

COLLIN COUNTY

**AUDIO VISUAL FOR DISTRICT
CLERK'S JURY ROOM**

RFP 2018-231

**Courtney Wilkerson
Jack Hatchell Administration Building
2300 Bloomdale Road, Ste. 3160
McKinney, TX 75071**

**(P) 972-548-4113 (F) 972-548-4694
cwilkerson@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 until **2:00 P.M., Thursday, June 7, 2018**, for Request for Proposal **Audio Upgrade for District Clerk's Central Jury Room (RFP No. 2018-231)**. A pre-proposal conference will be conducted by Collin County on **Tuesday, May 22, 2018 2:30 p.m.** in the Russell A. Steindam Courts Building, District Clerk's Central Jury Room at 2100 Bloomdale Road, Suite 12010 McKinney, TX 75071. Proposers shall use lump sum pricing. Contractor must furnish a performance and payment bond within ten (10) consecutive calendar days following award of contract. Funds for payment have been provided through the Collin County budget approved by the Commissioner's Court for this fiscal year only. Proposers may obtain the RFP Documents at <https://collincountytx.ionwave.net>. Sealed proposals will be opened on **Thursday, June 7, 2018 at 2:00 P.M.** by the Purchasing Agent, 2300 Bloomdale, Suite 3160, McKinney, TX 75071. The Commissioners' Court reserves the right to reject any and all proposals.

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ATTENTION: CLASSIFIEDS
BILL TO: ACCOUNT NO 06100315-000
COMMISSIONERS' COURT

NOTICE TO PUBLISHERS: Please publish in your issue on **Thursday, May 10, 2018, and Thursday, May 17, 2018**. A copy of this notice and the publisher's affidavit must accompany the invoice when presented for payment.

NEWSPAPER: Plano Star Courier
DATE: May 7, 2018
FAX: 972-529-1684

Collin County, Texas

Bid Information

Bid Owner Courtney Wilkerson Senior Buyer
Email cwilkerson@co.collin.tx.us
Phone (972) 548-4113 x
Fax (972) 548-4694 x
Bid Number 2018-231
Title Audio Visual for District Clerk's
Central Jury Room
Bid Type RFP
Issue Date 05/08/2018
Close Date 6/7/2018 02:00:00 PM (CT)

Contact Information

Address 2300 Bloomdale Rd.
Ste. 3160
McKinney, TX 75071
Contact Courtney Wilkerson Senior Buyer
Department Purchasing
Building Admin. Building
Floor/Room Ste.3160
Telephone (972) 548-4113 x
Fax (972) 548-4694 x
Email cwilkerson@co.collin.tx.us

Ship to Information

Address
Contact
Department
Building
Floor/Room
Telephone
Fax
Email

Supplier Information

Company Name _____
Contact Name _____
Address _____

Telephone _____
Fax _____
Email _____

Supplier Notes

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

Signature _____ Date ____ / ____ / ____

Bid Notes

Please login to view documents. Collin County is requesting proposals from contractors for equipment and installation for Audio Visual for the District Clerk's Central Jury Room.

Bid Activities

Date	Name	Description
5/22/2018 02:30 PM (CT)	Pre-Proposal Meeting	A pre-proposal conference will be conducted by Collin County on Tuesday, May 22, 2018 at 2:30pm CST in the Russell A. Steindam Courts Building, District Clerk's Central Jury Room at 2100 Bloomdale Road, Suite 12010 McKinney, TX 75071.
5/25/2018 05:00 PM (CT)	Deadline to Submit Questions	Deadline to Submit Questions is Friday, May 25, 2018 at 5:00 pm CST.
6/1/2018 05:00 PM (CT)	Intent to Submit Proposal	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

#	Filename	Description
Header	LEGAL_NOTICE-AV.doc	Legal Notice
Header	General_Instructions_Proposals.docx	General_Instructions_Proposals
Header	Terms_of_Contract_Proposals.docx	Terms_of_Contract_Proposals
Header	Insurance updated 1-26-2015.doc	Minimum Insurance Requirements
Header	Audio Visual-Central Jury Room-FY2018-RFP-4-19 V5.docx	Specifications
Header	Attachment A - Pricing Sheet.xlsx	Attachment A - Pricing Sheet
Header	Attachment B - Collin County Cabling Standards.docx	Attachment B - Collin County Cabling Standards
Header	Exhibit A- Central Jury Room Plan.PDF	Exhibit A- Central Jury Room Plan
Header	Exhibit B-Central Jury Room Ceiling Plan.pdf	Exhibit B-Central Jury Room Ceiling Plan
Header	Payment Bond.pdf	Payment Bond
Header	Performance Bond.pdf	Performance Bond
Header	Information_Regarding_Conflict_of_Interest_Questionnaire-.docx	Information Regarding Conflict of Interest Questionnaire
Header	CIQ_113015.pdf	Conflict of Interest Questionnaire
Header	HB89 Verification.docx	HB89/Chapter 2270 Verification
Header	W9_2014.pdf	W-9

Bid Attachments Requested

The following attachments are requested with this opportunity

#	Required	Specified Attachment
1	YES	Proposal Response to Section 6.0
2	YES	Attachment A-Pricing Sheet
3	YES	W9
4	YES	HB89
5	NO	Conflict of Interest Questionnaire

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	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.

- | | | | |
|---|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| 2 | Exceptions | Do you take exceptions to the specifications. If so, by separate attachment, please state your exceptions.
Valid Responses: [Please Select], Yes, No | _____ (Required) |
| 3 | Insurance | I understand that the insurance requirements of this solicitation are required and a certificate of insurance shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract.

Please initial. | _____ (Required) |
| 4 | Subcontractors | State the business name of all subcontractors and the type of work they will be performing under this contract.

If you are fully qualified to self-perform the entire contract, please respond with "Not Applicable-Self Perform". | _____ (Required) |
| 5 | Reference No. 1 | List a company or governmental agency where these same/like products /services, as stated herein, have been provided.

Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. | _____ (Required) |
| 6 | Reference No. 2 | List a company or governmental agency where these same/like products /services, as stated herein, have been provided.

Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. | _____ (Required) |
| 7 | Reference No. 3 | List a company or governmental agency where these same/like products /services, as stated herein, have been provided.

Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. | _____ (Required) |
| 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.

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 | _____ (Required) |
| 9 | Preferential Treatment | The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident | _____ (Required) |

bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A).

1. Is your principal place of business in the State of Texas?

2. If your principal place of business is not in Texas, in which State is your principal place of business?

3. If your principal place of business is not in Texas, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage?

4. If your state favors resident bidders, state by what dollar amount or percentage.

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. _____ (Required)

I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable by Collin County.

Please initial.

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. _____ (Required)

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 Anti-Collusion Statement

Bidder certifies that its Bid/Proposal is made without prior understanding, agreement, or connection with any _____ (Required)

corporation, firm, or person submitting a Bid/Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

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

Please initial.

14 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.

15 Notification Survey

In order to better serve our offerors, the Collin County Purchasing Department is conducting the following survey. _____ (Required)
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

16 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.

17 Cooperative Contract Name

State the cooperative contract name this quote is offered _____ (Required) under. (i.e. TX DIR, TXMAS, TCPN, National IPA, Buyboard, TIPS/TAPS, etc.)

18 Cooperative Contract Number

State the cooperative contract number this quote is offered _____ (Required)

under.

19 Cooperative Contract Website

Please provide the website URL for the cooperative contract this quote is offered under.

_____ (Required)

Line Items

#	Qty	UOM	Description	Response
1			Complete Attachment A - Pricing Sheet	\$ _____ (Optional) No 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 (91st) day following public opening of submittals and only prior to award.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.18.3 have a satisfactory record of performance;

1.18.4 have a satisfactory record of integrity and ethics;

1.18.5 be otherwise qualified and eligible to receive an award.

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

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

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

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

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

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

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

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

2.0 TERMS OF CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.18.1 Collin County Purchase Order Number;

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

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

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

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

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

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

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

2.34 Delays and Extensions of Time when applicable:

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

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

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

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

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

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

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

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

3.0 INSURANCE REQUIREMENTS

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

3.1.1 **Commercial General Liability** insurance including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. 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: \$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 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 contractor, whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other factors set forth in the Request for Proposals in accordance with Vernon's Texas Code Annotated, Local Government 262.030.

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

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

The first part of the elevation process is to validate the completeness of the proposal and ensure that all the RFP guidelines and submittal requirements are met. Contractors may, at the discretion of the County, be contacted to submit clarifications or additional information within two business days. Incomplete or noncompliant RFPs may be disqualified.

Level 1 - Conformance with Mandatory Technical Requirements

Criteria assessed during Level 1:

The following items listed below are Collin County equipment manufacturer standards per Court Order No. 2018-170-02-26. No substitutions allowed.

- The video processing/switching/control equipment shall be AMX by Harman with no substitutions allowed.
- The audio digital signal processor shall be by Biamp Systems Corporation with no substitutions allowed.
- The network cabling system shall comply with Collin County's Panduit requirements and manufacturer shall be Panduit Corporation with no substitutions allowed.

Level 2 – Detailed Proposal Assessment

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

Points	Description
40	Response to General Business Requirements (Proposal Format Item 6.5)
25	Qualifications of Firm (Proposal Format Item 6.2; 6.3) References/Comparable Experience (Proposal Format Item 6.7; 6.9) Proposal Formatting (Proposal Format Item 6.0)

15	Warranty/Maintenance/Response Time (Proposal Format Item 6.6)
15	Project Plan/Timeline (Proposal Format Item 6.4; 6.8)
5	Attendance at Bid Pre-Proposal Meeting

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

Level 3 – Cost (Maximum 25 Points)

Contractors who are elevated to level 3 will have their points combined from level 2 for a maximum of 125 points total.

Points	Description
25	Total Cost including 1 year warranty and trade in value. (Proposal Format Item 6.10)

Level 4–Best and Final Offer

Contractors who are susceptible of receiving award will be elevated to Level 4 for Best and Final Offer. Contractor 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 may be re-evaluated based upon Criteria in level 2 and level 3.

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

5.0 SPECIAL CONDITIONS AND SCOPE OF SERVICES

- 5.1 Authorization: By order of the Commissioners’ Court of Collin County, Texas sealed proposals will be received for **Audio Visual for District Clerk’s Central Jury Room.**
- 5.2 Intent of Request for Proposal: Collin County’s intent of this Request for Proposal (RFP) and resulting contract is to provide contractors with sufficient information to prepare a proposal for equipment and installation for **Audio Visual for District Clerk’s Central Jury Room.**
- 5.3 Term: Provide for a term contract commencing on the date of the award and continuing until project is complete and enter into an annual maintenance agreement for the period of one (1) year or three (3) years.
- 5.4 Pre-Proposal Conference: A pre-proposal conference will be conducted by Collin County on **Tuesday, May 22, 2018 at 2:30pm CST** in the Russell A. Steindam Courts Building, District Clerk’s Central Jury Room at 2100 Bloomdale Road, Suite 12010 McKinney, TX 75071. It is the contractor’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 are encouraged to have a representative at the pre-proposal conference.

- 5.5 Point of Contact: Information regarding the purchasing process and the contents of this RFP may be obtained from the Collin County Department or email cwilkerson@co.collin.tx.us, Courtney Wilkerson, Senior Buyer.
- 5.6 Funding: Funds for payment have been provided through the Collin County budget approved by the Commissioners' Court for this fiscal year only. State of Texas statutes prohibit the County from any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that arise past the end of the current Collin County fiscal year shall be subject to budget approval.
- 5.7 Completion/Response Time: Contractor shall place product(s) and/or complete services at the County's designated location according to the schedule proposed by contractor in Section 6.8.
- 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.

Russell A. Steindam Courts Building
District Clerk's Central Jury Room
2100 Bloomdale Road, Suite 12010
McKinney, TX 75071

- 5.9 Freight/Delivery Charges: Any freight or delivery charges shall be included in the submitted pricing. No additional fees for delivery/freight/fuel surcharges or other fees shall be invoiced or paid by Collin County.
- 5.10 Samples/Demos: When requested, samples/demos shall be furnished free of expense to Collin County.
- 5.11 Approximate Value/Usage: Approximate usage does not constitute an order, but only implies the probable quantity the County will use. Estimated expenditure is \$68,000.
- 5.12 Background Check: All Contractor employees that will be working on site or by VPN shall pass a background check performed by Collin County before any work may be performed. The selected contractor shall be provided the required information for background checks.
- 5.13 Subcontractors: Contractor shall state names of all subcontractors and the type of work they will be performing. If an contractor fails to specify a subcontractor, then he shall be deemed to have agreed that he is fully qualified to perform the contract himself, and that he will fully perform the contract himself.

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

The successful bidder further agrees that Collin County and its agents, servants and employees shall not be liable for any loss or damage resulting from personal injury, physical loss, harassment of or discrimination against employee or other violations of the provisions of this

contract occasioned by the acts or omissions of the successful bidder’s sub-contractors, their agents or employees. The indemnification provisions of this contract shall apply to all sub-contractors.

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

5.15 **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 shall 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).

5.16 **PROPOSAL SCHEDULE**

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

RFP Released	Tuesday, May 8, 2018
Pre-Proposal Conference	Tuesday, May 22, 2018 at 2:30pm
Deadline for submission of questions	Friday, May 25, 2018 at 5:00pm
Proposals Due:	June 7, 2018 at 2:00pm
Award of RFP:	September 2018

5.17 **PURPOSE/SCOPE OF WORK**

Collin County is looking to upgrade all backend Audio Visual equipment and convert the Audio Visual equipment in the District Clerk’s Central Jury Room to digital.

The following items listed below are Collin County equipment manufacturer standards per Court Order No. 2018-170-02-26. No substitutions allowed.

- AMX
- BiAmp
- Panduit

Contractor shall have an opportunity to purchase all equipment removed from the courtrooms from Collin County. The total trade in value will be credited towards the total proposed cost. (For a complete list of equipment, Refer to Attachment A – Pricing Sheet) If the contractor does not wish to purchase this equipment from Collin County, contractor shall palletize and store said equipment in the Computer Parts warehouse located in the lower level of the Courthouse.

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

- A/V equipment Rack
- Two (2) Ceiling Projectors
- Two (2) Motorized Screens
- Two (2) Tv's
- Camera
- DVD player
- Dish Satellite Receiver
- Assisted Listening System
- Middle Atlantic Power Strip
- AMX NI-2100
- Programming for Touchpanel and Master Processor can be used and modified as necessary and shall have adequate working efficiency for new system.

Attached are the following drawings.

Exhibit A-Central Jury Room Plan

Exhibit B-Central Jury Room Ceiling Plan

5.18 GENERAL BUSINESS REQUIREMENTS

Contractor shall provide a response for each statement below.

5.18.1 REQUIREMENTS FOR AUDIO

The intention of these requirements is that the Central Jury proceedings to be heard comfortably by the participants. There shall be a way for the volume of each group's speakers to be independently adjusted up or down so that speakers and seated parties comfortably hear each other.

The existing audio system will be replaced and programmed accordingly:

- 5.18.1.1 Seated parties in gallery shall hear everything said by the Speaker, except when the Speaker has turned off his microphone and is legitimately speaking with parties or counsel outside of the jury room.
- 5.18.1.2 Seated parties in the gallery shall hear everything said from the podium.
- 5.18.1.3 Seated parties in the gallery shall hear everything said from the wired mic on the right side of the table and wireless mics, or as Speaker moves around the room.
- 5.18.1.4 Speaker at podium shall hear everything said from the wired and wireless mics, or as Speakers move around the room.
- 5.18.1.5 Speaker at Podium shall hear everything said from a party as a wireless mic is passed to a party in the gallery.
- 5.18.1.6 Seated parties in the gallery shall hear everything said from the Podium, except when Speaker at Podium has turned off his microphone and is legitimately speaking with parties or counsel outside the hearing of the parties in the gallery.
- 5.18.1.7 Speakers at the podium left and right areas of the tables shall hear everything said by the Speaker at the podium, except when Speaker has

- turned off his microphone and is legitimately speaking with parties or counsel outside of the jury.
- 5.18.1.8 Parties or counsel at the tables shall hear everything said from the other table, or as parties or counsel move around the room.
- 5.18.1.1.1 Audio from PC inputs will be fed to the AMX Multi-format Transmitters and routed from the AMX DGX chassis to the new DSP.

5.18.2 REQUIREMENTS FOR VIDEO

Parties in gallery shall see everything displayed on projector screens or TV.

- 5.18.2.1 System shall be able to accept, process, and switch digital and analog video sources utilizing VGA, DVI, HDMI, or Display Port connectivity.
- 5.18.2.2 System shall be able to output the appropriate digital video resolution to any display in the system regardless of source resolution utilizing HDMI, DVI, or Display Port for termination.
- 5.18.2.3 Provide both HDMI and VGA inputs as well as analog audio inputs in the form of a 3.5mm jack for laptop computers at areas indicated:
- 5.18.2.3.1 Left area table at Podium
- 5.18.2.3.2 Right area table at Podium
- 5.18.2.4 Provide 1 (One) HDMI and VGA input at areas indicated with proper adapter:
- 5.18.2.4.1 At Camera Location
- 5.18.2.5 All Signals shall be converted to DXLink and transmitted over Category 6a shielded cable plenum rated for 500Mhz which shall be provided by and installed by the awarded contractor.
- 5.18.2.6 All images displayed shall be viewable and legible by all members of the Central Jury and audience.
- 5.18.2.7 All images displayed shall be clear and sharp with no over scan, blurriness, image smear, blinking, or ghosting.

5.18.3 REQUIREMENTS FOR CONTROL

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

- 5.18.3.3 Room control processor shall be installed and programmed for the following functions for touchpanel and Contractor may use existing touchpanel code for modification to new touchpanel with added recommendations if needed:
- 5.18.3.3.1 Wall-mounted touch screen display: On/Off/Input Select with employee and guest password
 - 5.18.3.3.2 Microphones: Volume Control Up/Down, mute
 - 5.18.3.3.3 Audio: volume control up/down, mute
 - 5.18.3.3.4 Tuner: channel +/- with number keys to enter channel to send to displays. info, menu, guide, cancel, and also up/down, left/right, and select options
 - 5.18.3.3.5 DVD: up/down, left/right, and select options. Menu, clear, return, and send to displays option. Also play, pause, stop, rewind, and fast forward options.
 - 5.18.3.3.6 Camera: pan left and right, tilt up and down, zoom in and zoom out. Six (6) Presets with a save option and send to displays.
 - 5.18.3.3.7 Displays: projectors with east and west designations with options to power on, power off, screen up/screen down. TVs with power on and power off options.
 - 5.18.3.3.8 Switcher: inputs with PC, camera, satellite, and DVD. outputs with all, east projector, west projector, and TVs.

5.18.4 DESIGN REQUIREMENTS

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

5.18.5 INTEGRATION REQUIREMENTS

- 5.18.5.1 Integrate existing Camera, Projectors, DVD player, Dish Satellite Receiver, and TVs to new video subsystem with proper equipment and cables so that audio, except Camera, follows video when switching sources.
- 5.18.5.2 Integrate existing Williams Sound Assistive Listening to new audio subsystem.
- 5.18.5.3 Integrate existing AMX NI-2100 Controller to work with new subsystem.
- 5.18.5.4 The appearance of all courtrooms shall remain unchanged and be identical to the condition in which it was found prior to the start of work in that room.

5.18.6 INTERFACE REQUIREMENTS

- 5.18.6.1 Laptop inputs shall be able to accept inputs from the following display adapter types to include VGA, DVI, HDMI, Mini HDMI, Micro HDMI, Apple iPhone/iPad adapters, and Display Port. Compatibility with DVI, Display Port, Mini/Micro HDMI and Apple connectors may be accomplished with the use of adapters to be provided by the contractor.
- 5.18.6.2 Provide a list of adapters for the Central Jury staff to reference. This list shall be in both physical and electronic form.
- 5.18.6.3 Provide cabling from transmitters at left and right area tables, at podium, for external devices such as laptops for both HDMI and VGA with 3.5mm audio connections.

5.18.7 TESTING REQUIREMENTS

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

5.18.8 PHYSICAL AND IMPLEMENTATION REQUIREMENTS

- 5.18.8.1 Responsible for mounting of all ceiling recessed speakers in the Central Jury Room and shall provide all necessary hardware and incidentals to meet this requirement.

- 5.18.8.2 Responsible for mounting of all equipment in the rack and shall provide all necessary hardware and incidentals for such.
- 5.18.8.3 Responsible for providing, running and terminating all required cabling.
- 5.18.8.4 Any network cabling required by the new system from the Central Jury Room and IDF room to the Audio Visual closet shall be new Shielded Cat6a Plenum and shall be terminated as necessary to either the switch for network access or the rack mounted equipment.
- 5.18.8.5 Label all cables with locations and switch connections per Attachment B- Collin County cabling standards.
- 5.18.8.6 All new Cat6a cable shall be terminated with or for RJ-45 connections.
- 5.18.8.7 All work shall be performed during normal business hours (Monday – Friday, 8am – 5pm). Weekend and after hours work, will not be permitted.
- 5.18.8.8 Add all necessary buttons to the new touchpanel as referenced by the old touchpanel.

5.18.9 OTHER REQUIREMENTS

- 5.18.9.1 All programming code belongs to Collin County and shall be provided to the Collin County Audio/Visual Administrator upon completion of the project along with a copy of the programming software.
- 5.18.9.2 Provide a single point of contact to act as Project Manager on their behalf.
- 5.18.9.3 Provide to Collin County a complete list of all configuration settings used within all devices.
- 5.18.9.4 All technical communication of any kind shall go through the contractors' Project Manager, the Collin County Project Manager, and the Collin County Audio/Visual Administrator.
- 5.18.9.5 Contractor shall have an office located within 2 (Two) hours of the site so that they may provide onsite support within the specified time limit of the warranty.
- 5.18.9.6 Collin County is requesting that the contractor review all AMX programming code including Resource Management Suite (RMS) for recommendations on improved functionality or capability such as remote monitoring and control.
- 5.18.9.7 Provide all new equipment for this project. None of the required equipment shall be refurbished, or reused.
- 5.18.9.8 Provide offsite storage for all equipment purchased for this project and shall be responsible for theft or damage to the equipment until final acceptance of the project. Collin County will not provide any onsite storage.
- 5.18.9.9 Review RFP requirements for completeness and accuracy in order to ensure a full and properly functioning system upon completion. Please note that no amendments shall be allowed once proposal has been accepted by Collin County. If the contractor misses a piece of equipment, requirement, incompatibility, or service required for a

complete and functioning solution it shall be their responsibility to correct it at their own expense whether by purchasing the missing components or performing the required labor.

- 5.18.9.10 Submit product data sheets for all proposed items to Collin County at the time of RFP.
- 5.18.9.11 Program the system with all necessary code for AMX RMS and shall include all available features of RMS. Collin County already possesses the required Software and hardware for AMX RMS.
- 5.18.9.12 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

5.18.10 EQUIPMENT – AUDIO & VIDEO CONNECTIVITY

- 5.18.10.1 All audio and video connections between the Central Jury Room and the equipment rack shall adhere to accepted industry standards.
- 5.18.10.2 All existing audio cabling will be inspected if reusable or if needs replacing. Consideration of ohm impedance for proper American Wire Gauge.
- 5.18.10.3 All new audio cabling and speakers to be provided proper mounting and hardware.
- 5.18.10.4 Refer to Attachment A - Pricing Sheet for list of materials. Be sure to include all items necessary to render project complete and operational.

5.18.11 EQUIPMENT-AUDIO

- 5.18.11.1 Provide One (1) wired gooseneck desktop microphones which shall be installed at the following positions:
 - 5.18.11.1.1 Provide One (1) at Podium (Shure MX412DC)
- 5.18.11.2 Provide One (1) wired microphone which shall be installed at the following positions:
 - 5.18.11.2.1 Provide One (1) at right table looking at Podium (Shure SM58-CN)
- 5.18.11.3 Provide One (1) wireless microphone receiver which shall be installed at the following positions:

- 5.18.11.3.1 Contractor shall provide recommendation of wireless microphone receiver (QLXD124/85) and detail location in RFP submittal.
- 5.18.11.4 Provide One (1) audio digital signal processor which shall be installed in the equipment rack. This device shall be programmed to control the microphones to provide a consistent volume level throughout the Jury Room. The audio digital signal processor shall also mute all microphones, (TesiraForte Dan CI).
- 5.18.11.5 Provide One (1) eight channel audio amplifier which shall be installed in the equipment rack to power the speakers (QSC CX108V).
- 5.18.11.6 Provide Thirty (30) speakers shall be installed into the ceiling above the following existing positions and follow same pattern in ceiling for new positioned speakers in ceiling (JBL 26CT).

5.18.12 EQUIPMENT-VIDEO

- 5.18.12.1 Provide Two (2) receivers (DXLink HDMI Receiver Module) for the existing Two (2) projectors which shall be reutilized.
- 5.18.12.2 Provide Two (2) receivers (DXLink HDMI Receiver Module) for the existing Two (2) TV's which shall be reutilized.
- 5.18.12.3 Provide One (1) Transmission (DXLink Multi-Format Transmitter) for the existing One (1) camera which shall be reutilized to view Speaker at Podium.
- 5.18.12.4 Provide One (1) VGA and HDMI connection terminal with audio input which shall be installed in the Left table area, and One (1) Transmission (DXLink Multi-Format Transmitter).
- 5.18.12.5 Provide One (1) VGA and HDMI connection terminal with audio input which shall be installed in the Right table area, and One (1) Transmission (DXLink Multi-Format Transmitter).
- 5.18.12.6 Provide One (1) Video switcher (DGX800-ENC) shall be installed to switch between the HDMI/VGA video sources. Existing programming shall be reutilized/modified to work with upgraded equipment.
- 5.18.12.7 Provide One (1) Wall Mounted TouchPanel Control (AMX-MSD701-L2) which shall replace existing touchpanel. The new touchpanel will be installed where existing touchpanel is located, location is designated on Exhibit A-Central Jury Room Plan.
- 5.18.12.8 Provide One (1) AMX-DGX-O-DXL.
- 5.18.12.9 Provide One (1) AMX-DGX-I-HDMI.
- 5.18.12.10 Provide One (1) AMX-DGX-AIE.

5.19 MAINTENANCE/WARRANTY REQUIREMENTS

Provide a One (1) year warranty on all products and workmanship beginning at the time of final project acceptance by both parties. Any equipment needing to be replaced shall be replaced with brand new if failure occurs within the first 90 days. Warranty shall include defects in workmanship and material. During warranty period, supplier shall also replace or repair, free of charge, any equipment proven to be defective in workmanship or material. Owner furnished equipment shall be exempt from this warranty. Contractor shall provide cost for optional extended warranty and exchange policy through equipment manufacturers.

5.20 WARRANTY-RESPONSE TIME

5.20.1 All items reported shall receive a response via phone within Two (2) hours from the date/time of original notice of issue.

5.20.2 All items reported that require onsite repair/replace, technician shall be onsite within 24 hours (next Business Day) from the date/time of original notice of issue. (Phone call, online request, etc.)

5.21 TRAINING REQUIREMENTS

5.21.1 Provide Two (2) hours of training to the courtroom staff on operation of all aspects of the completed system.

5.21.2 Provide minimum Eight (8) hours of onsite hands on training to the county Audio/Visual Administrator and Two (2) alternates on operation, troubleshooting, and configuration of completed system.

6.0 PROPOSAL FORMAT

In accordance with the directions below, contractor shall provide a response for each item in Sections 5.18-5.20 and 6.2-6.10 in order and include item numbers in response. Answer all questions fully, clearly, and concisely, giving complete information. Do not skip items. Do not refer to other parts of your proposal for the answers. You may not modify either the order or language of the question. Responses shall include a statement of “agree”, “confirmed”, “will provide”, “not applicable”, or “exception taken” along with any additional information. If an item is “not applicable” or “exception taken”, contractor shall state that and refer to Section 7.0 Exceptions, with explanation.

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

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

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

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

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

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

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

6.2 FIRM OVERVIEW

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

6.2.1 A descriptive background of your company’s history.

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

6.2.3 What is your primary line of business?

6.2.4 How long have you been selling product(s) and/or providing service(s)?

6.2.5 State how many and the locations where your product/services are in use.

6.2.6 Provide a list of other projects that you are currently involved with or will be involved with.

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

6.3.1 Contractor is requested to provide qualifications as well as experience information on Contractor's key personnel.

6.4 PROPOSED PROJECT PLAN

6.4.1 Contractor is requested to identify the proposed product(s)/service(s) to include but not limited to the following areas:

6.4.1.1 Project to include all necessary components to render it complete and operational;

6.4.1.2 Project Plan to include:

6.4.1.2.1 Installation to include configuration and programming details

6.4.1.2.2 Education and Training

6.4.1.2.3 Testing and Support

6.4.1.2.4 Impact on current system

6.4.1.2.5 Warranty/Maintenance

6.4.1.2.8 As Built Diagrams

6.5 GENERAL BUSINESS REQUIREMENTS

6.5.1 Contractor shall provide a response for each of the requirements in Section 5.18 in order and include item numbers in response. Any exceptions shall be stated in Section 7.0.

6.5.2 Contractor shall follow format outlined in Section 6.0 when submitting responses.

6.6 MAINTENANCE/WARRANTY/RESPONSE TIME

6.6.1 Contractor shall provide a response for each of the requirements in Section 5.19-5.20 in order and include item numbers in response. Any exceptions shall be stated in Section 7.0.

6.6.2 Contractor shall follow format outlined in Section 6.0 when submitting responses.

6.7 REFERENCES

6.7.1 Contractor is requested to include at least three (3) references with names, addresses, email addresses, and telephone numbers and description of the project. References with similar projects and users are preferred.

6.8 TIME SCHEDULE

6.8.1 Collin County’s preference is for the contractor to complete the demo of the old system and install/test the new system for acceptance within two (2) weeks. Contractor shall provide a time schedule on for the project outlining each phase of the proposed project beginning with program development and ending with the date of operation. The schedule shall include all tasks that will require time in the process, such as County review (identify amount of time assumed for each task). All work shall be performed during normal business hours (Monday – Friday, 8am – 5pm). Weekend and after hours work will not be permitted.

6.9 OTHER PROJECTS INVOLVED WITH

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

6.10 PRICING/FEES

- 6.10.1 See Attachment A for Pricing Sheet. Be sure to include all items necessary to render project complete and operational.
- 6.10.2 State Cost for Maintenance/Warranty for 1 Year.
- 6.10.3 State Cost for Maintenance/Warranty for 3 Years (Optional).

7.0 EXCEPTIONS

Instructions for completing section:

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

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



RFP No. 2018-231
Audio Visual for District Clerk's Central Jury Room
Attachment A - Pricing Sheet

Description	Recommended Manufacturer Part/Model No.	State Manufacturer Part/Model No. Bid	State price per item (each)	Project Total	Total Price
Video					
AMX Dxlink Multi-Format Transmitter Module	FG1010-310			3	\$0.00
AMX MSD701-L2 Wall Mounted TouchPanel Control	FG2265-32			1	\$0.00
AMX DXLink HDMI Receiver Module	FG1010-500			4	\$0.00
AMX DGX800-ENC	FG1061-08			1	\$0.00
AMX DGX-O-DXL	FG1058-580			1	\$0.00
AMX DGX-I-HDMI	FG1058-540			1	\$0.00
AMX DGX-AIE	FG1058-705			1	\$0.00
Audio					
Wired gooseneck desktop Microphone at Podium	Shure MX412DC			1	\$0.00
Wired Microphone	Shure SM58-CN			1	\$0.00
Wireless Microphone Receiver	QLXD124/85			1	\$0.00
Eight channel audio amplifier	OSC CX108V			1	\$0.00
Ceiling mount speakers	JBL 26CT			30	\$0.00
Biamp Digital Signal Processor	TesiraForte Dan CI			1	\$0.00
Miscellaneous					
HDMI Cables				2	\$0.00
VGA with 3.5 mm audio cables				2	\$0.00
AMX EXB-REL8	FG2100-20			1	\$0.00
Microphone Cables					\$0.00
Line Level Cables					\$0.00
Speaker Cables					\$0.00
Adapters					\$0.00
					\$0.00
					\$0.00
					\$0.00
Installation Fees					
1 year warranty				1	\$0.00
3 year warranty (optional)					\$0.00
Project Total (without Trade In and with 1 year warranty)					
					\$0.00
Project Total (without Trade In and with optional 3 year warranty)					
					\$0.00



RFP No. 2018-231
 Audio Visual for District Clerk's Central Jury Room
 Attachment A - Pricing Sheet

Description	Recommended Manufacturer Part/Model No.	State Manufacturer Part/Model No. Bid	State trade in value per item (each)	Project Total	Total Price
<i>Collin County Existing Equipment</i>					
<i>Podium, Right Table Underneath</i>					
Extron RGB 192 Interface with audio				1	\$0.00
<i>Podium Back Center Column Left Wall</i>					
AMX NXD Wall Mounted TouchPanel Control				1	\$0.00
<i>Tv's on Columns</i>					
KanexPro vga to hdmi with audio converter				2	\$0.00
<i>Room Control</i>					
Extron Crosspoint 300 124 HVA				1	\$0.00
Extron DA6 RGB/YUV HV				1	\$0.00
Extron IN1502 Video Scaler				2	\$0.00
<i>Audio</i>					
Wired gooseneck desktop Microphone at Podium MX412D/C				1	\$0.00
Shure SM58 mic				1	\$0.00
EV wireless mic				1	\$0.00
EV RE2 Wireless Receiver				1	\$0.00
Extron Ceiling mount speakers				24	\$0.00
Biamp Digital Signal Processor Nexia CS				1	\$0.00
QSC CX204V Amplifier				1	\$0.00
<i>Network Switch</i>					
Cisco Catalyst 3500 series XL Switch				1	\$0.00
<i>Miscellaneous</i>					
RGBHV Cables					\$0.00
Video Cables					\$0.00
<i>Trade In Total</i>					\$0.00
<i>Project Total (without Trade In and with 1 year warranty)</i>					\$0.00



RFP No. 2018-231
Audio Visual for District Clerk's Central Jury Room
Attachment A - Pricing Sheet

*Project Total (without Trade In and
with optional 3 year warranty)*

				\$0.00
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Network Cabling General Requirements:

- All work done is to be based on Collin County standards and Industry best practices. Where the two diverge the Collin County lead will be responsible for making the decision on which to use.
- Vendor is responsible for labeling all equipment and connections according to Collin County specifications.
- Vendor will provide all cable needed for the horizontal cable runs to the IDFs.
- Vendor will provide all equipment included on the bill of materials and any accessories needed.
- Cables will be bundled using Velcro.
- Vendor will terminate all cables on Panduit data jacks at both ends, cables will be terminated on angled Panduit patch panels in the IDF, and there will be no home run connections allowed.
- Vendor will install Collin County provided Panduit patch cables from the patch panels to the Collin County provided Cisco network switches.
- Vendor will test each cable connection and provide Collin County with a soft copy and hard copy of test results.
- Vendor will provide Collin County with a patch matrix indicating where each network drop is patched to on the switch. Which should be one for one (port 1 on pp should be port 1 on switch, port 48 on patch panel should be port 48 on switch etc.)
- Each cable is to be labeled at each end using Panduit Label maker or other label maker, no hand written labels.
- Vendor will provide all tools needed to complete the work as prescribed.
- Vendor will trouble shoot and resolve any problems that arise as part of this project.
- Any deviations from the design drawings must be approved by Collin County.
- All personnel working on site at all Collin County Facilities must agree to follow all Collin County rules and regulations.

Installation Requirements

Cables shall be terminated on Panduit data jacks at both ends using the TIA/EIA 568-B cabling standard, alternating blue and white. In the IDF/MDF the cables shall be terminated on existing Panduit patch panels, where possible. Ladder racks shall be used for routing the cabling, where they are in place. Cable terminations shall be tested and verified to be equal to or better performance than the manufacturer’s specifications. Contractor shall provide Collin County with both hard and soft copies of the test results.

Contractor shall patch cables from patch panel to the network switch ports as assigned by Collin County. Patch cables shall be Panduit Cat 6 cables of sufficient length to be routed through existing cable management. Cables must be routed through the vertical and horizontal cable managers in a manner to cause the patch cables to be parted in the middle on the switches, i.e. ports 1 – 24 will be routed from the left vertical manager and ports 25 – 48 routed from the right vertical manager. The top row of switch ports shall be routed through the horizontal manager above the switch, the bottom row of switch ports shall be routed through the horizontal manager below the switch. If for some reason this is not possible Collin County IT will provide guidance.

The Collin County Infrastructure Team must inspect and approve all cabling.

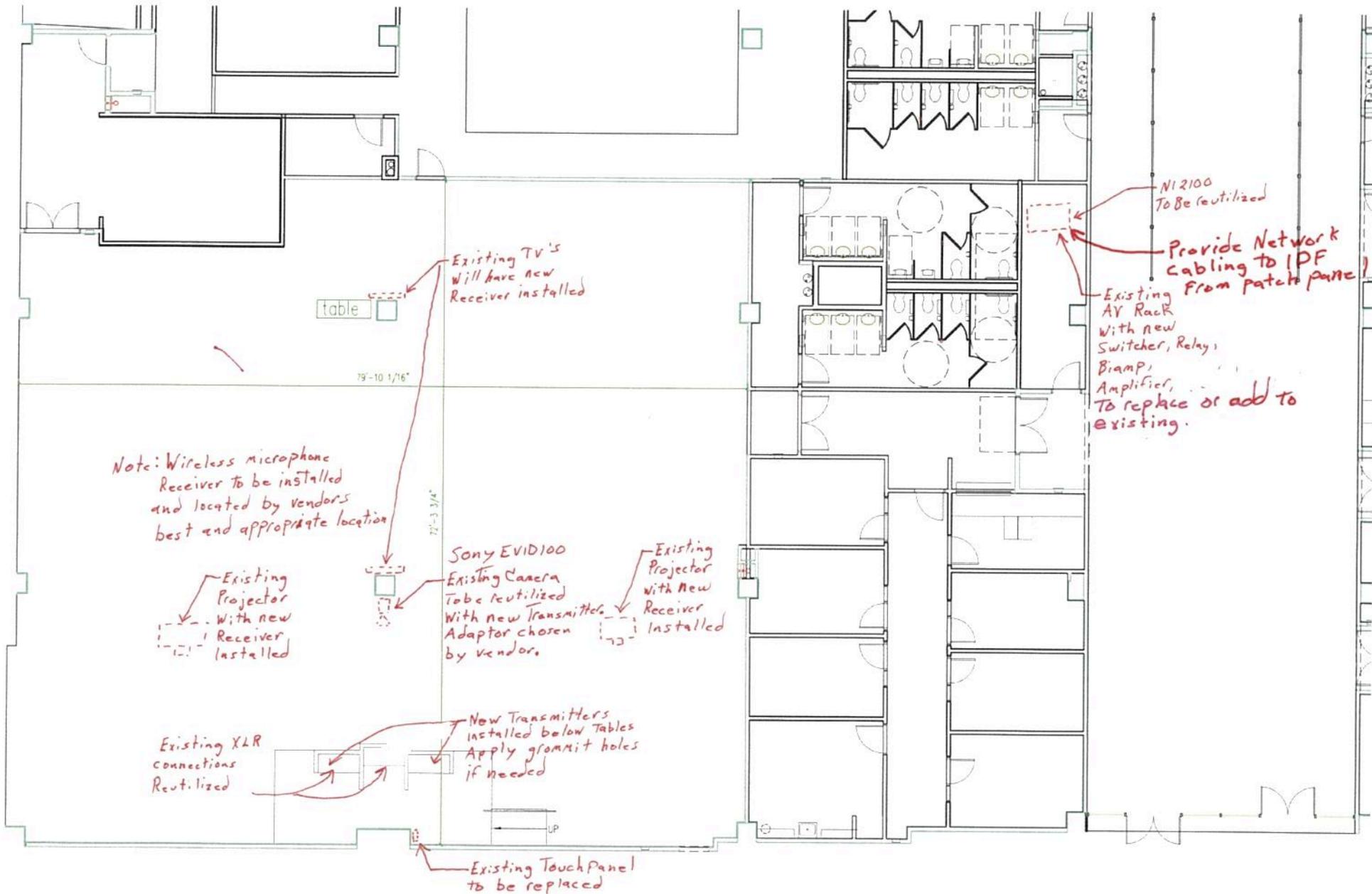
Bill of Materials

Contractor shall install Panduit or comparable Cat 6 Plenum cable for horizontal cabling to MDF/IDF, horizontal cable shall be blue. Horizontal cabling shall be installed using industry best practices.

Blue Panduit data jacks	CJ688TGBU
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White Panduit data jacks	CJ688TGWH
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Exhibit A- Central Jury Room Plan



PAYMENT BOND

STATE OF TEXAS §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

That _____, a corporation organized and existing under the laws of the State of _____, and fully authorized to transact business in the State of Texas, whose address is _____ of the City of _____ County of _____, and State of _____, (hereinafter referred to as "Principal"), and _____ (hereinafter referred to as "Surety", a corporation organized under the laws of the State of _____ and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto _____ (hereinafter referred to as "Owner") and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, in the penal sum of _____ Dollars (\$ _____) (not less than 100% of the approximate total amount of the Contract as evidenced in the proposal) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____, 20____, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of _____.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that the bond guarantees the full and proper protection of all claimants supplying labor and material in the prosecution of the work provided for in said Contract and for the use of each claimant, and that conversely should the Principal faithfully perform said Contract and in all respects duly and faithfully observe and perform all and singular the covenants, conditions, and agreements in and by said Contract, agreed to by the Principal, and according to the true intent and meaning of said Contract and the claims and specifications hereto annexed, and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modification to Surety being hereby waived, then this obligation shall be void; otherwise, to remain in full force and effect. Provided further, that if any legal action be filed on this Bond, venue shall lie in Collin County, Texas.

"PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions Texas Government Code, Chapter 2253, as amended, and Chapter 3503 of the Texas Insurance Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any Change Order or supplemental agreement which increases the Contract price with or without notice to the Surety and that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____ 20_____.

WITNESS

PRINCIPAL

Printed/Typed Name _____

Title: _____

Company: _____

Address: _____

SURETY

Printed/Typed Name _____

Title: _____

Company: _____

Address: _____

WITNESS

The Resident Agent of the Surety for delivery of notice and service of process is:
Name: _____
Address: _____
Phone Number: _____

Note: Date of Bond must NOT be prior to date of contract.

PERFORMANCE BOND

STATE OF TEXAS §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

That _____, a corporation organized and existing under the laws of the State of _____, and fully authorized to transact business in the State of Texas, whose address is _____ of the City of _____ County of _____, and State of _____, (hereinafter referred to as "Principal"), and _____ (hereinafter referred to as "Surety", a corporation organized under the laws of the State of _____ and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto _____ (hereinafter referred to as "Owner") and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, in the penal sum of _____ Dollars (\$ _____) (not less than 100% of the approximate total amount of the Contract as evidenced in the proposal plus 10-percent of the stated penal sum as an additional sum of money representing additional court expenses, attorneys' fees, and liquidated damages arising out of or connected with the below identified Contract) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____, 20____, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of _____.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal fully and faithfully executes the work and performance of the Contract in accordance with the plans specifications, and Contract Documents, including any extensions thereof which may be granted with or without notice to Surety, during the original term thereof, and during the life of any guaranty required under the Contract, and according to the true intent and meaning of said Contract and the plans and specifications hereto annexed, if the Principal shall repair and/or replace all defects due to faulty materials or workmanship that appear within a period of one year from the date of final completion and final acceptance of the work by OWNER; and if the Principal shall fully indemnify and save harmless the OWNER from all costs and damages which OWNER may suffer by reason of failure to so perform herein and shall fully reimburse and repay OWNER all outlay and expense which the OWNER may incur in making good any default or deficiency, then this obligation shall be void; otherwise, to remain in full force and effect; and in case said CONTRACTOR shall fail to do so, it is agreed that the OWNER may do said work and supply such materials and charge the same against said CONTRACTOR and Surety on this obligation. Provided further, that if any legal action be filed on this Bond, venue shall lie in _____ Collin County, Texas.

"PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions Texas Government Code, Chapter 2253, as amended, and Chapter 3503 of the Texas Insurance Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any Change Order or supplemental agreement which increases the Contract price with or without notice to the Surety, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decrease the penal sum of the Bond. And further that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder.

Surety agrees that the bond provides for the repairs and/or replacement of all defects due to faulty materials and workmanship that appear within a period of one (1) year from the date of completion and acceptance of the improvement by the OWNER.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____ 20_____.

WITNESS

PRINCIPAL

Printed/Typed Name _____

Title: _____

Company: _____

Address: _____

WITNESS

SURETY

Printed/Typed Name _____

Title: _____

Company: _____

Address: _____

The Resident Agent of the Surety for delivery of notice and service of process is:
Name: _____
Address: _____
Phone Number: _____

Note: Date of Bond must NOT be prior to date of contract.

INFORMATION REGARDING CONFLICT OF INTEREST QUESTIONNAIRE

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

For a copy of Form CIQ and CIS:

http://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

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

For a listing of current Collin County Officers:

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

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

Department/Evaluation Team:

Caren Skipworth, Chief Information Officer
Steve Ganey, Assistant Director of IT
Christina Divers, IT Senior Manager
Casey Stone, Infrastructure Supervisor
Steven Abrego, Audio/Visual Administrator
Tammy Mueller, Senior Administrator
Cindy Watson, Chief Deputy Clerk
Lynne Finley, District Clerk

Purchasing:

Michalyn Rains, CPPB, CPPO – Purchasing Agent
Michelle Charnoski, CPPB – Asst. Purchasing Agent
Courtney Wilkerson, Senior Buyer

Commissioners' Court:

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

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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

CHAPTER 2270 VERIFICATION

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

(COMPANY)

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

TITLE

