



**COLLIN COUNTY**

**Services, Qualified Scheduling Entity to  
Participate In ERCOT Program**

**RFP 2016-163**

**Geri Osinaike  
Jack Hatchell Administration Building  
2300 Bloomdale Road, Ste. 3160  
McKinney, TX 75071**

**(P) 972-548-4107 (F) 972-548-4694  
gosinaike@collincountytexas.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 Road, Suite 3160, McKinney, TX 75071, until **2:00 P.M., Thursday, July 7, 2016** for competitive proposals on **Services, Qualified Scheduling Entity to Participate In ERCOT Program, RFP No. 2016-163**. Proposers should use unit pricing. Funds for payment have been provided through Collin County budget approved by the Commissioners' Court for this fiscal year only. Proposers may obtain detailed specifications and other documents at Office of the Purchasing Agent: Collin County Administration Building, Purchasing Department, 2300 Bloomdale Road, Suite 3160, McKinney, TX 75071, 972-548-4165, or by going to: via <https://collincountytx.ionwave.net>. Sealed proposals will be opened on **Thursday, July 7, 2016 at 2:00 P.M.** by the Purchasing Agent, Collin County Administration Building, Purchasing Department, 2300 Bloomdale Road, Suite 3160, McKinney, TX 75071. The Commissioners' Court reserves the right to reject any and all proposals.

.....

**ATTENTION: CLASSIFIEDS**  
**BILL TO: ACCOUNT NO 06100315-00**  
**COMMISSIONERS' COURT**

NOTICE TO PUBLISHERS: Please publish in your issue on **Thursday, June 16, 2016** and **Thursday, June 23, 2016**. A copy of this notice and the publishers' affidavit must accompany the invoice when presented for payment.

**NEWSPAPER: Plano Star Courier**  
**DATE: June 1, 2016**  
**FAX: 972-529-1684**

# Collin County, Texas

## Bid Information

Bid Owner Geraldine Osinaike, CPPO,  
CPPB Senior Buyer  
Email gosinaike@co.collin.tx.us  
Phone (972) 548-4107  
Fax (972) 548-4694

Bid Number 2016-163  
Title Services, Qualified Scheduling  
Entity (QSE) To Participate In  
ERCOT Program

Bid Type RFP  
Issue Date 06/14/2016  
Close Date 7/7/2016 02:00:00 PM (CT)

## Contact Information

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

Contact Geraldine Osinaike, CPPO, CPPB  
Senior Buyer

Department Purchasing  
Building Admin. Building  
Floor/Room Ste.3160  
Telephone (972) 548-4107  
Fax (972) 548-4694  
Email gosinaike@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

## Bid Activities

Date	Name	Description
5/27/2016 05:00:00 AM (CT)	Intent to Submit Proposal	Do you intend to submit a proposal?  NOTE: All items under the ATTRIBUTES TAB need to be completed before system completes final submission.
6/21/2016 02:00:00 AM (CT)	Deadline to Submit Questions	Deadline to Submit Questions Tuesday June 28, 2016 at 5:00pm.

## 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 QSE RFP 2016-163.pdf	Legal Notice
Header	Bid Document.pdf	Bid Document (Complete if submitting MANUAL Bid)
Header	General Instructions_Proposals.docx	General Instructions_Proposals
Header	Terms of Contract_Proposals.docx	Terms of Contract - Proposals
Header	4 Boiler Insurance updated 1-26-2015 QSE.doc	Insurance
Header	RFP_Services_Qualified_Service_Entity_To_Participate_In_ERCOT_Program_Final.docx	RFP Specification
Header	HB23 CIQ 2016-163 QSE.docx	Information Regarding Conflict of Interest Questionnaire
Header	8 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
1	Delivery	<p>Delivery will be F.O.B. inside delivery at Collin County designated locations and all transportation charges are to be paid by the supplier to destination.</p> <p>Please state delivery in calendar days from date of order.</p>	_____ (Required)
2	Exceptions	<p>Do you take exceptions to the specifications. If so, by separate attachment, please state your exceptions.</p> <p>Valid Responses: [Please Select], Yes, No</p>	_____ (Required)
3	Insurance	<p>I understand that the insurance requirements of this solicitation are required and a certificate of insurance shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract.</p> <p>Please initial.</p>	_____ (Required)
4	Subcontractors	<p>State the business name of all subcontractors and the type of work they will be performing under this contract.</p> <p>If you are fully qualified to self-perform the entire contract, please respond with "Not Applicable-Self Perform".</p>	_____ (Required)
5	Reference No. 1	<p>List a company or governmental agency where these same/like products /services, as stated herein, have been provided.</p> <p>Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.</p>	_____ (Required)

- 6     Reference No. 2     List a company or governmental agency where these same/like products /services, as stated herein, have been provided. \_\_\_\_\_ (Required)
- Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.
- 7     Reference No. 3     List a company or governmental agency where these same/like products /services, as stated herein, have been provided. \_\_\_\_\_ (Required)
- Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.
- 8     Cooperative Contracts     As permitted under Title 8, Chapter 271, Subchapter F, Section 271.101 and 271.102 V.T.C.A. and Title 7, Chapter 791, Subchapter C, Section 791.025, V.T.C.A., other local governmental entities may wish to also participate under the same terms and conditions contained in this contract. Each entity wishing to participate must enter into an inter-local agreement with Collin County and have prior authorization from vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the local governmental entity requiring supplies/services. Collin County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract. \_\_\_\_\_ (Required)
- Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded, under the same terms and conditions?  
Valid Responses: [Please Select], Yes, No
- 9     Preferential Treatment     The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A). \_\_\_\_\_ (Required)
1. Is your principal place of business in the State of Texas?
2. If your principal place of business is not in Texas, in which State is your principal place of business?
3. If your principal place of business is not in Texas, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage?
4. If your state favors resident bidders, state by what dollar amount or percentage.
- 10     Debarment Certification     I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. \_\_\_\_\_ (Required)
- Please initial.

- 11 Immigration and Reform Act I declare and affirm that my company is in compliance with \_\_\_\_\_ (Required)  
the Immigration and Reform Act of 1986 and all employees  
are legally eligible to work in the United States of America.
- I further understand and acknowledge that any  
non-compliance with the Immigration and Reform Act of  
1986 at any time during the term of this contract will  
render the contract voidable by Collin County.
- Please initial.
- 12 Disclosure of Certain Relationships Chapter 176 of the Texas Local Government Code \_\_\_\_\_ (Required)  
requires that any vendor considering doing business with a  
local government entity disclose the vendor's affiliation or  
business relationship that might cause a conflict of interest  
with a local government entity. Subchapter 6 of the code  
requires a vendor to file a conflict of interest questionnaire  
(CIQ) if a conflict exists. By law this questionnaire must be  
filed with the records administrator of Collin County no  
later than the 7th business day after the date the vendor  
becomes aware of an event that requires the statement to  
be filed. A vendor commits an offense if the vendor  
knowingly violates the code. An offense under this section  
is a misdemeanor.
- By submitting a response to this request, the vendor  
represents that it is in compliance with the requirements of  
Chapter 176 of the Texas Local Government Code.
- Please send completed forms to the Collin County County  
Clerk's Office located at 2300 Bloomdale Rd., Suite 2104,  
McKinney, TX 75071.
- Please initial.
- 13 Disclosure of Interested Parties Section 2252.908 of the Texas Government Code requires \_\_\_\_\_ (Required)  
a business entity entering into certain contracts with a  
governmental entity to file with the governmental entity a  
disclosure of interested parties at the time the business  
entity submits the signed contract to the governmental  
entity. Section 2252.908 requires the disclosure form  
(Form 1295) to be signed by the authorized agent of the  
contracting business entity, acknowledging that the  
disclosure is made under oath and under penalty of  
perjury. Section 2252.908 applies only to a contract that  
requires an action or vote by the governing body of the  
governmental entity before the contract may be signed or  
has a value of at least \$1 million. Section 2252.908  
provides definitions of certain terms occurring in the  
section.
- Section 2252.908 applies only to a contract entered into on  
or after January 1, 2016.
- Please initial.
- 14 Notification Survey In order to better serve our offerors, the Collin County \_\_\_\_\_ (Required)  
Purchasing Department is conducting the following survey.  
We appreciate your time and effort expended to submit  
your bid. Should you have any questions or require more  
information please call (972) 548-4165.
- How did you receive notice of this request?  
Valid Responses: [Please Select], Plano Star Courier, Plan  
Room, Collin County eBid Notification, Collin County  
Website, Other

15 Proposer Acknowledgement

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

Please initial.

## Line Items

#	Qty	UOM	Description	Response
1	1		Total cost of services all programs 1st year.	\$ _____ (Required) Price

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

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Cost of services for CLM program		\$ _____ (Optional)
2	Cost of services for ERS program		\$ _____ (Optional)
3	Cost of services for 4CP program		\$ _____ (Optional)

2	1	What percentage will QSE take of ERS revenue	
	Manufacturer:	Manufacturer #:	_____ % (Optional) Percentage

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

3	1	What percentage wil QSE take of the CLM revenue	
	Manufacturer:	Manufacturer #:	_____ % (Optional) Percentage

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

4	1	What percentage will QSE take of the 4CP revenue	
	Manufacturer:	Manufacturer #:	_____ % (Optional) Percentage

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

5	1	How much revenue can the County expect to received during 5 year period of the contract.	\$ _____ (Required) Price
---	---	------------------------------------------------------------------------------------------	---------------------------------

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



## 1.0 GENERAL INSTRUCTIONS

### 1.0.1 Definitions

1.0.1.1 Offeror: refers to submitter.

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

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

1.0.1.4 RFP: refers to Request for Proposal.

1.0.1.5 CSP: refers to Competitive Sealed Proposal

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

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

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

1.4 Collin County exclusively uses ionWave Technologies, Inc. (Collin County eBid) for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.

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

1.6 It is understood that Collin County, Texas reserves the right to accept or reject any and/or all Proposals/Submittals for any or all products and/or services covered in a Request For Proposal (RFP) and Competitive Sealed Proposal (CSP), and to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of Collin County.

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

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

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

1.10 Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all Request for Proposals (RFP) and Competitive Sealed Proposals (CSP) submitted in hard copy paper form. RFP's, and CSP's received in the Collin County Purchasing Department after submission deadline shall be considered void and unacceptable. Absolutely no late submittals will be considered. Collin County accepts no responsibility for technical difficulties related to electronic submittals.

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

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

1.13 Any interpretations, corrections and/or changes to a Request for Proposal or Competitive Sealed Proposal and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than seven (7) days prior to the opening/receipt date. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners' Court. Addenda may be transmitted electronically via Collin County eBid.

1.13.1 Addenda will be transmitted to all that are known to have received a copy of the RFP/CSP and related Specifications. However, it shall be the sole responsibility of the Bidder/Quoter/Offeror to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. **Collin County eBid** <https://collincountytexas.ionwave.net/>, telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Offeror's receipt of any addenda issued. Offeror shall acknowledge receipt of all addenda.

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

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

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

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

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

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

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

1.18.3 have a satisfactory record of performance;

1.18.4 have a satisfactory record of integrity and ethics;

1.18.5 be otherwise qualified and eligible to receive an award.

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

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

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

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

1.23 Interlocal Agreement: Successful bidder agrees to extend prices and terms to all entities that has entered into or will enter into joint purchasing interlocal cooperation agreements with Collin County.

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

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

## 2.0 TERMS OF CONTRACT

2.1 A proposal, when properly accepted by Collin County, shall constitute a contract equally binding between the Vendor/Contractor/Provider and Collin County. No different or additional terms will become part of this contract with the exception of an Amendment.

2.2 No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Amendments to the contract will be made in writing by Collin County Purchasing Agent.

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

2.4 The Vendor/Contractor/Provider shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County Employees.

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

2.6 Proposals must comply with all federal, state, county and local laws concerning the type(s) of product(s)/service(s)/equipment/project(s) contracted for, and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

2.7 All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture. Obsolete products, including products or any parts not compatible with existing hardware/software configurations will not be accepted.

2.8 Vendor/Contractor/Provider shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all sub-contractors to insure that Collin County maintains a drug-free work place.

2.9 Vendor/Contractor/Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Vendor/Contractor/Provider's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Vendor/Contractor/Provider, or of any agent, employee, subcontractor or supplier of Vendor/Contractor/Provider in the execution of, or performance under, any contract which may result from an award. Vendor/Contractor/Provider shall pay in full any judgment with costs, including attorneys' fees and expenses which are rendered against Collin County and/or participating entities arising out of such breach, act, error, omission and/or fault.

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

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

2.11.1 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before

beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of \$25,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56<sup>th</sup> Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

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

2.12 Purchase Order(s) shall be generated by Collin County to the vendor. Collin County will not be responsible for any orders placed/delivered without a valid purchase order number.

2.13 The contract shall remain in effect until any of the following occurs: delivery of product(s) and/or completion and acceptance by Collin County of product(s) and/or service(s), contract expires or is terminated by either party with thirty (30) days written notice prior to cancellation and notice must state therein the reasons for such cancellation. Collin County reserves the right to terminate the contract immediately in the event the Vendor/Contractor/Provider fails to meet delivery or completion schedules, or otherwise perform in accordance with the specifications. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Vendor/Contractor/Provider.

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

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

2.16 Vendor/Contractor/Provider shall notify the Purchasing Department immediately if delivery/completion schedule cannot be met. If delay is foreseen, the Vendor/Contractor/Provider shall give written notice to the Purchasing Agent. The County has the right to extend delivery/completion time if reason appears valid.

2.17 The title and risk of loss of the product(s) shall not pass to Collin County until Collin County actually receives and takes possession of the product(s) at the point or points of delivery. Collin County shall generate a purchase order(s) to the Vendor/Contractor/Provider and the purchase order number must appear on all itemized invoices.

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

2.18.1 Collin County Purchase Order Number;

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

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

- 2.19 Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.
- 2.20 All warranties shall be stated as required in the Uniform Commercial Code.
- 2.21 The Vendor/Contractor/Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.22 The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.
- 2.23 The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Collin County, Texas.
- 2.24 The Vendor/Contractor/Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.
- 2.25 The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.
- 2.26 Vendor/Contractor/Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Vendor/Contractor/Provider for purposes of solicitation. As exception, Vendor/Contractor/Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.
- 2.27 The Vendor/Contractor/Provider understands, acknowledges and agrees that if the Vendor/Contractor/Provider subcontracts with a third party for services and/or material, the primary Vendor/Contractor/Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Vendor/Contractor/Provider and the third party, including any payment dispute, will be promptly remedied by the primary vendor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Vendor/Contractor/Provider by Collin County for any payments owed to the third party.
- 2.28 Vendor/Contractor/Provider shall provide Collin County with diagnostic access tools at no additional cost to Collin County, for all Electrical and Mechanical systems, components, etc., procured through this contract.
- 2.29 Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by the Collin County's Sheriff's Office prior to access being granted to Collin County. Upon request, Vendor/Contractor/Provider shall provide list of individuals to Collin County Purchasing Department within five (5) working days.
- 2.30 Non-Disclosure Agreement: Where applicable, vendor shall be required to sign a non-disclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by vendor, except as provided in the contract/agreement, may cause serious harm or damage to Collin County. Therefore, Vendor agrees that Vendor will not use the information furnished for any purpose other than that stated in contract/agreement, and agrees that Vendor will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible

transaction. This agreement shall be binding upon Collin County and Vendor, and upon the directors, officers, employees and agents of each.

2.31 Vendors/Contractors/Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must be legally eligible to work in the United States of America.

2.32 Certification of Eligibility: This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or proposal in response to this solicitation, the Offeror certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of proposal submission and time of award, the Offeror will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.

2.33 Notice to Vendors/Contractors/Providers delivering goods or performing services within the Collin County Detention Facility: The Collin County Detention Facility houses persons who have been charged with and/or convicted of serious criminal offenses. When entering the Detention Facility, you could: (1) hear obscene or graphic language; (2) view partially clothed male inmates; (3) be subjected to verbal abuse or taunting; (4) risk physical altercations or physical contact, which could be minimal or possibly serious; (5) be exposed to communicable or infectious diseases; (6) be temporarily detained or prevented from immediately leaving the Detention Facility in the case of an emergency or "lockdown"; and (7) subjected to a search of your person or property. While the Collin County Sheriff's Office takes every reasonable precaution to protect the safety of visitors to the Detention Facility, because of the inherently dangerous nature of a Detention Facility and the type of the persons incarcerated therein, please be advised of the possibility of such situations exist and you should carefully consider such risks when entering the Detention Facility. By entering the Collin County Detention Facility, you acknowledge that you are aware of such potential risks and willingly and knowingly choose to enter the Collin County Detention Facility.

2.34 Delays and Extensions of Time when applicable:

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

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

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

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

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

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



### **3.0 INSURANCE REQUIREMENTS**

3.1 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

3.1.1 **Commercial General Liability** insurance including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Coverage must be written on occurrence form.

- Each Occurrence: \$1,000,000
- Personal Injury & Adv. Injury: \$1,000,000
- Products/Completed Operation Aggregate: \$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 which includes any automobile (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 reporting period. If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

- Each Occurrence/Aggregate: \$2,000,000

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 higher as assigned by the BEST Rating Company or equivalent.

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

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

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

## **4.0 EVALUATION CRITERIA AND FACTORS**

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

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

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

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

Criteria assessed during Level 1:

- Registered as a QSE with ERCOT as a QSE with Resources – Qualified – Level 4
- Firm shall be an Aggregator bonded by State Distribution

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

### **Level 2 – Detailed Proposal Assessment (Maximum 100 Points)**

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

Points	Evaluation Criteria
25	Meeting General Business Requirements of the services, specification and proposal format – (See section 5.0, 6.1, 6.8 & 7.0)
20	Firm overview, Qualifications Staff/Training, References – (See section 6.2,6.3 & 6.6)
15	Equipment and cost – (See section 6.4 & 6.7)
20	Proposed project plan – (See section 6.5)
20	Pricing/Fees/Percentage of revenue – (See section 6.7)

Collin County will elevate proposals scoring at least 70 points (70 %) to Level 3.

**Level 3 – Demonstration and Interviews (optional) (Maximum 100 Points)**

The Evaluation Committee may request to hear oral presentations and/or site visits from selected offerors that have been elevated to Level 3. Should site visits be requested, the committee will select sites to visit where the proposed solution is fully functional. Offerors are cautioned, however, that oral presentations are at the sole discretion of the Committee and the Committee is not obligated to request them. The oral presentation is an opportunity for the County Evaluation Committee to ask questions and seek clarification of the proposal submitted. Time scheduled for any presentation will be structured with a minimum time for the contractor to make an initial presentation with the majority of time dedicated to addressing questions from the Evaluation Committee. The oral presentations, if held, will be scheduled accordingly and all presenting contractors will be notified of time and date.

The following criterion is optional and will be used to evaluate those contractors elevated for interviews.

Points	Evaluation Criteria
50	Demonstration/Interview
50	Response to clarification questions and possible site visits

**Level 4 - Best and Final Offer**

Offerors who are susceptible of receiving award will be elevated to Level 4 for Best and Final Offer. Offeror will be asked to respond in writing to issues and questions raised by the County as well as any other cost and implementation planning considerations in the proposal, and may be invited to present their responses on-site. Proposals will be re-evaluated based upon Criteria in level 2, and level 3 if requested.

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

**5.0 SPECIAL CONDITIONS AND SPECIFICATIONS**

- 5.1 Authorization: By order of the Commissioners' Court of Collin County, Texas sealed proposals will be received for Qualified Scheduling Entity (QSE).
- 5.2 Intent: 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 Services, Qualified Scheduling Entity (QSE). The QSE will allow the County to participate in the Emergency Response Service (ERS, CLM, and 4CP) programs.
- 5.3 Term: Provide for a contract commencing on August 2016 with approval of award through September 30, 2017 with the option of (four) 4 annual renewals.
- 5.4 Funding: Funding for these services will be paid directly from ERCOT to the QSE, or Oncor to the QSE.
- 5.5 Background Check: All Contractor employees that will be working on site or by VPN shall pass a criminal background check performed by Collin County before any work may be performed. The selected offeror shall be provided the required documents to submit required information for background checks.

## 5.6 PROPOSAL SCHEDULE

RFP released:	June 15, 2016
Deadline for submission of contractor questions:	June 28, 2016 at 5:00 p.m.
Proposals due:	July 7, 2016 at 2:00 p.m.
Award of Contract:	August 2016    tentatively
Effective date of contract:	August 2016

Collin County reserves the right to change the schedule of events as it deems necessary.

## 5.7 Scope of Work

The successful Proposer's services shall include, but not be limited to, the following:

- 5.7.1 Site assessments and energy reduction planning
- 5.7.2 Program enrollment and management of all necessary ongoing nomination activity.
- 5.7.3 Preparation and periodic testing of notification systems and demand response procedures.
- 5.7.4 Timely notifications of the start and end times of all demand response events.
- 5.7.5 Coaching and monitoring, as necessary, of The County's performance during demand response events.
- 5.7.6 Any and all necessary ongoing customer service and support.
- 5.7.7 First enrollment: The QSE shall provide enrollment information for approval and complete the first enrollment for October 1, 2016 through January 31, 2017.

## 5.8 REQUIREMENTS:

- 5.8.1 The County expects to maximize the revenue from the ERS, CLM, and 4CP programs. The County desires an interface with the existing Energy Management Systems (EMS) or Building Automation Systems (BAS) to control energy reductions and on-site generation (where applicable). Such operations will be designed to minimize operational impacts. The County is looking for an automated demand response system that provides the following.
- 5.8.2 ***ERS10 Program (Emergency Response Service)***
  - 5.8.2.1 The QSE shall submit an offer to the County for consideration and approval to ERCOT enrolling us into the ERS10 program each period.
  - 5.8.2.2 Provide comprehensive turn-key solution for the ERS program utilizing any required automated software and hardware system with dashboard controls for manual adjustment by Facilities staff.
  - 5.8.2.3 Integrate into existing EMS/BAS environment leveraging existing connection standards such as BACnet, LON, OBIX or Modbus.
  - 5.8.2.4 Facilities personnel will have real-time view of curtailment status through web-based interface.
  - 5.8.2.5 Facilities personnel will have direct control to opt-in or opt-out buildings or control points to ensure compliance with curtailment event while maintaining occupant comfort through a web-based interface.

- 5.8.2.6 Facilities personnel will have the capability to throttle back (not off) air handling units.
- 5.8.2.7 The use of backup generation as a source of alternative electricity in a DR event is not a requirement.
- 5.8.2.8 Facilities personnel will have access to custom screens (web-based) displaying graphs and metrics such as Power Factor data in real-time from their existing BAS system.
- 5.8.2.9 The system shall have pre-programmed strategies imbedded in software to execute within 10 minutes notification of an **ERCOT ERS10 event** with no personnel intervention required.
- 5.8.2.10 Penalty for failing to notify shall result in a 25% reduction in payment for that period from Collin County.

5.8.3 ***CLM Program (Customer Load Management)***

- 5.8.3.1 The QSE shall submit an offer to the County for consideration and approval prior to Oncor enrolling us into the CLM program each year.
- 5.8.3.2 Provide comprehensive turn-key solution for the CLM program utilizing any required automated software and hardware system with dashboard controls for manual adjustment by Facilities staff.
- 5.8.3.3 Integrate into existing EMS/BAS environment leveraging existing connection standards such as BACnet, LON, OBIX or Modbus.
- 5.8.3.4 Facilities personnel will have real-time view of curtailment status through web-based interface.
- 5.8.3.5 Facilities personnel will have direct control to opt-in or opt-out buildings or control points to ensure compliance with curtailment event while maintaining occupant comfort through a web-based interface.
- 5.8.3.6 Facilities personnel will have the capability to throttle back (not off) air handling units.
- 5.8.3.7 The use of backup generation as a source of alternative electricity in a DR event is not a requirement.
- 5.8.3.8 Facilities personnel will have access to custom screens (web-based) displaying graphs and metrics such as Power Factor data in real-time from their existing BAS system.
- 5.8.3.9 The system shall have pre-programmed strategies imbedded in software to execute within 10 minutes notification of an **Oncor CLM** event with no personnel intervention required.
- 5.8.3.10 Penalty for failing to notify shall result in a 25% reduction in payment for that period from Collin County.

5.8.4 ***4CP Program (Four Coincidental Peak)***

- 5.8.4.1 The QSE shall submit an offer to the County for consideration and approval prior to ERCOT enrolling us into the 4CP program each year.
- 5.8.4.2 Provide comprehensive turn-key solution for the 4CP program utilizing any required automated software and hardware system with dashboard controls for manual adjustment by Facilities staff.
- 5.8.4.3 Integrate into existing EMS/BAS environment leveraging existing connection standards such as BACnet, LON, OBIX or Modbus.
- 5.8.4.4 Facilities personnel will have real-time view of curtailment status through web-based interface.
- 5.8.4.5 Facilities personnel will have direct control to opt-in or opt-out buildings or control points to ensure compliance with curtailment event while maintaining occupant comfort through a web-based interface.

- 5.8.4.6 Facilities personnel will have the capability to throttle back (not off) air handling units.
- 5.8.4.7 The use of backup generation as a source of alternative electricity in a DR event is not a requirement.
- 5.8.4.8 Facilities personnel will have access to custom screens (web-based) displaying graphs and metrics such as Power Factor data in real-time from their existing BAS system.
- 5.8.4.9 The system shall have pre-programmed strategies imbedded in software to execute with no personnel intervention required.
- 5.8.4.10 The QSE shall provide DAILY email notifications with information related to the likelihood that the day will set a monthly peak. Notification when a curtailment will take place. Notification when to start curtail and when the peak has passed and to resume normal operations. A notification schedule will be developed to meet the requirements of the County. Preferable the first notification would be received by 9:00 a.m. each day and the afternoon notification by 2:30 p.m.
- 5.8.4.11 Describe how far in advance you can forecast a 4CP event.
- 5.8.4.12 Penalty for failing to notify will result in a 25% reduction in payment for that period from Collin County.
- 5.8.5 As part of system described above, the QSE shall:
  - 5.8.5.1 Serve as intermediary between The County and the applicable program operator.
  - 5.8.5.2 Provide enrollment data for approval a minimum of 21 days prior to first day the County can submit enrollment option and preferably 30 days prior.
  - 5.8.5.3 Work with The County at each intended facility to determine the demand response potential at that facility and the demand response procedure.
  - 5.8.5.4 Install and maintain all systems necessary to comply with demand response events.
  - 5.8.5.5 Provide 24/7/365 customer support.
  - 5.8.5.6 Monitor and manage all demand response events and event performance.
  - 5.8.5.7 Perform all measurements, verification and settlement with the applicable program operator.
  - 5.8.5.8 Pay The County for its participation in demand response programs.
  - 5.8.5.9 Be registered as a QSE with ERCOT as a QSE with Resources – As Qualified – Level 4.

## 6.0 PROPOSAL FORMAT

- 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. It shall be the responsibility of the offeror to insure that their proposal reaches Collin County Purchasing prior to the date/time for the opening no matter which submission method is used.
  - 6.1.2 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.

Proposal shall include but not be limited to information on each of the following:

## 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 providing service?
- 6.2.5 State how many and the locations where your product/services are in use.
- 6.2.6 Will subcontractors be used for this contract? If yes, please state the name of the Firm(s) and provide references for each subcontracted Firm.
- 6.2.7 Firm shall be registered as a QSE with ERCOT as a QSE with Resources Qualified – Level 4, provide documentation verifying.
- 6.2.8 Firm shall be an Aggregator bonded by State Distribution, please provide documentation verifying that you have been bonded.
- 6.2.9 What factors influence the revenue during the term of the agreement?
- 6.2.10 What penalties exist for under performance?

## 6.3 PROPOSED TEAM/STAFF & QUALIFICATIONS/EXPERIENCE/CREDENTIALS

- 6.3.1 Provide for each program, qualifications as well as experience information on key personnel that will be assigned to this project, i.e who will be the County's liaison for any issues on each program?
- 6.3.2 Provide documentation regarding ability of QSE compliance with Resources – Level 4.
- 6.3.3 Describe the timelines and milestones that must be met to ensure enrollment in the programs.
- 6.3.4 What support and training will be provided?

## 6.4 EQUIPMENT

- 6.4.1 Describe any equipment that must be installed to enable The County to participate in the ERS, CLM, and 4CP programs.
- 6.4.2 What IT and communication infrastructure will be required?
- 6.4.3 Describe the security infrastructure used to ensure the integrity of customer data and systems.
- 6.4.4 Detail the equipment and maintenance costs, if any, which will be the responsibility of The County.

## 6.5 PROPOSED PROJECT PLAN

- 6.5.1 Provide a project implementation plan for the proposed product(s)/service(s) to include all necessary components to render it a complete and operational system; showing, at a minimum, but not limited to the following areas:



- 6.5.1.1 For each program describe the step to implement the program
- 6.5.1.2 Installation of equipment , software, hardware if needed
- 6.5.1.3 Education and Training staff
- 6.5.1.4 For each program describe the continued support and customer services that will be provide

- 6.5.2 Provide a schedule on each phase of the proposed project showing each program. Include all high level tasks which require time in the process, such as County review, and identify the amount of time assumed for each task. Note: It is anticipated that work shall be performed during normal business hours (Monday – Friday, 8am – 5pm). Weekend and after hours work will need to be scheduled.

- 6.5.2.1 State how long any part of the system will be down for the cutover process during each phase.

- 6.5.3 Offeror shall work with the County to create a documented and technically sound curtailment strategy for each facility proposed to be enrolled in demand response programs. Describe key areas that need to be covered in the strategy, include it in the implementation plan and schedule.

## 6.6 REFERENCES

- 6.6.1 Provide a minimum of three (3) references. Include the following information for each reference; the name and address of the organization, as well as the name, position, email and telephone number of the contact in the referred organization.

- 6.6.1.1 Describe the services provided, the start date, months to complete and the total first year cost of project. Include organizations that have completed similar in scope projects in the last 2 years.

## 6.7 PRICING/FEES

- 6.7.1 The Proposal shall be structured as a revenue sharing contract, where revenue received from the programs will be shared between The County and the Proposer.
- 6.7.2 Provide an explanation of the total cost of the service(s) showing a breakdown by item for each program. Be sure<sup>3</sup> to include all items necessary to render project complete and operational.
  - 6.7.2.1 Total cost of services for each program first year. Show breakdown of pricing for each program.
  - 6.7.2.2 What percentage will the QSE take of the ERS?
  - 6.7.2.3 What percentage will the QSE take of the CLM?
  - 6.7.2.4 What percentage will the QSE take of the 4CP revenue?
  - 6.7.2.5 How much revenue can the County expect to receive during the five (5) year period of the agreement with the QSE from participating in ERS, CLM, and 4CP programs?

## 6.8 GENERAL BUSINESS REQUIREMENTS

- 6.8.1 Offeror shall provide a response for each of the requirements in section 5.7 – 5.9 and 6.0.

Provide a response for each item. 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

Include industry analyst evaluations of the products, either hardware or software, proposed within this solution.

Instructions for completing section:

[illegible]

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

During the 79<sup>th</sup> 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 84<sup>th</sup> Legislative Session. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with Collin County, including family, business, and financial relationships such persons may have with Collin County officers or employees involved in the planning, recommending, selecting and contracting of a vendor for this procurement.

For a copy of Form CIQ and

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

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

For a listing of current Collin County Officers:

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

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

Department:

Dan James - Facilities Maintenance Director

George King

Purchasing:

Michalyn Rains – CPPO, CPPB Purchasing Agent

Sara Hoglund, CPPB – Asst. Purchasing Agent

Geri Osinaike – Senior Buyer

Commissioners' Court:

Keith Self – County Judge

Susan Fletcher – Commissioner Precinct No. 1

Cheryl Williams – Commissioner Precinct No. 2

Chris Hill – Commissioner Precinct No. 3

Duncan Webb – Commissioner Precinct No. 4

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

## OFFICE USE ONLY

Date Received

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

**2** ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information 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.

## Request for Taxpayer Identification Number and Certification

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

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

<b>Part I Taxpayer Identification Number (TIN)</b> Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. <b>Note.</b> If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	<b>Social security number</b> [ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ][ ][ ] <b>or</b> <b>Employer identification number</b> [ ][ ] - [ ][ ][ ][ ][ ][ ][ ][ ][ ]
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<b>Part II Certification</b> Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	<b>Signature of U.S. person ▶</b>  <b>Date ▶</b>
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------

### General Instructions

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

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

### Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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