves the right to accept or reject any and/or all of the exception(s)/substitution(s) deemed to be in the best interest of the County.

1.19 Minimum Standards for Responsible Prospective Bidders: A prospective Bidder must meet the following minimum requirements:

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

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

1.19.3 have a satisfactory record of performance;

1.19.4 have a satisfactory record of integrity and ethics;

1.19.5 be otherwise qualified and eligible to receive an award.

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

1.20 Vendor shall bear any/all costs associated with its preparation of an IFB.

1.21 Public Information Act: Collin County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. All information submitted by prospective bidders during the bidding process is subject to release under the Act.

1.22 The Bidder 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 Expenses for Enforcement. In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

2.11 If a contract, resulting from a Collin County RFP/CSP is for the execution of a public work, the following shall apply:

2.11.1 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).

2.11.2 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).

2.12 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.

2.13 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.

2.14 Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.

2.15 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.

2.16 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.

2.17 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.

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

2.18.1 Collin County Purchase Order Number;

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

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

- 2.19 Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.
- 2.20 All warranties shall be stated as required in the Uniform Commercial Code.
- 2.21 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.
- 2.22 The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.
- 2.23 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.
- 2.24 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.
- 2.25 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.
- 2.26 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.
- 2.27 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.
- 2.28 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.
- 2.29 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.
- 2.30 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.

2.31 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.

2.32 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.

2.33 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.

2.34 Delays and Extensions of Time when applicable:

2.34.1 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/Engineer may determine.

2.34.2 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.

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

completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.

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

**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 as required by the laws of Texas, and Employers' Liability.

Employers' Liability

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

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

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

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

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

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

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

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

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

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

3.3.1 A financial rating of A-VIII or higher 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.

<b>4.0</b>	<b>EVALUATION CRITERIA AND FACTORS</b>
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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 - Procurement Requirements Assessment**

Criteria assessed during Level 1:

- Conformance with RFP guidelines and submittal requirements.

The first part of the evaluation process is to validate the completeness of the proposal and ensure that all the RFP guidelines and submittal requirements are met. Those contractors 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:

Qualifications of Firm/Proposed Staff	25%
Project Plan and Timeline	15%
Response to Requirements	15%
Meets maintenance and Service Requirements	20%
Cost	25%

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. Offerors 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.

<b>5.0 SPECIAL CONDITIONS AND SPECIFICATIONS</b>
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5.1 Authorization: By order of the Commissioners' Court of Collin County, Texas, sealed proposals will be received to provide the County with a Cellular Antenna System for the Myers Park Show Barn.

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 a Cellular Antenna System for Myers Park Show Barn. The County desires a turnkey installation, a renewable maintenance contract covering all components and a warranty on all labor for at least one year.

5.3 Pre-Proposal: A **pre-proposal conference will be held on Thursday, June 23, 2016, 2 p.m. at the Myers Park Show Barn, 7117 CR 166, McKinney, Texas, 75071.** This is to provide an opportunity for all interested offerors to ask questions and to review the site. All prospective offerors are requested to have a representative present. It is the offeror's responsibility to review documents to gain a full understanding of the requirements of the RFP.

5.4 Term: Provide for a contract commencing on the date of the award and continuing through project completion with a one year warranty on labor and the capability for the County to enter into annual maintenance agreements for years 2, 3, 4 and 5 if determined to be in the best interest of the County.

5.5 Funding: Funds for payment have been provided through the Collin County budget approved by the Commissioners' Court for this fiscal year only. 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 may arise past the end of the current Collin County fiscal year shall be subject to budget approval.

5.6 Price Reduction: If during the life of the contract, the offeror's net prices to its customers for the same product(s) and/or services shall be reduced below the contracted price, it is understood and agreed that the County shall receive such price reduction.

5.7 Delivery Time/Location: Offeror shall place product(s) and/or complete services at the County's designated location according to the schedule proposed by offeror in Section 6.0. Location for delivery will also be noted on each purchase order issued. Work shall be completed at Myers Park, 7117 CR 166, McKinney, TX 75071.

5.8 Freight/Delivery charges: Shall be included in the submitted pricing. No additional fees for delivery/freight/fuel surcharge or other fees shall be invoiced or paid by Collin County.

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

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

5.11 Background Check: All Contractor employees and any subcontractors that will be working onsite or by VPN shall pass a criminal background check performed by the Collin County Sheriff's Office before any work may be performed. The selected offeror will be provided the required documents to submit required information for background checks.

#### 5.12 PROPOSAL SCHEDULE

RFP released	June 7, 2016
Pre-Proposal Conference	June 23, 2016, 2 p.m.
Deadline for submission of contractor questions	June 24, 2016, 2 p.m.
Proposals Due	June 30, 2016, 2 p.m.
Effective Date of Contract	Upon Award

#### 5.13 PURPOSE

5.13.1 Collin County is requesting a Host-Neutral distributed antenna system installed in the Show Barn at Myers Park. The system shall provide access to all the major carriers in the area. The system shall be fully scalable and upgradable. The County desires a turnkey installation, a renewable maintenance contract covering all components and a warranty on all labor for at least one year.

The Show Barn is a 57,000 square foot, multipurpose building with an open floor plan located at Myers Park, 7117 CR 166, McKinney, TX 75071.

## 5.14 SCOPE OF WORK

- 5.14.1 Vendor shall perform a wireless distributed antenna system site survey consisting of recording donor RF signal measurements, collecting spectrum snapshots for all relevant frequency bands, and documenting installation considerations.
- 5.14.2 Vendor shall create an engineering design including a total system equipment layout, RF link budgets, and a complete Bill of Materials necessary to provide at least 95% coverage of the facility. Bill of Materials shall include detailed cost of all equipment, installation, implementation and maintenance costs.
- 5.14.3 Vendor shall install all equipment listed in the Bill of Materials according to local code and Collin County specifications.
- 5.14.4 Vendor shall commission the system according to manufacturer specifications and verify that RF coverage requirements are met.
- 5.14.5 Vendor shall collect signal strength and signal quality measurements using appropriate wireless devices.
- 5.14.6 Vendor shall provide a comprehensive close-out package including:
  - 5.14.6.1 Complete As-Built Drawings.
  - 5.14.6.2 Final Bill of Materials.
  - 5.14.6.3 Snapshots of all Repeater and DAS settings.
  - 5.14.6.4 Signal strength readings using appropriate test devices.
- 5.14.7 Vendor shall provide all tools and equipment required to complete the work as described in this RFP.
- 5.14.8 Vendor shall troubleshoot and resolve any problems that arise as part of this project.
- 5.14.9 Any deviations from this design shall be presented in writing by the Vendor to Collin County and the County shall respond in writing.
- 5.14.10 All cabling will be installed in such a manner as to be as inconspicuous as possible.
- 5.14.11 If a roof penetration is required, Collin County Representative shall be notified in order for Collin County Facilities Department to review and approve prior to any such penetration being started. Once completed, Collin County Facilities Department will be available for approval of the final work.
- 5.14.12 Vendor will provide local technical support for hardware and software.

5.14.13 Vendor will provide any/all permits, if required.

#### 5.15 GENERAL REQUIREMENTS FOR VENDOR

5.15.1 Shall be a turnkey solution.

5.15.2 Shall include installation and renewable maintenance contract.

5.15.3 Shall include back-up power to support the system for up to one hour.

5.15.4 Shall provide local support for hardware and software.

5.15.5 Shall perform all work consistent with Industry Best Practices.

5.15.6 Vendor shall coordinate with Collin County IT, Collin County Facilities and Myers Park personnel to complete this project.

5.15.7 Once the notice to proceed is issued and a purchase order in place, the assigned technicians shall be dedicated to the project through completion.

5.15.8 Vendor will provide contact information for local service providers.

#### 5.16 TESTING REQUIREMENTS

5.16.1 Vendor shall collect signal strength and signal quality measurements using appropriate wireless devices and provide to Collin County IT Lead.

#### 5.17 MAINTENANCE/WARRANTY REQUIREMENTS

5.17.1 One year warranty on labor is required.

5.17.2 Maintenance contract renewable annually shall be available.

#### 5.18 WARRANTY/RESPONSE TIME

5.18.1 Respond to service requests by phone within four (4) business hours. If the response cannot be made the same day, the four business hours begins the actual hour request is made and will continue to the next morning. Collin County response days/time is Monday – Friday, 8 a.m. to 4 p.m.

5.18.2 Response to onsite service requests shall be made next business day. Hours are Monday – Friday, 8 a.m. to 4 p.m.

## 5.19 SUBCONTRACTORS

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

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

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

5.20 BONDS: The Contractor shall post with Owner, not later than ten (10) consecutive calendar days of Collin County Commissioners' Court award of Contract, a Payment Bond in the amount of one hundred percent (100%) of the total contract price in such form as is satisfactory to Owner, in compliance with Chapter 2253 of the Texas Government Code and all other applicable Texas Law, and on the form specified in the Contract Documents. This bond shall be executed by a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas. The Contractor shall notify its corporate surety of any Contract changes.

The Contractor shall post with Owner, not later than ten (10) consecutive calendar days of Collin County Commissioners' Court award of Contract, ONLY IF the project exceeds the cost of \$100,000, a Performance Bond in the amount of one hundred percent (100%) of the total contract price in such form as is satisfactory to Owner. This bond shall be executed by a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas. The Contractor shall notify its corporate surety of any Contract changes.

5.21 KICKOFF MEETING: The selected vendor will be required to attend a kickoff meeting where the proposed project timeline will be reviewed. The vendor will coordinate the project timeline with the appointed county team lead. The project timeline will be reviewed and approved by the county team lead.

## **6.0 PROPOSAL FORMAT**

In accordance with the directions below, offeror shall provide a response for each item in Section 5.14 – 5.19 and Sections 6.1 – 6.7 in order and include item numbers in response. Answer all questions fully, clearly, and concisely, giving complete information. Do not skip items. Do not refer to other parts of your proposal for the answers. You may not modify either the order or language of the questions. Responses shall include a statement of ‘agree’, ‘confirmed’, ‘will provide’, ‘not applicable’ or ‘exception taken’ along with any additional information. If an item is ‘not applicable’ or ‘exception taken’, offeror shall state that and refer to Section 7.0, Exceptions, with explanation.

- 6.1 **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 [ionWave.net](http://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.

Responsive proposals shall provide straightforward, concise information that satisfies the requirements of this solicitation. Responsive proposals will display conformity to the County instructions, requirements of this solicitation, and the completeness and clarity of content.

### **6.1.1 FIRM OVERVIEW**

Offeror shall define the overall structure of the Firm to include the following:

6.1.1.1 A descriptive background of company’s history.

6.1.1.2 State your principal business location and any other service locations.

6.1.1.3 State the address and normal business hours of your local service location and list the number of technical support personnel assigned in this work location. Should a service location not exist in the Collin County region, please list your nearest service location to Collin County.

6.1.1.4 What is your primary line of business?

6.1.1.5 How long have you been selling distributed antenna system(s) and/or providing services?

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

- 6.2.1 Resumes and/or profiles shall be provided for each of the project team members proposed to work on the project. Offeror shall provide qualifications, as well as experience information on Offeror’s key personnel that will be assigned to this project. This shall include any technical certifications required to complete this

project. Offeror shall state whether each team member has worked on other similar State, County, or Local governmental projects such as the one that Collin County is requesting.

6.2.2 Offeror will provide Project organization chart showing both the County and Offeror staff.

### 6.3 PROPOSED PROJECT

6.3.1 Offeror shall 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 shall include all necessary components to render it complete and operational. The project plan will identify the required skill sets for each project task.

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 Provide a schedule of each phase of the proposed project beginning with program development and ending with the date of operation. 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, 8 a.m. to 5 p.m.) Weekend and after hours work will not be permitted.

6.3.2 Documentation samples showing the work product the County may expect to receive covering:

6.3.2.1 Warranty/Maintenance.

6.3.2.2 Configuration and programming details.

6.3.2.3 As-Built Diagrams.

### 6.4 REFERENCES

6.4.1 Offeror shall provide at least three (3) references with names, addresses, telephone numbers and e-mail addresses. (See Attribute No. 5, 6 and 7)

## 6.5 PRICING/FEEES

6.5.1 Offeror shall provide spreadsheet showing itemized cost all Bill of Materials to include all material costs, implementation costs, cost for any miscellaneous items to be used in this project, and maintenance costs for annual agreements for years 2, 3, 4, and 5.

## 6.6 OTHER PROJECTS INVOLVED WITH

6.6.1 Offeror is requested to provide a list of other projects that you are currently involved with or will be involved with during the course of this project timeframe.

## 6.7 GENERAL BUSINESS REQUIREMENTS

6.7.1 Offeror shall provide a response that they have read and understand each of the requirements in Section 5.14 through 5.19 in order and include item numbers and response.

6.7.2 Offeror shall follow format outlined in Section 6.0 when submitting responses.

## 7.0 EXCEPTIONS

The exception table should be completed for any exception from the requirements identified in this RFP. Please complete the following worksheet listing any and all exceptions from the information requested in the Request for Proposal. Attach additional pages as needed. If no exceptions are listed in Section 7.0, it is understood that the offeror has agreed to all RFP requirements. The response will be considered as confirmed even if it is listed elsewhere as an exception.

[illegible]

# 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.

## **INFORMATION REGARDING** **CONFLICT OF INTEREST QUESTIONNAIRE**

During the 79<sup>th</sup> Legislative Session, House Bill 914 was signed into law effective September 1, 2005, which added Chapter 176 to the Texas Local Government Code. Recent changes have been made to Chapter 176 pursuant to HB23, which passed the 84<sup>th</sup> Legislative Session. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with Collin County, including family, business, and financial relationships such persons may have with Collin County officers or employees involved in the planning, recommending, selecting and contracting of a vendor for this procurement.

For a copy of Form CIQ and

CIS: [http://www.ethics.state.tx.us/filinginfo/conflict\\_form  
s.htm](http://www.ethics.state.tx.us/filinginfo/conflict_form_s.htm)

The vendor acknowledges by doing business or seeking to do business with Collin County that he/she has been notified of the requirements under Chapter 176 of the Texas Local Government Code and that he/she is solely responsible for complying with the terms and conditions therein. Furthermore, any individual or business entity seeking to do business with Collin County who does not comply with this practice may risk award consideration of any County contract.

For a listing of current Collin County Officers:

<http://www.collincountytexas.gov/government/Pages/officials.aspx>

The following County employees will be involved in the planning, recommending, selecting, and contracting for the attached procurement:

**Department:**

Clarence Daugherty, Director of Engineering  
Jeff Durham, Parks and Project Manager  
Judy Florence, Parks Manager

**Purchasing:**

Michalyn Rains – Purchasing Agent, CPPB, CPPO  
Sara Hoglund, CPPB – Asst. Purchasing Agent  
Carol Magers – Buyer

**Commissioners' Court:**

Keith Self – County Judge  
Susan Fletcher – Commissioner Precinct No. 1  
Cheryl Williams – Commissioner Precinct No. 2  
Chris Hill – Commissioner Precinct No. 3  
Duncan Webb – Commissioner Precinct No. 4

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

## OFFICE USE ONLY

Date Received

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

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

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

3 Name of local government officer about whom the information 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

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

<b>Part I Taxpayer Identification Number (TIN)</b> Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. <b>Note.</b> If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	<b>Social security number</b> [ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ][ ][ ] <b>or</b> <b>Employer identification number</b> [ ][ ] - [ ][ ][ ][ ][ ][ ][ ][ ][ ]
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<b>Part II Certification</b> Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	<b>Signature of U.S. person ▶</b>  <b>Date ▶</b>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.