

RFP 2016-099 AUDIO UPGRADE FOR COUNTY COURTROOMS

LEGAL NOTICE

By order of the Commissioners' Court of Collin County, Texas, sealed proposals will be received by the Purchasing Agent, 2300 Bloomdale, Suite 3160, McKinney, TX 75071, until 2:00 P.M., Thursday, February 4, 2016, for Request for Proposal Audio Upgrade for County Courtrooms (RFP No. 2016-099). A Mandatory pre-proposal conference will be conducted by Collin County on Friday, January 22, 2016 at 9:00 a.m. at the Ceremonial Courtroom, 2100 Bloomdale (1st Floor), McKinney, TX 75071. The group will then visit each type of courtroom (see section 5.8 for locations). Proposers shall use lump sum pricing. Funds for payment have been provided through the Collin County budget approved by the Commissioner's Court for this fiscal year only. Proposers may obtain detailed specifications and other documents at Office of the Purchasing Agent: Collin County Administration Building, 2300 Bloomdale, Suite 3160, McKinney, TX 75071, 972-548-4165, or by going to: www.bidsync.com. Sealed proposals will be opened on Thursday, February 4, 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: CLASSIFIEDS

BILL TO: ACCOUNT NO 06100315-000 COMMISSIONER'S COURT

NOTICE TO PUBLISHERS: Please publish in your issue on Thursday, January 14, 2016, and Thursday, January 21, 2016. A copy of this notice and the publisher's affidavit must accompany the invoice when presented for payment.

NEWSPAPER: Plano Star Courier
DATE: January 12, 2016
FAX: 972-529-1684

Collin County, Texas

Contact Information Ship to Information **Bid Information** Bid Owner Courtney Wilkerson Senior Buyer Address 2300 Bloomdale Rd. Address Email cwilkerson@co.collin.tx.us Ste. 3160 Phone (972) 548-4113 McKinney, TX 75071 Fax (972) 548-4694 Contact Courtney Wilkerson Senior Buyer Contact Department Purchasing Department Bid Number 2016-099 Building Admin. Building Building Title Audio Upgrade for County Floor/Room Ste.3160 Floor/Room Courtrooms Telephone (972) 548-4113 Telephone Bid Type (972) 548-4694 Fax Fax 01/12/2016 cwilkerson@co.collin.tx.us Email Issue Date Email Close Date 2/4/2016 2:00:00 PM Central Supplier Information Supplier Notes Company Name **Contact Name** Address Telephone Fax **Email** Date / / Signature **Bid Notes Bid Activities** Date Name Description 1/22/2016 9:00:00 AM Mandatory Pre-Proposal Meeting 1/29/2016 5:00:00 PM Do you intend to submit a proposal? **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-AUDIO Legal Notice UPGRADE.doc Header General General Instructions_Proposals Instructions_Proposals.docx Header Terms of Contract_Proposals Terms_of_Contract_Proposals.docx

Header	Insurance updated 1-26-2015.doc	Minimum Insurance Requirements
Header	Audio Upgrade for County Courtrooms-revised.docx	Specifications
Header	Attachment A, Pricing Sheet.xlsx	Attachment A, Pricing Sheet
Header	Exhibit A,Typical Large Courtroom Audio Schematic.tif	Exhibit A, Typical Large Courtroom Audio Schematic
Header	Exhibit B, Typical Small Courtroom Audio Schematics.tif	Exhibit B, Typical Small Courtroom Audio Schematic
Header	Payment Bond.pdf	Payment Bond
Header	Performance Bond.pdf	Performance Bond
Header	CIQ_113015.pdf	Conflict of Interest Questionnaire
Header	W9 2014.pdf	W-9

Bid Attributes

Please review the following and respond where necessary

Name Note Response Delivery Delivery will be F.O.B. inside delivery at Collin County (Required) designated locations and all transportation charges are to be paid by the supplier to destination. Please state delivery in calendar days from date of order. Exceptions Do you take exceptions to the specifications. If so, by (Required) separate attachment, please state your exceptions. Valid Responses: [Please Select], Yes, No 3 Insurance I understand that the insurance requirements of this (Required) 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. State the business name of all subcontractors and the Subcontractors (Required) 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". List a company or governmental agency where these Reference No. 1 (Required) same/like products /services, as stated herein, have been provided. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. Reference No. 2 List a company or governmental agency where these (Required) same/like products /services, as stated herein, have been provided.

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 the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America.	(Requi	red)
		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 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.	(Requi	red)
		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 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.	(Requi	red)
		Section 2252.908 applies only to a contract entered into on or after January 1, 2016.		
		Please initial.		
14	Bidder Survey	In order to better serve our bidders, the Collin County Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Should you have any questions or require more information please call (972) 548-4165.	(Requi	red)
		How did you receive notice of this request? Valid Responses: [Please Select], Plano Star Courier, Plan Room, Collin County eBid Notification, Collin County Website		

Proposer acknowledges, understands the specifications, any and all addenda, and agrees to the proposal terms and conditions and can provide the minimum requirements stated herein. Offeror acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Proposal submittal resulting from Proposer's failure to do so. Proposer acknowledges the prices submitted in this Proposal have been carefully reviewed and are submitted as correct and final. If Proposal is accepted, vendor further certifies and agrees to furnish any and all products/services upon which prices are extended at the price submitted, and upon conditions in the specifications of the Request for Proposal.

Please initial.

Lir	e Item	S		
#	Qty	UOM	Description	Response
1	1	lump sum	State Total Price per Attachment A, Pricing Sheet.	\$
	Supplie	er Notes:		
2	1	each	State Cost for Maintenance/Warranty for 1 year.	\$
	Supplie	er Notes:		
3	1	each	State Cost for Maintenance/Warranty for 3 years.	\$
	Supplie	er Notes:		

1.0 **GENERAL INSTRUCTIONS**

- 1.0.1 Definitions
 - 1.0.1.1 Offeror: refers to submitter.
 - 1.0.1.2 Vendor/Contractor/Provider: refers to a Successful Vendor/Contractor/Service Provider.
 - 1.0.1.3 Submittal: refers to those documents required to be submitted to Collin County, by an Offeror.
 - 1.0.1.4 RFP: refers to Request for Proposal.
 - 1.0.1.5 CSP: refers to Competitive Sealed Proposal
- 1.1 If Offeror does not wish to submit an offer at this time, please submit a No Bid.
- 1.2 Awards shall be made not more than ninety (90) days after the time set for opening of submittals.
- 1.3 Collin County is always conscious and extremely appreciative of your time and effort in preparing your submittal.
- 1.4 Collin County exclusively uses ionWave Technologies, Inc. (Collin County eBid) for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.
- 1.5 A submittal may not be withdrawn or canceled by the offeror prior to the ninety-first (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.

2.0 TERMS OF CONTRACT

- 2.1 A proposal, when properly accepted by Collin County, shall constitute a contract equally binding between the Vendor/Contractor/Provider and Collin County. No different or additional terms will become part of this contract with the exception of an Amendment.
- 2.2 No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Amendments to the contract will be made in writing by Collin County Purchasing Agent.
- 2.3 No public official shall have interest in the contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.
- 2.4 The Vendor/Contractor/Provider shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County Employees.
- 2.5 Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.
- 2.6 Proposals must comply with all federal, state, county and local laws concerning the type(s) of product(s)/service(s)/equipment/project(s) contracted for, and the fulfillment of all ADA (Americans with Disabilities Act) requirements.
- 2.7 All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture. Obsolete products, including products or any parts not compatible with existing hardware/software configurations will not be accepted.
- 2.8 Vendor/Contractor/Provider shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all sub-contractors to insure that Collin County maintains a drug-free work place.
- 2.9 Vendor/Contractor/Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Vendor/Contractor/Provider's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Vendor/Contractor/Provider, or of any agent, employee, subcontractor or supplier of Vendor/Contractor/Provider in the execution of, or performance under, any contract which may result from an award. Vendor/Contractor/Provider shall pay in full any judgment with costs, including attorneys' fees and expenses which are rendered against Collin County and/or participating entities arising out of such breach, act, error, omission and/or fault.
- 2.10 If a contract, resulting from a Collin County RFP/CSP is for the execution of a public work, the following shall apply:
 - 2.10.1 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of \$25,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with

- Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).
- 2.10.2 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Performance Bond if the contract is in excess of \$100,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).
- 2.11 Purchase Order(s) shall be generated by Collin County to the vendor. Collin County will not be responsible for any orders placed/delivered without a valid purchase order number.
- 2.12 The contract shall remain in effect until any of the following occurs: delivery of product(s) and/or completion and acceptance by Collin County of product(s) and/or service(s), contract expires or is terminated by either party with thirty (30) days written notice prior to cancellation and notice must state therein the reasons for such cancellation. Collin County reserves the right to terminate the contract immediately in the event the Vendor/Contractor/Provider fails to meet delivery or completion schedules, or otherwise perform in accordance with the specifications. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Vendor/Contractor/Provider.
- 2.13 Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.
- 2.14 All delivery and freight charges (FOB Inside delivery at Collin County designated locations) are to be included as part of the proposal price. All components required to render the item complete, installed and operational shall be included in the total proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.
- 2.15 Vendor/Contractor/Provider shall notify the Purchasing Department immediately if delivery/completion schedule cannot be met. If delay is foreseen, the Vendor/Contractor/Provider shall give written notice to the Purchasing Agent. The County has the right to extend delivery/completion time if reason appears valid.
- 2.16 The title and risk of loss of the product(s) shall not pass to Collin County until Collin County actually receives and takes possession of the product(s) at the point or points of delivery. Collin County shall generate a purchase order(s) to the Vendor/Contractor/Provider and the purchase order number must appear on all itemized invoices.
- 2.17 Invoices shall be mailed directly to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. All invoices shall show:
 - 2.17.1 Collin County Purchase Order Number;
 - 2.17.2 Vendor's/Contractor's/Provider's Name, Address and Tax Identification Number;
 - 2.17.3 Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.
- 2.18 Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.

- 2.19 All warranties shall be stated as required in the Uniform Commercial Code.
- 2.20 The Vendor/Contractor/Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.21 The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.
- 2.22 The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Collin County, Texas.
- 2.23 The Vendor/Contractor/Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.
- 2.24 The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.
- 2.25 Vendor/Contractor/Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Vendor/Contractor/Provider for purposes of solicitation. As exception, Vendor/Contractor/Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.
- 2.26 The Vendor/Contractor/Provider understands, acknowledges and agrees that if the Vendor/Contractor/Provider subcontracts with a third party for services and/or material, the primary Vendor/Contractor/Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Vendor/Contractor/Provider and the third party, including any payment dispute, will be promptly remedied by the primary vendor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Vendor/Contractor/Provider by Collin County for any payments owed to the third party.
- 2.27 Vendor/Contractor/Provider shall provide Collin County with diagnostic access tools at no additional cost to Collin County, for all Electrical and Mechanical systems, components, etc., procured through this contract.
- 2.28 Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by the Collin County's Sheriff's Office prior to access being granted to Collin County. Upon request, Vendor/Contractor/Provider shall provide list of individuals to Collin County Purchasing Department within five (5) working days.
- 2.29 Non-Disclosure Agreement: Where applicable, vendor shall be required to sign a non-disclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by vendor, except as provided in the contract/agreement, may cause serious harm or damage to Collin County. Therefore, Vendor agrees that Vendor will not use the information furnished for any purpose other than that stated in contract/agreement, and agrees that Vendor will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible transaction. This agreement shall be binding upon Collin County and Vendor, and upon the directors, officers, employees and agents of each.

- 2.30 Vendors/Contractors/Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must be legally eligible to work in the United States of America.
- 2.31 Certification of Eligibility: This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or proposal in response to this solicitation, the Offeror certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of proposal submission and time of award, the Offeror will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.
- 2.32 Notice to Vendors/Contractors/Providers delivering goods or performing services within the Collin County Detention Facility: The Collin County Detention Facility houses persons who have been charged with and/or convicted of serious criminal offenses. When entering the Detention Facility, you could: (1) hear obscene or graphic language; (2) view partially clothed male inmates; (3) be subjected to verbal abuse or taunting; (4) risk physical altercations or physical contact, which could be minimal or possibly serious; (5) be exposed to communicable or infectious diseases; (6) be temporarily detained or prevented from immediately leaving the Detention Facility in the case of an emergency or "lockdown"; and (7) subjected to a search of your person or property. While the Collin County Sheriff's Office takes every reasonable precaution to protect the safety of visitors to the Detention Facility, because of the inherently dangerous nature of a Detention Facility and the type of the persons incarcerated therein, please be advised of the possibility of such situations exist and you should carefully consider such risks when entering the Detention Facility. By entering the Collin County Detention Facility, you acknowledge that you are aware of such potential risks and willingly and knowingly choose to enter the Collin County Detention Facility.

2.33 Delays and Extensions of Time when applicable:

- 2.33.1 If the Vendor/Contractor/Provider is delayed at any time in the commence or progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Vendor/Contractor/Provider's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Owner or Architect/Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner/Architect/Enginner may determine.
- 2.33.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction.

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

3.0 INSURANCE REQUIREMENTS

- 3.1 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.
 - 3.1.1 **Commercial General Liability** insurance including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability.

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

3.1.2 **Workers Compensation** insurance at statutory limits, as required by the laws of Texas, and Employers' Liability.

Employers' Liability

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

- 3.1.3 **Commercial Automobile Liability** insurance including owned, non-owned, and hired vehicles used in connection with the contract.
 - Combined Single Limit Each Accident: \$1,000,000
- 3.1.4 **Professional/Errors & Omissions Liability** insurance with a two (2) year extended period of coverage, (i.e. tail coverage). If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

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

- 3.1.5 **Umbrella/Excess Liability** insurance.
 - Each Occurrence/Aggregate: \$1,000,000
- 3.2 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:
 - 3.2.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be contained on all policies.
 - 3.2.2 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.
 - 3.2.3 All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.
 - 3.2.4 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.

- 3.2.5 All copies of Certificates of Insurance shall reference the project/contract number.
- 3.3 All insurance shall be purchased from an insurance company that meets the following requirements:
 - 3.3.1 A financial rating of B+VI or better as assigned by the BEST Rating Company or equivalent.
- 3.4 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:
 - 3.4.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
 - 3.4.2 Sets forth the notice of cancellation or termination to Collin County.

4.0 EVALUATION CRITERIA AND FACTORS

4.1 The award of the contract shall be made to the responsible offeror whose proposal is determined to be the lowest and 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.

Level 1 - Conformance with Mandatory Technical Requirements

Criteria assessed during Level 1:

• The audio processing/switching/control equipment shall be BiAmp Tesira with no substitutions allowed.

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

Criteria assessed during Level 2:

- 20% QUALIFICATIONS OF FIRM (Refer to Section 6.1.1)
 REFERENCES/COMPARABLE EXPERIENCE (Refer to Section 6.8.1)
- 20% COST
- 10% MAINTENANCE/WARRANTY/RESPONSE TIME (Refer to Section 6.9.1)
- 20% WORK PLAN/TIMELINE (Refer to Section 6.5.1)
- 30% RESPONSE TO BUSINESS REQUIREMENTS (Refer to Section 6.10)

Level 3-Best and Final Offer

BEST AND FINAL OFFERS: Collin County reserves the right at its sole option to extend a Best and Final Offer (BAFO) opportunity to any or all of the top scoring contractors. Contractors may be asked to submit additional information specific to program specifications and cost.

5.0 SPECIAL CONDITIONS AND SCOPE OF SERVICES

5.1 Authorization: By order of the Commissioners' Court of Collin County, Texas sealed proposals will be received for **Audio Upgrade for County Courtroom.**

- 5.2. Intent of Request for Proposal: Collin County's intent of this Request For Proposal (RFP) and resulting contract is to provide offerors with sufficient information to prepare a proposal for equipment and installation for **Audio Upgrade for County Courtroom.**
- 5.3 Term: Provide for a term contract commencing on the date of the award and continuing project is complete.
- 5.4 Pre-Proposal Conference: A **mandatory** pre-proposal conference will be held Friday, January 22, 2016 at 9:00 a.m. in the Ceremonial Courtroom, 2100 Bloomdale McKinney, TX 75071. The group will then visit each type of courtroom (see section 5.8 for locations). It is the offeror's responsibility to review the site and documents to gain a full understanding of the requirements of the RFP. All contractors desiring to submit a proposal should have a representative at the pre-proposal conference; contractors that do not attend the pre-proposal conference shall not be considered in the evaluation for award of a contract per Texas Local Government Code 262.0256.
- 5.5 Funding: Funds for payment have been provided through 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 arise past the end of the current Collin County fiscal year shall be subject to budget approval.
- 5.6 Payment and Performance Bonds: In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of \$25,000.00 and a Performance Bond if the contract is in excess of \$100,000. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).
- 5.7 Completion/Response Time: Contractor shall place product(s) and/or complete services at the County's designated location within the number of calendar days according to the schedule proposed by offeror in section 6.5.
- 5.8 Delivery/Setup/Installation Location: Locations for delivery and installation will be stated on the Collin County Purchase Order(s). Delivery shall include assembly, setup and installation and shall be included in proposal. Below is the address for work to be completed.

Collin County Courthouse Ceremonial, Auxiliary, County & District Courtrooms 2100 Bloomdale Road McKinney, TX 75071

Collin County Administration Building Commissioners' Courtroom 2300 Bloomdale Road, Suite 4192 McKinney, TX 75071

5.9 Samples/Demos: When requested, samples/demos shall be furnished free of expense to Collin County.

- 5.10 Approximate Usage: The scope of work with quantities is listed in Attachment A, Pricing Sheet.
- 5.11 Background Check: All Contractor employees that will be working on site or by VPN must pass a background check performed by Collin County before any work may be performed.

5.12 **PROPOSAL SCHEDULE**

RFP released: January 12, 2016

Pre-Proposal Conference: January 22, 2016 at 9:00a.m.

Deadline for submission of contractor questions: January 29, 2016 at 5:00p.m.

Proposals due: February 4, 2016 at 2:00p.m.

Award of Contract: April 2016

Effective date of contract: Upon Award

5.13 **PURPOSE/SCOPE OF WORK**

Collin County is looking to upgrade all audio equipment in the Commissioners, County, and District Courtrooms to digital. There are a total of 20 (Twenty) courtrooms which includes, 9 (Nine) District courtrooms, 1 (One) Ceremonial courtroom, 1 Commissioners Court, 7 (Seven) County courtrooms, and 3 (three) Auxiliary courtrooms. There are different types of courtrooms which are shown in the attached exhibits. The County requires that all proposed new audio processing/switching/control equipment shall be BiAmp Tesira with no substitutions allowed.

Collin County will be re-utilizing the following components of the existing Audio Visual system within the specified courtrooms:

- All UPS's
- All racks
- All fans
- All power distribution
- All visual equipment
- AMX control system

Attached are the following drawings that show the current layout.

Exhibit A, Typical Large Courtroom Audio Schematic Exhibit B, Typical Small Courtroom Audio Schematic

5.13 GENERAL BUSINESS REQUIREMENTS

Contractor shall provide a response for each statement below.

5.13.1 Requirements for Video

5.13.1.1 The existing visual equipment will remain unchanged. No visual equipment needs to be replaced at this time and the existing equipment shall be integrated with the new audio equipment to form a fully functioning system.

5.13.2 Requirements for Audio

- 5.13.2.1 All current audio equipment including DSPs, amplifiers, speakers, microphones, assistive listening systems shall be replaced with new equipment specified in the equipment list.
- 5.13.2.2 It is the offeror's responsibility to run new cabling where needed to connect new devices and replace cabling where needed.

5.13.3 Requirements for Control

- 5.13.3.1 It is the contractor's responsibility to capture a copy of the existing AMX and DSP programming code to use as a template for the new code.
- 5.13.3.2 Program the current AMX system in the courtroom to control all existing devices that will be used and new devices with identical functionality and interface. The AMX touch panels will be used to control the volume of the audio, incorporating a mute and white noise function.
- 5.13.3.3 Program the DSP to provide optimal sound processing for a courtroom environment.
- 5.13.3.4 The operation of the system shall be identical in look and feel to the existing configuration before the start of the project.

5.13.4 Design Requirements

5.13.4.1 The selected contractor shall be required to provide a complete documentation set of all configuration notes, MS Visio diagrams and other installation materials.

5.13.5 Integration Requirements

- 5.13.5.1 Incorporate all current audio sources and outputs. It is the vendor's responsibility to replace any wiring that would cause the system to operate poorly and install any new wiring needed to make the system function optimally.
- 5.13.5.2 The appearance of all courtrooms shall remain unchanged, except for newly installed speakers and microphones, and be identical to the condition in which it was found prior to the start of work in that room.

- 5.13.5.3 In the District and County Courtrooms, all speakers that are installed under the desks shall be replaced with new in-ceiling speakers.
- 5.13.5.4 In the District and County Courtrooms install one MX393/0 Shure Omni-Directional Boundary Condenser Microphone at the Judge's bench and 1 (one) installed at the podium in Commissioners Court.
- 5.13.5.5 In the Commissioners Court, the offeror is responsible for providing a video/audio output from the A/V system to the existing streaming media solution in a way that maintains current functionality.
- 5.13.5.6 It is the offeror's responsibility to provide a fully-functioning, turn-key system. Any missing items needed to provide a turn-key solution will be the responsibility of the offeror to provide.
- 5.13.5.7 Responsible for mounting of all equipment in the rack and shall provide all necessary hardware and incidentals for such.
- 5.13.5.8 Responsible for providing, running and terminating all required cabling and labeling them per County Standards.
- 5.13.5.9 Responsible for removing all components of the existing system which will not be reused in the new system and shall wrap them in bubble wrap and provide them back to Collin County.
- 5.13.5.10 Responsible for programming the new equipment to work with the current control system used in the courtrooms.
- 5.13.5.11 All work shall be performed during normal business hours (Monday Friday, 8am 5pm). Weekend and after hours work will not be permitted.
- 5.13.5.12 Contractor shall have 2 (Two) weeks per courtroom 20 (Twenty) courtrooms total to complete demo of old system and install/testing of new system for acceptance.

5.13.6 Testing Requirements

- 5.13.6.1 Fully test the final system according to industry standards to ensure proper functionality of all audio and video inputs and outputs. This test shall be performed in each courtroom. County Audio/Visual Administrator or alternate shall be present during testing and shall sign off on each item tested.
- 5.13.6.2 Fully test the final system according to industry standards to ensure proper functionality of the control system. This test shall be performed in each courtroom. County Audio/Visual Administrator or alternate shall be present during testing and shall sign off on each item tested.
- 5.13.6.3 Provide a complete report of all testing results back to Collin County upon completion of testing.

5.13.7 Other Requirements

5.13.7.5 All programming code belongs to Collin County and shall be provided to the Collin County Audio/Visual Administrator upon completion of the project along with a copy of the programming software.

- 5.13.7.6 Provide a single point of contact to act as Project Manager on their behalf.
- 5.13.7.7 Provide to Collin County a complete list of all configuration settings used within all devices.
- 5.13.7.8 All technical communication of any kind shall go through the contractors' Project Manager, the Collin County Project Manager, and the Collin County Audio/Visual Administrator.
- 5.13.7.9 Contractor shall have an office located within 2 (Two) hours of the site so that they may provide onsite support within the specified time limit of the warranty.
- 5.13.7.10 Provide all new equipment for this project. None of the required equipment shall be refurbished, or reused.
- 5.13.7.11 Provide offsite storage for all equipment purchased for this project and shall be responsible for theft or damage to the equipment until final acceptance of each courtroom. Collin County will not provide any onsite storage.
- 5.13.7.12 Review RFP requirements for completeness and accuracy in order to ensure a full and properly functioning system upon completion. Please note that no amendments shall be allowed once proposal has been accepted by Collin County. If the contractor misses a piece of equipment, requirement, incompatibility, or service required for a complete and functioning solution it shall be their responsibility to correct it at their own expense whether by purchasing the missing components or performing the required labor.
- 5.13.7.13 Submit to Collin County at the time of RFP submittal product data sheets for all proposed items.
- 5.13.7.14 During the installation, if it is found there are discrepancies in equipment that prevent the completion of the project, the contractor will be responsible for supplying those items and covering the cost of those items. The cost of any item mistakenly installed will be covered by the contractor.

EQUIPMENT REQUIREMENTS FOR EACH COURTROOM

5.13.8 EQUIPMENT – AUDIO & VIDEO CONNECTIVITY

5.13.8.1 All audio and video connections between the courtroom and the equipment rack shall adhere to accepted industry standards.

5.13.9 EQUIPMENT - Audio (Refer to Attachment A, Pricing Sheet for quantities)

- 5.13.9.1 MX418DC Shure 12" Desktop Mounted Cardioid Microphone for a total count of 108 (one hundred and eight) units.
- 5.13.9.2 MX202WPC Shure Cardioid Hanging Condenser Microphone with Plate Mount for a total of 76 (seventy-six) units. There will be 4 (four) per courtroom located in the Gallery of the District and County Courtrooms.

Courtrooms that currently have two will need to have the two additional microphones installed.

- 5.13.9.3 1 (one) MX393/0 Shure Omni-Directional Boundary Condenser Microphone per District and County Courtroom for a total of 20 (twenty) units.
- 5.13.9.4 2 (two) ULXS124/85 Shure Combo Wireless System (SM58 Handheld & Lavalier) per District and County Courtroom.
- 5.13.9.5 1 (One) WIR SYS 91V Williams Sound SoundPlus 2-Channel Infrared System per District and County Courtroom.
- 5.13.9.6 1 (One) Biamp MCA8050 amplifier or equivalent per District, County and 2 (two) for the Commissioners Courtroom for a total of 21 (twenty-one) units.
- 5.13.9.7 1 (One) Biamp Tesira DSP with the appropriate number of input and output cards in each District and County Courtrooms and Commissioners Court. In the District and County Courtrooms, an analog card will also be needed. Project total will be 20 (twenty) units.
- 5.13.9.8 119 (one hundred and nineteen) pairs of JBL Control 26 C/T speakers.
- 5.13.9.9 6 (six) JBL in-wall speakers for the Commissioners Courtroom.
- 5.13.9.10 Cabling and all other necessary equipment needed.

5.14 MAINTENANCE/WARRANTY REQUIREMENTS

- All products and workmanship shall be warranted under normal use and service from the date work is completed through three (3) years after final acceptance of last courtroom. Warranty shall include defects in workmanship and material. During warranty period, supplier shall also replace or repair, free of charge, any equipment proven to be defective in workmanship or material. Owner furnished equipment shall be exempt from this warranty.
- 5.14.2 Electronic devices not manufactured by supplier shall carry any original manufacturer's warranty which exceeds the contractor three (3) year warranty. Pass any registration and warranty documents and warranty rights to the County.

5.15 WARRANTY-RESPONSE TIME

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

6.0 PROPOSAL FORMAT

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

Proposal shall include responses to items 6.1-6.10 below. Failure to respond to these sections may deem your proposal as non-responsive.

6.1 **FIRM OVERVIEW**

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

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

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

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

6.3 **PROPOSED PROJECT**

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

6.3.1.3.3 As-Built Diagrams

6.4 **REFERENCES**

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

6.5 TIME SCHEDULE

6.5.1 Provide a schedule on each phase of the proposed project beginning with program development and ending with the date of operation. It is estimated that installation will begin May 2016. The schedule shall include all tasks that will require time in the process, such as County review. Contractor shall have 2 (Two) weeks per courtroom 20(Twenty) courtrooms total to complete demo of old system and install/testing of new system for acceptance. All work shall be performed during normal business hours (Monday – Friday, 8am – 5pm). Weekend and after hours work will not be permitted.

6.6 **PRICING/FEES**

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

6.7 FINANCIAL STATEMENTS

6.7.1 Offeror is requested to submit recent financial statements with their proposal. Audited financial statements are not mandatory. Unaudited financial statements will be accepted. If offeror's firm does, however, have audited statements; please include a copy with your proposal.

6.8 OTHER PROJECTS INVOLVED WITH

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

6.9 MAINTENANCE/WARRANTY/RESPONSE TIME

6.9.1 Offeror is requested to respond to Warranty/Response time. (Refer to Section 5.14-5.15)

6.10 GENERAL BUSINESS REQUIREMENTS

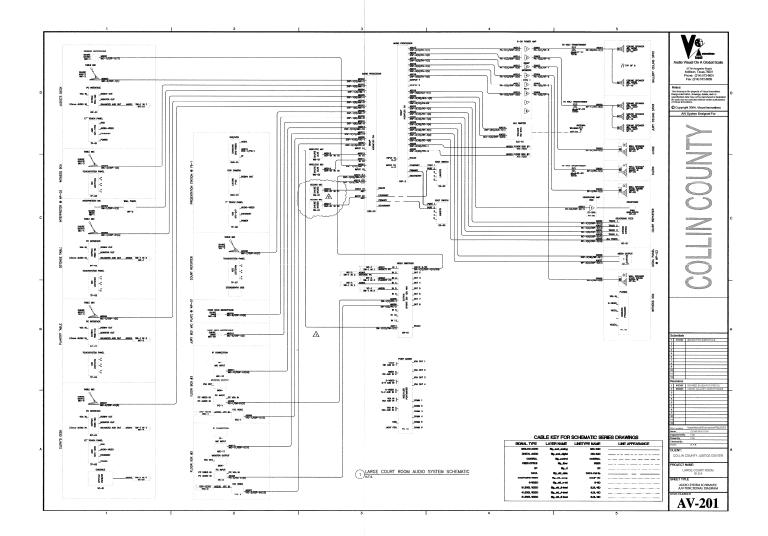
6.10.1 Offeror shall provide a response for each of the requirements in Section 5.13.

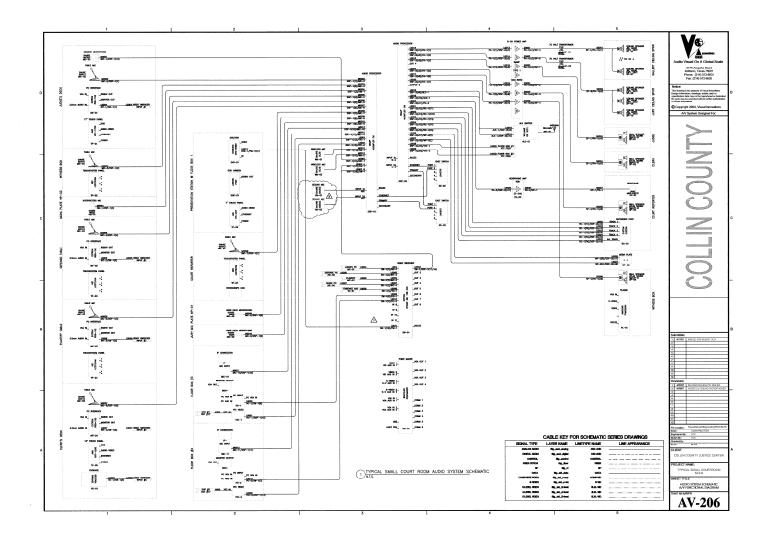


Courtroom Audio Equipment List

Description	Recommended Manufacturer Part/Model No.	State Manufacturer Part/Model	State price per item (each)	Project Total	Total Price
Audio					
Shure 12" Desktop Mounted Cardioid Gooseneck Microphone	MX418DC			108	
Shure Cardioid Hanging Condenser Microphone with Plate Mount	MX202WPC			76	
Shure Omni-Directional Boundary Condenser Microphone	MX393/0			20	
Shure Combo Wireless System (SM58 Handheld & Lavalier)	ULXS124/85			38	
Williams Sound SoundPlus 2-Channel Infrared System	WIR SYS 91V			19	
Biamp Amplifier	MCA8050			21	
Biamp Tesira Configurable DSP with appropriate number of inputs and outputs, echo cancellation and an analog card.	Server-IO Chassis			20	
JBL Control 26 C/T Speakers	JBL Control 26 C/T			119 pairs	
JBL In-wall speaker				6	
Miscellaneous					
Cables/Wiring				1	
Installation Fees/Programming/Labor					
Project Total					







PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That			_, a corporation organized and existing under the law	vs of
the State of	, and fully authorized to transact busine	ss in the State of Texas, wl	nose address is	
	Coun			
,(hereinafter referred to as "F	Principal"), and			
(hereinafter referred to as "S	urety", a corporation organized_under the laws of the Sta	ate of	and authorized under the laws of the S	State
of Texas to act as surety on b	onds for principals, are held and firmly bound unto		(hereinafter refe	rred
to as "Owner") and unto all	persons, firms and corporations who may furnish mater	ials for or perform labor u	pon the buildings, structures or improvements referre	d to
in the attached Contract, , in	the penal sum of			
Dollars (\$) (not less than 100% of the	approximate total amoun	t of the Contract as evidenced in the proposal) in la	wful
money of the United States,	for the payment whereof, the said Principal and Surety	bind themselves, and their	heirs, administrators, executors, successors, and assi	gns,
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 w	hich
said Contract is hereby referr	red to and made a part hereof and as fully and to the san	ne extent as if copied at ler	gth herein for the construction of	
NOW, THERE	ORE, THE CONDITION OF THIS OBLIGATION	IS SUCH, that the bond	 guarantees the full and proper protection of all claim 	iants
supplying labor and materia	l in the prosecution of the work provided for in said C	contract and for the use of	each claimant, and that conversely should the Prince	cipal
faithfully perform said Cont	ract and in all respects duly and faithfully observe and	perform all and singular t	he covenants, conditions, and agreements in and by	said
Contract, agreed to by the P	rincipal, and according to the true intent and meaning	of said Contract and the c	laims and specifications hereto annexed, and any and	d all
duly authorized modification	ns of said Contract that may hereafter be made, notice	of which modification to S	Surety being hereby waived, then this obligation shall	ll be
	full force and effect. Provided further, that if any legal IOWEVER , that this bond is executed pursuant to the		-	3503
	e, as amended, and all liabilities on this bond shall be d			
they were fully copied at length			-	
Surety, for value	received, stipulates and agrees that the bond shall a	utomatically be increased	by the amount of any Change Order or supplement	ental
agreement which increases	the Contract price with or without notice to the Surety	and that no change, exte	ension of time, alteration or addition to the terms of	f the
Contract, or to the work perf	formed thereunder, or the plans, specifications, or drawi	ngs accompanying the san	ne, shall in anyway affect its obligation on this bond,	and
it does hereby waive notice of	of any such change, extension of time, alteration or addit	ion to the terms of the Cor	stract, or to the work to be performed thereunder.	
The undersigned	and designated agent is hereby designated by Surety h	erein as the agent residen	t to whom any requisite notice may be delivered and	und
whom service of process may	y be had in matters arising out of such suretyship.			
IN WITNESS W	HEREOF, the said Principal and Surety have signed ar	nd sealed this instrument th	is day of 20 .	
WITNESS			·	
		PRINCIPAL		
		· · · · · · · · · · · · · · · · · · ·		
		Printed/Typed Name		
		Printed/Typed Name		
		Printed/Typed Name		
		Printed/Typed Name Title: Company:		
WITNESS		Printed/Typed Name Title: Company:		
WITNESS		Printed/Typed Name Title: Company: Address: SURETY		
WITNESS		Printed/Typed Name Title: Company: Address: SURETY Printed/Typed Name		
WITNESS		Printed/Typed Name Title: Company: Address: SURETY Printed/Typed Name Title:		
WITNESS		Printed/Typed Name Title: Company: Address: SURETY Printed/Typed Name Title: Company:		
	weaty for delivery of notice and soming of process in	Printed/Typed Name Title: Company: Address: SURETY Printed/Typed Name Title: Company:		
The Resident Agent of the So	urety for delivery of notice and service of process is:	Printed/Typed Name Title: Company: Address: SURETY Printed/Typed Name Title: Company: Address:		
The Resident Agent of the St		Printed/Typed Name Title: Company: Address: SURETY Printed/Typed Name Title: Company: Address:		
The Resident Agent of the St Name:	• •	Printed/Typed Name Title: Company: Address: SURETY Printed/Typed Name Title: Company: Address:		

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That		, a co	prporation organized and existing_un	der the laws of
the State of	, and fully authorized to transact business in the Stat	te of Texas, whose address is		of the
City of	County of, and State of	,(hereinafter refe	erred to as "Principal"), and	
		(hereinafter refe	erred to as "Surety", a corporation of	rganized_under
	and authorized under the laws of the	· · · · · · · · · · · · · · · · · · ·		•
unto	(hereinafter referred to as "Owner") and	unto all persons, firms and corp	porations who may furnish materials	for or perform
	ructures or improvements referred to in the attached Contr	•		
) (not less than 100% of the a			
•	1 sum as an additional sum of money representing addi	• •		-
	dentified Contract) in lawful money of the United States,	- ·	aid Principal and Surety bind themse	elves, and their
	ttors, successors, and assigns, jointly and severally, firmly	•		
	e Principal has entered into a certain written contract with			
said Contract is hereby refe	erred to and made a part hereof and as fully and to the same	e extent as if copied at length he	erein for the construction of	
NOW, THERE	EFORE, THE CONDITION OF THIS OBLIGATION	I IS SUCH, that if the said Pri	ncipal fully and faithfully executes	s the work and
performance of the Contract	ct in accordance with the plans specifications, and Contr	ract Documents, including any	extensions thereof which may be g	granted with or
without notice to Surety, du	uring the original term thereof, and during the life of any g	guaranty required under the Con	tract, and according to the true inter-	nt and meaning
of said Contract and the pl	lans and specifications hereto annexed, if the Principal sh	nall repair and/or replace all def	fects due to faulty materials or wor	rkmanship tha
appear within a period of o	one year from the date of final completion and final accept	tance of the work by OWNER;	and if the Principal shall fully inder	mnify and save
harmless the OWNER from	all costs and damages which OWNER may suffer by reas	son of failure to so perform here	in and shall fully reimburse and repa	ay OWNER al
outlay and expense which t	the OWNER may incur in making good any default or de	ficiency, then this obligation sh	all be void; otherwise, to remain in	full force and
effect; and in case said CO	NTRACTOR shall fail to do so, it is agreed that the OWN	IER may do said work and supp	ly such materials and charge the sar	ne against said
	y on this obligation. Provided further, that if any legal acti			
	HOWEVER , that this bond is executed pursuant to the p		=	_
	de, as amended, and all liabilities on this bond shall be de	termined in accordance with the	e provisions of said articles to the sa	me extent as it
they were fully copied at lea				
•	the received, stipulates and agrees that the bond shall au	·	• •	
•	the Contract price with or without notice to the Surety, but penal sum of the Bond. And further that no change, ext	•		
•	the plans, specifications, or drawings accompanying the sa			
•	extension of time, alteration, or addition to the terms of the	• •	•	s nereby warve
•	at the bond provides for the repairs and/or replacement of	•		hin a period of
· -	of completion and acceptance of the improvement by the O	•	as and wormanismp that appear wit	ann a perioa o
· · ·	d and designated agent is hereby designated by Surety he		nom any requisite notice may be de	livered and or
•	ay be had in matters arising out of such suretyship.	Ü	, ,	
•	WHEREOF, the said Principal and Surety have signed and	d sealed this instrument this	day of 20	
WITNESS		PRINCIPAL		·
		Title:		
		Company:		
		Address:		
WITNESS		SURETY		
		Printed/Typed Name		<u></u>
		•••		
		Address:		<u> </u>
The Resident Agent of the S	Surety for delivery of notice and service of process is:			
Name:				
			of Bond must NOT be	
Phone Number:		prior	to date of contract.	

Revised 11/2008

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

Tŀ	nis questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
by	his questionnaire is being filed in accordance with Chapter 176, Local Government Code, y a vendor who has a business relationship as defined by Section 176.001(1-a) with a local overnmental entity and the vendor meets requirements under Section 176.006(a).	Date Received
er	y law this questionnaire must be filed with the records administrator of the local governmental ntity not later than the 7th business day after the date the vendor becomes aware of facts part require the statement to be filed. See Section 176.006(a-1), Local Government Code.	
	vendor commits an offense if the vendor knowingly violates Section 176.006, Local overnment Code. An offense under this section is a misdemeanor.	
	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 applater than the 7th business day after the date on which you became aware that the origincomplete or inaccurate.)	
3	Name of local government officer about whom the information in this section is being discl	osed.
	Name of Officer	
	This section (item 3 including subparts A, B, C, & D) must be completed for each officer verification of the substance of the pusiness relationship as defined by Section 176.001(1-a), Local Govern pages to this Form CIQ as necessary.	
	A. Is the local government officer named in this section receiving or likely to receive taxable i income, from the vendor?	ncome, other than investment
	Yes No	
	B. Is the vendor receiving or likely to receive taxable income, other than investment income, from government officer named in this section AND the taxable income is not received from the local contents.	
	Yes No	
	C. Is the filer of this questionnaire employed by a corporation or other business entity will government officer serves as an officer or director, or holds an ownership interest of one percentage.	
	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.

micoman	SVOING COLVICE			
	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.			
page 2.	2 Business name/disregarded entity name, if different from above			
uo s	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: Individual/sole proprietor C Corporation S Corporation Partnership single-member LLC	4 Exemptions (codes apply on certain entities, not individuals; instructions on page 3): Exempt payee code (if any)		
ĔijĘ	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partners	Exemption from FATCA reporting	ina	
Print or type	Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the tax classification of the single-member owner.	code (if any)		
<u> </u>	Under (see instructions) ►		(Applies to accounts maintained outside the	e U.S.)
pecif	5 Address (number, street, and apt. or suite no.)	Requester's name	and address (optional)	
See S	6 City, state, and ZIP code			
	7 List account number(s) here (optional)			
Part	Taxpayer Identification Number (TIN)			
	our TIN in the appropriate box. The TIN provided must match the name given on line 1 to av		curity number	
resider entities	withholding. For individuals, this is generally your social security number (SSN). However, ft alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other, it is your employer identification number (EIN). If you do not have a number, see <i>How to ge</i>	.		
TIN on	page 3.	or		_
	the account is in more than one name, see the instructions for line 1 and the chart on page	4 for Employer	r identification number	
guidelli	es on whose number to enter.		-	
Part	II Certification			
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 is	ssued to me); and	
Sen	not subject to backup withholding because: (a) I am exempt from backup withholding, or (bice (IRS) that I am subject to backup withholding as a result of a failure to report all interest onger 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	ng is correct.		
becaus interest genera	eation instructions. You must cross out item 2 above if you have been notified by the IRS the you have failed to report all interest and dividends on your tax return. For real estate trans paid, acquisition or abandonment of secured property, cancellation of debt, contributions the ly, payments other than interest and dividends, you are not required to sign the certification ions on page 3.	actions, item 2 do o an individual ret	pes not apply. For mortgage cirement arrangement (IRA), a	nd
Sign Here	Signature of U.S. person ▶ Da	ate ▶		

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.

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.