



COLLIN COUNTY

**Fire Alarm/Fire Sprinkler Inspections, Testing,
Maintenance And Repairs**

RFP 2018-201

**J. D. Griffin, CPPB
Jack Hatchell Administration Building
2300 Bloomdale Road, Ste. 3160
McKinney, TX 75071**

**(P) 972-548-4116 (F) 972-548-4694
jgriffin@collincountytx.gov**

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, August 9, 2018**, for Request for Proposal **Fire Alarm/Fire Sprinkler Inspections, Testing, Maintenance And Repairs (RFP No. 2018-201)**. A **Pre-Proposal Conference** will be held **Thursday, July 26, 2018 at 9:00a.m.** at Collin County Central Plant, 2nd Floor Conference Room, 4600 Community Ave., McKinney, TX 75071. Proposers shall use unit 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 the RFP Documents at Office of the Purchasing Agent: Jack Hatchell Administration Building, 2300 Bloomdale Road, Suite 3160, McKinney, TX 75071, 972-548-4165, or by going to <https://collincountytx.ionwave.net>. Sealed proposals will be opened on **Thursday, August 9, 2018 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:	CLASSIFIEDS
BILL TO:	ACCOUNT NO 06100315-000
	COMMISSIONER'S COURT

NOTICE TO PUBLISHERS: Please publish in your issue on **Thursday, July 19, 2018** and **Thursday, July 26, 2018**. A copy of this notice and the publisher's affidavit must accompany the invoice when presented for payment.

NEWSPAPER:	<u>Plano Star Courier</u>
DATE:	<u>July 17, 2018</u>
FAX:	<u>972-529-1684</u>

Collin County, Texas

Bid Information

Bid Owner JD Griffin, CPPB Buyer II
Email jgriffin@co.collin.tx.us
Phone (972) 548-4116 x
Fax (972) 548-4694 x
Bid Number 2018-201
Title Fire Alarm/Fire Sprinkler
Inspections, Testing, Maintenance
And Repairs
Bid Type RFP
Issue Date 07/17/2018
Close Date 8/9/2018 02:00:00 PM (CT)

Contact Information

Address 2300 Bloomdale Rd.
Ste. 3160
McKinney, TX 75071
Contact JD Griffin, CPPB Buyer II
Department Purchasing
Building Admin. Building
Floor/Room Ste.3160
Telephone (972) 548-4116 x
Fax (972) 548-4694 x
Email jgriffin@co.collin.tx.us

Ship to Information

Address See Purchase Order
McKinney, TX 75071
Contact
Department
Building
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

Please log in to view bid documents.

Bid Activities

Date	Name	Description
7/26/2018 09:00 AM (CT)	Pre-Proposal Conference	A pre-proposal conference will be held at 9:00 A.M., Thursday, July 26, 2018, at the Collin County Central Plant, 2nd Floor Conference Room, 4600 Community Ave., McKinney, TX 75071. Pre-proposal conference shall include a walk-through of any/all buildings if requested. All prospective offerors are requested to have a representative present. It is the offerors responsibility to review the site and documents to gain a full understanding of the requirements of the RFP.
8/3/2018 05:00 PM (CT)	Intent to Submit Proposal	Do you intend to submit proposal?

Bid Messages

Bid Attachments

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

#	Filename	Description
Header	LEGAL NOTICE_2018-201.doc	Legal Notice
Header	General_Instructions_Proposals General_Instructions_Proposals.docx	General_Instructions_Proposals
Header	Terms_of_Contract_Proposals Terms_of_Contract_Proposals.docx	Terms_of_Contract_Proposals
Header	3.0 Insurance_Requirements.doc	Insurance Requirements
Header	2018-201_Specifications.docx	Specifications
Header	Attachment A-Equipment List.xlsx	Attachment A-Equipment List
Header	HB23 CIQ.docx	Information Regarding Conflict of Interest Questionnaire
Header	CIQ_113015.pdf	Conflict of Interest Questionnaire
Header	HB89 Verification.docx	HB89/Chapter 2270 Verification
Header	W9_2014.pdf	W-9
Header	Bid Document.pdf	Bid Document (Complete if Submitting Manual Proposal)

Bid Attachments Requested

The following attachments are requested with this opportunity

#	Required	Specified Attachment
1	YES	Proposal Response to Section 6.0
2	YES	Licenses/Certifications per Section 5.16
3	YES	W-9
4	NO	Conflict of Interest Questionnaire

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Exceptions	Do you take exceptions to the specifications. If so, by separate attachment, please state your exceptions. Valid Responses: [Please Select], Yes, No	_____ (Required)
2	Insurance	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. Please initial.	_____ (Required)
3	Subcontractors	State the business name of all subcontractors and the type of work they will be performing under this contract. If you are fully qualified to self-perform the entire contract, please respond with "Not Applicable-Self Perform".	_____ (Required)

- 4 Reference No. 1 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.
- 5 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.
- 6 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.
- 7 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.
- 8 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.
- 9 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. _____ (Required)
- 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.
- 10 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.

11 Anti-Collusion Statement

Bidder certifies that its Bid/Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid/Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. _____ (Required)

No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in Agreement cancellation, return of materials or discontinuation of services and the possible removal from bidders list.

Please initial.

12 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. _____ (Required)

Section 2252.908 applies only to a contract entered into on or after January 1, 2016.

Please initial.

13 Notification Survey

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

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

14 Cooperative Contracts

As permitted under Title 8, Chapter 271, Subchapter F, _____ (Required)
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?

Valid Responses: [Please Select], Yes, No

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	lump sum	Fire Sprinkler Inspections and Testing: Central Plant	\$ _____ (Required) Price
Item Notes: Central Plant 4600 Community Ave. McKinney, TX 75071				
Supplier Notes: _____ _____				
2	1	lump sum	Fire Sprinkler Inspections and Testing: Justice Center	\$ _____ (Required) Price
Item Notes: Justice Center 4300 Community Ave. McKinney, TX 75071				
Supplier Notes: _____ _____				
3	1	lump sum	Fire Sprinkler Inspections and Testing: Juvenile Detention	\$ _____ (Required) Price
Item Notes: Juvenile Detention 4700 Community Ave. McKinney, TX 75071				
Supplier Notes: _____ _____				
4	1	lump sum	Fire Sprinkler Inspections and Testing: JJAEP	\$ _____ (Required) Price
Item Notes: Juvenile Justice Alternative Education Program 4690 Community Ave. McKinney, TX 75071				
Supplier Notes: _____ _____				
5	1	lump sum	Fire Sprinkler Inspections and Testing: Minimum Security	\$ _____ (Required) Price
Item Notes: Minimum Security 4800 Community Ave McKinney, TX 75071				
Supplier Notes: _____ _____				

6 1 lump sum Fire Sprinkler Inspections and Testing: Animal Services \$ _____
(Required)
Price

Item Notes: Animal Services
4750 Community Ave.
McKinney, TX 75071

Supplier Notes: _____

7 1 lump sum Fire Sprinkler Inspections and Testing: Administration Building \$ _____
(Required)
Price

Item Notes: Administration Building
2300 Bloomdale Road
McKinney, TX 75071

Supplier Notes: _____

8 1 lump sum Fire Sprinkler Inspections and Testing: Courthouse \$ _____
(Required)
Price

Item Notes: Collin County Courthouse
2100 Bloomdale Rd
McKinney, TX 75071

Supplier Notes: _____

9 1 lump sum Fire Sprinkler Inspections and Testing: Medical Examiner \$ _____
(Required)
Price

Item Notes: Medical Examiner
700B W. Wilmeth Rd.
McKinney, TX 75069

Supplier Notes: _____

10 1 lump sum Fire Sprinkler Inspections and Testing: Health Care Annex \$ _____
(Required)
Price

Item Notes: Health Care Annex
825 N. McDonald St.
McKinney, TX 75069

Supplier Notes: _____

11 1 lump sum Fire Sprinkler Inspections and Testing: Plano 900 Building

\$ _____
(Required)
Price

Item Notes: Plano 900 Building
900 E. Park Blvd.
Plano, TX 75074

Supplier Notes: _____

12 1 lump sum Fire Sprinkler Inspections and Testing: Plano 920 Building

\$ _____
(Required)
Price

Item Notes: Plano 920 Building
920 E. Park Blvd.
Plano, TX 75074

Supplier Notes: _____

13 1 lump sum Fire Sprinkler Inspections and Testing: Frisco Sub-Courthouse

\$ _____
(Required)
Price

Item Notes: Frisco Sub-Courthouse
8585 John Wesley Drive.
Frisco, TX 75035

Supplier Notes: _____

14 1 lump sum Fire Alarm Inspections and Testing: Central Plant

\$ _____
(Required)
Price

Item Notes: Central Plant
4600 Community Ave.
McKinney, TX 75071

Supplier Notes: _____

15 1 lump sum Fire Alarm Inspections and Testing: Justice Center

\$ _____
(Required)
Price

Item Notes: Justice Center
4300 Community Ave.
McKinney, TX 75071

Supplier Notes: _____

16 1 lump sum Fire Alarm Inspections and Testing: Juvenile Detention
\$ _____
(Required)
Price

Item Notes: Juvenile Detention
4700 Community Ave.
McKinney, TX 75071

Supplier Notes: _____

17 1 lump sum Fire Alarm Inspections and Testing: JJAEP
\$ _____
(Required)
Price

Item Notes: Juvenile Justice Alternative Education Program
4690 Community Ave.
McKinney, TX 75071

Supplier Notes: _____

18 1 lump sum Fire Alarm Inspections and Testing: Minimum Security
\$ _____
(Required)
Price

Item Notes: Minimum Security
4800 Community Ave
McKinney, TX 75071

Supplier Notes: _____

19 1 lump sum Fire Alarm Inspections and Testing: Animal Services
\$ _____
(Required)
Price

Item Notes: Animal Services
4750 Community Ave.
McKinney, TX 75071

Supplier Notes: _____

20 1 lump sum Fire Alarm Inspections and Testing: Administration Building
\$ _____
(Required)
Price

Item Notes: Administration Building
2300 Bloomdale Road
McKinney, TX 75071

Supplier Notes: _____

21 1 lump sum Fire Alarm Inspections and Testing: Courthouse

\$ _____
(Required)
Price

Item Notes: Collin County Courthouse
2100 Bloomdale Rd
McKinney, TX 75071

Supplier Notes: _____

22 1 lump sum Fire Alarm Inspections and Testing: Public Works

\$ _____
(Required)
Price

Item Notes: Public Works
700A W. Wilmeth Rd.
McKinney, TX 75069

Supplier Notes: _____

23 1 lump sum Fire Alarm Inspections and Testing: Medical Examiner

\$ _____
(Required)
Price

Item Notes: Medical Examiner
700B W. Wilmeth Rd.
McKinney, TX 75069

Supplier Notes: _____

24 1 lump sum Fire Alarm Inspections and Testing: Health Care Annex

\$ _____
(Required)
Price

Item Notes: Health Care Annex
825 N. McDonald St.
McKinney, TX 75069

Supplier Notes: _____

25 1 lump sum Fire Alarm Inspections and Testing: Myers Park

\$ _____
(Required)
Price

Item Notes: Myers Park
7117 County Road 166
McKinney, TX 75071

Supplier Notes: _____

26 1 lump sum Fire Alarm Inspections and Testing: Plano 900 Building

\$ _____
(Required)
Price

Item Notes: Plano 900 Building
900 E. Park Blvd.
Plano, TX 75074

Supplier Notes: _____

27 1 lump sum Fire Alarm Inspections and Testing: Plano 920 Building

\$ _____
(Required)
Price

Item Notes: Plano 920 Building
920 E. Park Blvd.
Plano, TX 75074

Supplier Notes: _____

28 1 lump sum Fire Alarm Inspections and Testing: Frisco Sub-Courthouse

\$ _____
(Required)
Price

Item Notes: Frisco Sub-Courthouse
8585 John Wesley Drive
Frisco, TX 75035

Supplier Notes: _____

29 1 hour Fire Alarm/Sprinkler Maintenance and Repairs: State Hourly Rate for Certified & Licensed Repair Technician-During Business Hours

\$ _____
(Required)
Price

Supplier Notes: _____

30 1 hour Fire Alarm/Sprinkler Maintenance and Repairs: State Hourly Rate for Helper-During Business Hours

\$ _____
(Required)
Price

Supplier Notes: _____

31 1 hour Fire Alarm/Sprinkler Maintenance and Repairs: State Hourly Rate for Certified & Licensed Repair Technician-After Business Hours

\$ _____
(Required)
Price

Supplier Notes: _____

32 1 hour Fire Alarm/Sprinkler Maintenance and Repairs: State Hourly Rate for Helper-After Business Hours

\$ _____
(Required)
Price

Supplier Notes: _____

33 1 hour Fire Alarm/Sprinkler Maintenance and Repairs: State Hourly Rate for Certified & Licensed Repair Technician-Weekends and Holidays

\$ _____
(Required)
Price

Supplier Notes: _____

34 1 hour Fire Alarm/Sprinkler Maintenance and Repairs: State Hourly Rate for Helper-Weekends and Holidays

\$ _____
(Required)
Price

Supplier Notes: _____

35 Fire Alarm/Sprinkler Maintenance and Repairs: Percentage Mark-up on Parts

_____ %
(Required)
Percentage

Item Notes: State percentage mark-up above actual cost to contractor for any parts furnished.

Supplier Notes: _____

36 Fire Alarm/Sprinkler Maintenance and Repairs: Mileage Charge

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Will a charge for Mileage be charged:	Valid Responses: NO, YES	_____ (Required)

2 State mileage charge for service calls (if not applicable, enter \$0). \$ _____ (Required)

37 Fire Alarm/Sprinkler Maintenance and Repairs: Minimum Charge for Service Calls

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Will a Minimum Charge be Charged for Service Calls?	Valid Responses: No, Yes	_____ (Required)
2	Minimum Service Call Charge	State minimum charge per service call (if not applicable, enter \$0).	\$ _____ (Required)

38 Fire Alarm/Sprinkler Maintenance and Repairs: Billing Start and End Times

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Billing Start Time	State at what point, time will start for billing purposes (e.g., leave office, arrive at job site, etc...)	_____ (Required)
2	Billing End Time	State at what point, time will end for billing purposes (e.g., job completion, arrive at office, etc...)	_____ (Required)

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 (91st) day following public opening of submittals and only prior to award.

1.6 It is understood that Collin County, Texas reserves the right to accept or reject any and/or all 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 it's 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.

1.25 Offeror shall comply with all local, state and federal employment and discrimination laws and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or any other class protected by law.

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 56th 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 56th 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/Enginner 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.

2.37 Vendors/Contractors/Providers must be in compliance with the provisions of Section 2270.001 of the Texas Government Code which states a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and, (2) will not boycott Israel during the term of the contract. By submitting a response to a Collin County solicitation, the vendor will be required to sign the Chapter 2270 Verification form prior to a recommendation of the contract. This Act is effective September 1, 2017.

2.38 Vendors/Contractors/Providers must be in compliance with the provisions of Section 2252.152 and Section 2252.153 of the Texas Government Code which states, in part, contracts with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations are prohibited. A governmental entity may not enter into a contract with a company that is listed on the Comptroller of the State of Texas website identified under Section 806.051, Section 807.051 or Section 2253.253 which do business with Iran, Sudan or any Foreign Terrorist Organization. This Act is effective September 1, 2017.

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

3.1.4 **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 provided for General Liability, Commercial Automobile Liability and Workers' Compensation.

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

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

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

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

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

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

3.4 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

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

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

4.0 EVALUATION CRITERIA AND FACTORS

4.1 The award of the contract shall be made to the responsible contractor, 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.

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. Contractors may, at the discretion of the County, be contacted to submit clarifications or additional information within two business days. Incomplete or noncompliant RFPs may be disqualified.

Level 1 - Conformance with Mandatory Technical Requirements

Criteria assessed during Level 1:

Conformance with RFP requirement, offeror shall provide the following documentation. Offerors who do not meet these requirements shall not be elevated to Level 2.

1. State of Texas Alarm Certificate of Registration (for firms).
2. State of Texas License for Fire Alarm Technicians.
3. Edwards EST Certification.

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:

CRITERIA	VALUE
Firm and Team Qualifications:	
Qualifications/Licenses/Certifications (Sections 6.2, 6.3, 6.4)	30
Response time (Section 6.6)	25
References and experience with similar size accounts (Sections 6.5 and 6.7)	15
Cost Structure:	
Cost for services (Section 6.8)	30
Total Value	100

5.0 SPECIAL CONDITIONS AND SPECIFICATIONS

5.1 Authorization: By order of the Commissioners' Court of Collin County, Texas sealed proposals will be received for RFP 2018-201, Fire Alarm/Fire Sprinkler Inspections, Testing, Maintenance and Repairs.

5.2 Intent of Request for Proposal: The purpose of this Request for Proposal is to provide offerors with sufficient information to prepare a proposal for Fire Alarm/Fire Sprinkler Inspections, Testing, Maintenance and Repairs.

5.3 Term: Provide for a term contract commencing on October 1, 2018 and continuing through and including September 30, 2019 with option for three (3) one (1) year renewals.

5.4 Pre-Proposal Conference: A pre-proposal conference will be held at 9:00 A.M., Thursday, July 26, 2018, at the Collin County Central Plant, 2nd Floor Conference Room, 4600 Community Ave., McKinney, TX 75071. Pre-proposal conference shall include a walk-through of any/all buildings if requested. All prospective offerors are requested to have a representative present. It is the offerors responsibility to review the site and documents to gain a full understanding of the requirements of the RFP. It is understood and agreed that the successful offeror shall have made careful examination and satisfied himself, as to the nature and location of the work, the character and quality of materials to be encountered, the character of the equipment and facilities needed preliminary to and during prosecution of the work, the general and local conditions and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent, or employee of Collin County, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

5.5 Point of Contact: Information regarding the purchasing process and the contents of this RFP may be obtained from the Collin County Department or email jgriffin@co.collin.tx.us, J. D. Griffin, CPPB, Buyer II.

5.6 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.

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

5.8 Price Re-determination: A price re-determination may be considered by Collin County only at the anniversary dates of the contract. The anniversary date for this contract will be October 1st of each year. All requests for price re-determination shall be in written form and shall include documents supporting price re-determination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc.. Collin County reserves the right to accept or reject any/all of the price re-determination as it deems to be in the best interest of the County.

5.9 Delivery/Setup/Installation Location: Locations for delivery and installation will be stated on each Collin County purchase order. Refer to Attachment A for building locations and equipment list.

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

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

5.12 Approximate Usage: The approximate expenditure by Collin County for Fire Alarm/Sprinkler Inspections/Testing/Maintenance/Repair was \$86,000 during Fiscal Year 2017 and \$67,000 during Fiscal Year 2018 (year to date). Estimated expenditure does not constitute an order, but only implies the probable quantity the County will use. Commodities or services will be ordered on an as-needed basis.

5.16 Once awarded the contract, a mandatory background check performed by Collin County will be required for all persons who will work onsite or by VPN. Successful offeror's technicians, installers, helpers and programmers shall have the ability to pass a criminal background check.

5.14 Subcontractors: Offeror shall state names of all subcontractors and the type of work they will be performing. If an offeror 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 offeror whose proposal is accepted shall (a) substitute any subcontractor, or (b) permit a subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original proposal without approval in writing from the Collin County Purchasing Department.

The successful offeror 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 offeror's sub-contractors, their agents or employees. The indemnification provisions of this contract shall apply to all sub-contractors.

5.15 Confidential or Proprietary Information: Collin County is subject to the Texas "Public Information Act", Texas Government Code Chapter 552. Contractors shall identify those portions of their proposals that they deem to be confidential, proprietary information or trade secrets. Contractors shall clearly indicate each and every section to which this applies. It is not sufficient to preface the entire proposal with a proprietary statement. State of Texas Attorney General retains the final authority as to the extent of material that is considered proprietary or confidential.

5.16 Qualifications:

5.16.1 Successful offeror shall have been licensed by the State of Texas in the fire sprinkler and electronic fire alarm industry for a minimum of five (5) years; lead technicians for a minimum of five (5) years.

5.16.2 The County currently has approximately fifteen (15) facilities that require services under this contract. Successful offeror shall maintain an adequate number of licensed/certified employees to complete services required in a timely manner.

5.16.3 Successful offeror shall provide with proposal, a copy of the following documents issued by the State of Texas Fire Marshals' Office to perform fire alarm and fire sprinkler system services. Offerors who do not provide these documents shall be considered non-responsive.

5.16.3.1 Alarm Certificate of Registration (for firms).

5.16.3.2 Fire Alarm Technician license for each lead technician that will be assigned to this contract.

5.16.3.3 Sprinkler Certificate of Registration (for firms).

5.16.3.4 Responsible Managing Employee-General License for each lead technician that will be assigned to this contract.

5.16.3.5 Responsible Managing Employee-General Inspector for each technician responsible for inspection of fire sprinkler systems that would be assigned to this contract.

5.16.3.6 Backflow Prevention Tester License for each technician responsible for inspection of sprinkler system backflows that will be assigned to this contract.

5.16.4 Collin County fire alarm systems are standardized as Edwards EST per Court Order 2010-993-12-06. Successful Offeror shall be able to provide and install Edwards EST repair parts; repair EST fire alarm systems; and provide and program EST software. All fire alarm technicians and installers shall be Edwards EST factory certified. Helpers shall work under direction of a certified technician. Successful offeror shall provide with proposal, a copy of the following documents. Offerors who do not provide these documents shall be considered non-responsive.

5.16.4.1 EST Certification for all fire alarm technicians/installers that will be assigned to this contract.

5.16.4.2 EST FireWorks Certification for configuration and programming of FireWorks software for all programmers that will be assigned to this contract.

5.17 Code Requirements: The rules and regulations, ordinances and laws governing the installation of the work and/or equipment shall be in accordance with all regulations and codes of the Federal, State, County and Municipal departments having jurisdiction, the National Board of Fire Underwriters, Texas Engineering and Fire Prevention Bureau and the local utility companies which are in force at the time of the execution of work. Inspections and tests shall conform to the current version of NFPA 72, NFPA 75 and NFPA 25 and/or local authority having jurisdiction.

5.18 Inspection/Testing Specifications:

5.18.1 Electronic Fire Alarm and Fire Sprinkler systems shall be inspected/tested completely one (1) time annually, including pre-action systems.

5.18.2 Inspections/testing shall include ALL devices including smoke detectors, duct detectors, heat detectors, tamper switches, pull stations, flow switches, horns, bells, strobes, fire phones, fire doors, batteries, fire and smoke dampers, fire backflows, door closers, fire pumps and all other related devices. Refer to Attachment A for building locations and equipment list.

5.18.3 Contractor shall provide one (1) re-inspection/testing after any required repairs are completed for devices that originally fail inspection.

5.18.4 Inspections/testing shall be completed and given a green/blue tag before contractor leaves Collin County premises. Under no circumstance, should items be left with a red tag at any time.

5.18.5 Inspections/testing shall be completed by the date stated on each purchase order without exception.

5.18.6 Contractor shall test and certify all standpipe systems in accordance with the regulations of the local authority having jurisdiction.

5.18.7 Contractor shall supply an Inspection Report describing each device in the system in a line item fashion that includes type, location and status of each device. Reports shall be typed or printed on a printer (handwritten reports shall not be accepted). Original reports shall be given to the designated Collin County personnel.

5.18.8 Inspections/testing for the following locations shall be performed between the hours of **6:00 PM and 7:00 AM**: Administration Building, 2300 Bloomdale Rd., McKinney, TX 75071; Courthouse, 2100 Bloomdale Rd., McKinney, TX 75071; Health Care Annex, 825 N. McDonald St., McKinney, TX 75069.

All other locations shall be inspected during Collin County business hours of 8:00 AM to 5:00 PM, Monday through Friday.

5.18.9 Successful offeror shall state in their proposal, a per building price for Fire Alarm Inspection/testing and Fire Sprinkler Inspection/testing.

5.18.10 Proposed price per building for inspections/testing shall include all labor, equipment, materials, travel/mileage required to complete services as specified.

5.19 Maintenance and Repairs Specifications:

5.19.1 Successful offeror shall state in their proposal, hourly labor rates and percentage mark-up above actual cost for any parts furnished.

5.19.2 All maintenance and repairs will be ordered as needed and shall be billed on a time and materials basis.

5.19.3 Purchase orders shall be issued for each maintenance/repair service request. When services for maintenance/repair are required, contractor shall provide a written quote for a not to exceed amount. If additional work is required to complete the job, contractor shall provide a written quote for the additional amount. Authorization to continue with the additional work will be in the form of a revised purchase order in the amount of the quote provided.

5.19.4 Collin County business hours are 8:00 AM to 5:00 PM, Monday through Friday. Only services performed before or after Collin County's normal business hours may be considered "after hours".

5.19.5 Upon arrival for service calls, contractor shall report in person to the Central Plant Control Room at 4600 Community Ave., McKinney, TX.

5.19.6 Contractor shall arrive at Collin County job site within two (2) business days after receipt of order for maintenance/repair service calls not regarding life/safety situations.

5.19.7 Service calls for issues regarding life/safety situations shall be considered "Emergency Service". Priority response shall be required for Emergency Service calls twenty-four (24) hours a day, seven (7) days a week. Vendor shall arrive at county location within two (2) hours after receipt of order for Emergency Service.

5.19.8 Contractor shall arrive at Collin County job site within the specified response time.

If contractor fails to arrive at job site within the specified response time and services to complete the maintenance/repair are required beyond Collin County's normal business hours, payment at "after hours" rate may be denied.

5.19.9 Week-end and holiday labor rate may only be billed for services performed on Saturday, Sunday or Collin County designated holidays.

6.0 PROPOSAL FORMAT

In accordance with the directions below, contractor shall provide a response for each item in Sections 5.16-5.19 and 6.2-6.8 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 question. 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", contractor shall state that and refer to Section 7.0 Exceptions, with explanation.

Contractor shall adhere to the instructions in this request for proposals on preparing and submitting the proposal. If contractor does not follow instructions regarding proposal format, points will be deducted during the evaluation process.

6.1 PROPOSAL DOCUMENTS: To achieve a uniform review process and to obtain a maximum degree of comparability, the proposal shall, at a minimum include a Table of Contents detailing sections and corresponding page numbers.

6.1.1 Proposals may be submitted online via <http://collincountytx.ionwave.net> or submitted via CD-ROM or Flash Drive. Electronic submissions are preferred.

6.1.2 If submitting manually, proposal shall be submitted in a sealed envelope or box with RFP name, number, and name of firm printed on the outside of the envelope or box. Manual submittals shall be sent/delivered to the following address and shall be received prior to the date/time for opening:

Collin County Purchasing
2300 Bloomdale, Suite 3160
McKinney, TX 75071

Paper copies shall be printed on letter size (8 ½ x 11) paper and assembled using spiral type bindings, staples, or binder clips. Do not use metal-ring hard cover binders. Manual submittals shall include an electronic copy in a searchable format.

It shall be the responsibility of the contractor to insure that their proposal reaches Collin County Purchasing prior to the date/time for the opening no matter which submission method is used.

6.2 FIRM OVERVIEW

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

6.2.1 A descriptive background of your company's history.

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

6.2.3 What is your primary line of business?

- 6.2.4 How long have you been selling product(s) and/or providing service(s)?
- 6.2.5 State how many and the locations where your product/services are in use.
- 6.2.9 State the names of any subcontractors that will be utilized to perform services under this contract and the type of work they will be performing.

6.3 PROPOSED PROJECT TEAM, STAFF QUALIFICATIONS, EXPERIENCE

- 6.3.1 Provide qualifications as well as experience information on Offeror's key personnel that will be assigned to this contract.
- 6.3.2 Provide Fire Alarm and Fire Sprinkler licenses per Section 5.16.3
- 6.3.3 Provide EST certifications per Section 5.16.4.
- 6.3.4 State the number of years' experience offeror has with Edwards EST fire alarm systems and software.

6.4 SUFFICIENT STAFF LEVEL

- 6.4.1 Per Section 5.16.2 Successful offeror shall maintain an adequate number of licensed/certified employees to complete services required in a timely manner. Offeror shall provide a response regarding situations where maintenance, repairs or programming are required at multiple County facilities at the same time. Please describe how you would undertake these situations.

6.5 SIMILAR PROJECTS

- 6.5.1 Provide information on current and past clients (minimum of 5) regarding type of equipment serviced and number of locations.

6.6 RESPONSE TIMES

- 6.6.1 Offeror shall respond as to whether they can meet the response times as stated in Sections 5.19.6 and 5.19.7. Please describe how you will meet response times.

6.7 REFERENCES

- 6.7.1 Offeror shall include at least three (3) references, other than Collin County, where these same services have been provided. Include business name, a contact person, address, telephone number, e-mail address and description of services and equipment serviced.

6.8 PRICING

- 6.8.1 Provide pricing for Line Items One (1) through Thirty-Eight (38) in the space provided. Pricing will be evaluated by totaling the cost for inspections and testing plus the hourly rate for a Certified and License Repair Person during normal business hours multiplied by 214 hours plus the price of a Certified and License Repair Person during after-hours multiplied by 22 hours.

7.0 EXCEPTIONS

Instructions for completing section:

The exception table shall be completed for any exception from 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 contractor has agreed to all RFP requirements, the response will be considered as confirmed even if it is listed elsewhere as an exception.

Section Number/ Question Number	Required Service Contractor is Unable to Perform	Steps Taken to Meet Requirement

**Attachment A
Fire Alarm and Sprinkler Equipment List**

Building	FIRE ALARM PANEL MANUFACTURER	SMOKE DETECTOR	HEAT DETECTOR	DUCT DETECTOR	PULL STATION	HORN STROBE COMBINATION	TAMPER SWITCH	FLOW SWITCH	FIRE PHONE	FIRE DAMPER	SMOKE DAMPER	BELL	HORN	DOOR CLOSER	AUDIO VISUAL	BATTERY	FIRE PUMP	SPRINKLER-WET	SPRINKLER-DRY	SPECIAL SPRINKLER SYSTEM
Central Plant 4600 Community Ave. McKinney, TX 75071 (1 Panel)	EST 3	1816	13	261	181	10	91	87	0	20	20	30	10	25	0	55	0	1	0	N/A
Justice Center 4300 Community Ave. McKinney, TX 75071 (5 Panels)	EST 3	*	*	*	*	*	*	*	0	*	*	0	0	25	0	0	0	2	0	(12) PRE-ACTION
Juvenile Detention 4700 Community Ave. McKinney, TX 75071	EST 3	131	4	7	26	2	6	2	0	3	3	2	2	4	0	8	0	2	0	(1) ANTI-FREEZE
JJAEP 4690 Community Ave. McKinney, TX 75071	EST 3	63	0	10	10	1	2	2	0	2	2	1	1	2	N/A	8	0	2	0	N/A
Minimum Security 4800 Community Ave. McKinney, TX 75071	EST 3	74	20	15	13	2	5	5	0	4	4	1	1	4	0	8	0	3	1	N/A
Animal Shelter 4750 Community Ave. McKinney, TX 75071	EST 3	24	1	1	9	1	2	1	0	1	1	1	1	1	0	4	0	1	0	N/A
Administration Building 2300 Bloomdale Rd. McKinney, TX 75071	EST 3	62	6	99	1	1	8	6	5	16	8	3	3	4	0	14	1	1	0	N/A

**Attachment A
Fire Alarm and Sprinkler Equipment List**

Building	FIRE ALARM PANEL MANUFACTURER	SMOKE DETECTOR	HEAT DETECTOR	DUCT DETECTOR	PULL STATION	HORN STROBE COMBINATION	TAMPER SWITCH	FLOW SWITCH	FIRE PHONE	FIRE DAMPER	SMOKE DAMPER	BELL	HORN	DOOR CLOSER	AUDIO VISUAL	BATTERY	FIRE PUMP	SPRINKLER-WET	SPRINKLER-DRY	SPECIAL SPRINKLER SYSTEM
Courthouse 2100 Bloomdale Rd. McKinney, TX 75071	EST 3	200	21	21	18	5	32	25	0	10	10	4	4	8	0	40	1	1	4	(1) PRE-ACTION
Public Works 700 A Wilmeth Rd McKinney, TX 75069	EST 3	8	2	0	10	1	0	0	0	1	1	1	1	1	0	2	0	0	0	N/A
Medical Examiner Office 700 B Wilmeth Rd. McKinney, TX 75069	EST 3	4	0	3	5	1	1	1	0	1	1	1	1	1	0	5	0	1	0	N/A
Health Care Annex 825 N. McDonald St. McKinney, TX 75069	EST 3	58	0	24	13	1	2	2	0	1	1	1	1	1	0	8	0	2	0	N/A
Myers Park 7117 CR 166 McKinney, TX 75071	EST 3	15	1	0	5	0	0	0	0	0	0	0	0	0	0	2	0			N/A
Plano 900 Bldg. 900 E. Park Blvd. Plano, TX 75074	EST 3	81	1	0	29	1	2	1	0	20	12	3	3	4	0	14	0	1	0	N/A
Plano 920 Bldg. 920 E. Park Blvd. Plano, TX 75074	EST 3	44	1	0	9	1	1	1	0	12	6	2	2	2	0	3	0	1	0	N/A
Frisco Sub-Courthouse 8585 John Wesley Dr. Frisco, TX 75035	EST 3	2	0	3	4	0	1	1	0	0	0	4	4	1	0	5	0	1	0	N/A

***Combined Justice Center and Central Plant**

INFORMATION REGARDING CONFLICT OF INTEREST QUESTIONNAIRE

During the 79th Legislative Session, House Bill 914 was signed into law effective September 1, 2015, which added Chapter 176 to the Texas Local Government Code. Recent changes have been made to Chapter 176 pursuant to HB23, which passed the 84th Legislative Session. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with Collin County, including family, business, and financial relationships such persons may have with Collin County officers or employees involved in the planning, recommending, selecting and contracting of a vendor for this procurement.

For a copy of Form CIQ and CIS:

http://www.ethics.state.tx.us/filinginfo/conflict_forms.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/Evaluation Team:

Dan James – Facilities Director
Laszlo Vadasz – Facilities Superintendent
Lloyd Rollins – Facilities Tech Coordinator
David Dooley – Building Projects Coordinator

Purchasing:

Michalyn Rains, CPPO, CPPB – Purchasing Agent
Michelle Charnoski, CPPB – Asst. Purchasing Agent
J. D. Griffin, CPPB – Buyer II

Commissioners' Court:

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

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 is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

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

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

CHAPTER 2270 VERIFICATION

I, _____, the undersigned representative of
(PRINT NAME)

(COMPANY)

do hereby verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

- 1. Does not boycott Israel currently; and
- 2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

- 1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
- 2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

TITLE

