



# Collin County Purchasing

**2019-096**

## **Services, Controls Integrator**

Issue Date: 1/8/2019

Questions Deadline: 1/25/2019 03:00 PM (CT)

Response Deadline: 1/31/2019 02:00 PM (CT)

Collin County Purchasing

### **Contact Information**

Contact: JD Griffin, CPPB Buyer II

Address: 2300 Bloomdale Rd.

Ste. 3160

Purchasing

Admin. Building

Ste.3160

McKinney, TX 75071

Phone: (972) 548-4116 x

Fax: (972) 548-4694 x

Email: [jgriffin@co.collin.tx.us](mailto:jgriffin@co.collin.tx.us)

## Event Information

Number: 2019-096  
Title: Services, Controls Integrator  
Type: Request for Proposal - Other  
Issue Date: 1/8/2019  
Question Deadline: 1/25/2019 03:00 PM (CT)  
Response Deadline: 1/31/2019 02:00 PM (CT)  
Notes: Please login to view documents.

## Ship To Information

Address: See Purchase Order  
McKinney, TX 75071

## Billing Information

Address: 2300 Bloomdale Rd.  
Ste. 3100  
Auditor  
Admin. Building  
Ste. 3100  
McKinney, TX 75071

## Bid Activities

### Mandatory Pre-Proposal Conference

1/16/2019 10:00:00 AM (CT)

A mandatory pre-proposal conference will be conducted by Collin County on Tuesday, January 16, 2019 at 10:00 A.M. in the Collin County Central Plant 2nd Floor Conference Room, 4600 Community Ave, McKinney, TX 75071. This is to provide an opportunity for all interested contractors to ask questions, receive clarification and additional documentation and tour the facility. It is the offeror's responsibility to review the documents to gain a full understanding of the requirements of the RFP. All contractors desiring to submit a proposal should have a representative at the pre-proposal conference; contractors that do not attend the pre-proposal conference shall not be considered in the evaluation for award of a contract per Texas Local Government Code 262.0256. Attendance shall be mandatory at the pre-proposal conference.

### Intent to Submit Proposal

1/25/2019 5:00:00 PM (CT)

Do you intend to submit proposal?

## Bid Attachments

### LEGAL NOTICE\_2019-096.doc

Legal Notice

[Download](#)

### General\_Instructions\_Proposals.docx

General\_Instructions\_Proposals

[View Online](#)

### Terms\_of\_Contract\_Proposals.docx

Terms\_of\_Contract\_Proposals

[View Online](#)

### Insurance updated 1-26-2015.doc

Minimum Insurance Requirements

[View Online](#)

### 2019-096\_RFP Specifications.docx

RFP Specifications

[View Online](#)

### HB23 CIQ.docx

Information Regarding Conflict of Interest Questionnaire

[View Online](#)

**CIQ\_113015.pdf**

Conflict of Interest Questionnaire

[View Online](#)

**HB89 Verification.docx**

HB89/Chapter 2270 Verification

[Download](#)

**W9\_2014.pdf**

W-9

[View Online](#)

## Requested Attachments

### Level 1 Requirement: Niagara and Tridium Certification

*(Attachment required)*

### Proposal Response to Section 6.0

*(Attachment required)*

### W-9

*(Attachment required)*

### 2270 Verification

*(Attachment required)*

### Conflict of Interest Questionnaire

## Bid Attributes

### 1 eBid Notice

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. Please initial.

*(Required: Maximum 1000 characters allowed)*

### 2 Contact Information

List the contact name, email address and phone number of the main person(s) Collin County should contact in reference to this solicitation. Contact(s) shall be duly authorized by the company, corporation, firm, partnership or individual to respond to any questions, clarification, and or offers in response to this solicitation.

*(Required: Maximum 4000 characters allowed)*

### 3 Exceptions

Do you take exceptions to the specifications. If so, by separate attachment, please state your exceptions.

Yes  No

*(Required: Check only one)*

**4 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: Maximum 1000 characters allowed)*

**5 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: Maximum 4000 characters allowed)*

**6 Reference No. 1**

List a company or governmental agency where these same/like products /services, as stated herein, have been provided. Texas references preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Required: Maximum 4000 characters allowed)*

**7 Reference No. 2**

List a company or governmental agency where these same/like products /services, as stated herein, have been provided. Texas references preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Required: Maximum 4000 characters allowed)*

**8 Reference No. 3**

List a company or governmental agency where these same/like products /services, as stated herein, have been provided. Texas references preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.

---

---

---

---

---

---

---

---

*(Required: Maximum 4000 characters allowed)*

**9 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?

Yes  No

*(Required: Check only one)*

**10 Preferential Treatment**

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

---

---

---

---

---

---

---

---

*(Required: Maximum 4000 characters allowed)*

**11 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. Please initial.

---

---

---

---

*(Required: Maximum 1000 characters allowed)*

**1**  
**2** **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. 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.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Required: Maximum 1000 characters allowed)*

**1**  
**3** **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. Please initial.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Required: Maximum 1000 characters allowed)*

**1**  
**4** **Anti-Collusion Statement**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Required: Maximum 1000 characters allowed)*

**1**  
**5** **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. Please initial.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Required: Maximum 1000 characters allowed)*

<b>1 6</b>	<p><b>Notification Survey</b></p> <p>In order to better serve our offerors, the Collin County Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Should you have any questions or require more information please call (972) 548-4165. How did you receive notice of this request?</p> <p> <input type="checkbox"/> Plano Star Courier   <input type="checkbox"/> Plan Room   <input type="checkbox"/> Collin County eBid Notification   <input type="checkbox"/> Collin County Website  <input type="checkbox"/> Other </p> <p><i>(Required: Check only one)</i></p>
----------------	--

<b>1 7</b>	<p><b>Cooperative Contract Name</b></p> <p>State the cooperative contract name this quote is offered under. (i.e. TX DIR, TXMAS, TCPN, National IPA, Buyboard, TIPS/TAPS, etc.) If none, answer N/A.</p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <p><i>(Required: Maximum 4000 characters allowed)</i></p>
----------------	--

<b>1 8</b>	<p><b>Cooperative Contract Number</b></p> <p>State the cooperative contract number this quote is offered under. If none, answer N/A.</p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <p><i>(Required: Maximum 4000 characters allowed)</i></p>
----------------	--

<b>1 9</b>	<p><b>Cooperative Contract Website</b></p> <p>Please provide the website URL for the cooperative contract this quote is offered under. If none, answer N/A.</p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <p><i>(Required: Maximum 1000 characters allowed)</i></p>
----------------	---

<b>2 0</b>	<p><b>Proposer Acknowledgement</b></p> <p>Proposer acknowledges, understands the specifications, any and all addenda, and agrees to the proposal terms and conditions and can provide the minimum requirements stated herein. Offeror acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Proposal submittal resulting from Proposer's failure to do so. Proposer acknowledges the prices submitted in this Proposal have been carefully reviewed and are submitted as correct and final. If Proposal is accepted, vendor further certifies and agrees to furnish any and all products/services upon which prices are extended at the price submitted, and upon conditions in the specifications of the Request for Proposal. Please initial.</p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <p><i>(Required: Maximum 1000 characters allowed)</i></p>
----------------	---

**Bid Lines**

<b>1</b>	<b>State Hourly Rate for Services-Integrator</b>		
	<i>(Response required)</i>		
	Quantity: <u>  1  </u>	UOM: <u> hour </u>	Unit price: \$ <input type="text"/>
	Item Notes: Refer to Section 6.8.1		Total: \$ <input type="text"/>
Supplier Notes: _____		<input type="checkbox"/> No bid <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>	
_____			

<b>2</b>	<b>State percentage mark-up above actual cost to contractor for any parts furnished.</b>	
	<i>(Response required)</i>	
	Item Notes: Refer to Section 6.8.2	Total: <input type="text"/> %
	Supplier Notes: _____	<input type="checkbox"/> No bid <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>
_____		



## 1.0 GENERAL INSTRUCTIONS

### 1.0.1 Definitions

1.0.1.1 Offeror: refers to submitter.

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

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

1.0.1.4 RFP: refers to Request for Proposal.

1.0.1.5 CSP: refers to Competitive Sealed Proposal

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

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

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

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

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

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

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

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

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

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

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

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

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

1.13.1 Addenda will be transmitted to all that are known to have received a copy of the RFP/CSP and related Specifications. However, it shall be the sole responsibility of the Bidder/Quoter/Offeror to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. **Collin County eBid** <https://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 56<sup>th</sup> Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

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

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

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

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

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

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

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

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

2.18.1 Collin County Purchase Order Number;

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

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

2.19 Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.

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

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

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

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

2.34 Delays and Extensions of Time when applicable:

2.34.1 If the Vendor/Contractor/Provider is delayed at any time in the commence or progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Vendor/Contractor/Provider's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Owner or Architect/Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner/Architect/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 offeror, whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other factors set forth in the Request for Proposals in accordance with Vernon's Texas Code Annotated, Local Government 262.030.

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

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

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. Offerors may, at the discretion of the County, be contacted to submit clarifications or additional information within two (2) business days. Incomplete or noncompliant RFPs may be disqualified.

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

Conformance with RFP guidelines and submittal requirements. The following documents shall be submitted as part of the proposal. Failure to provide these documents shall deem vendor as non-responsive.

- The County currently utilizes LonWorks. Offeror shall provide Tridium/Niagra certification of personnel to service County systems.
- Response to Section 6.0

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

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

Points	Evaluation Criteria
30	Fit to General and Technical Requirements (6.3, 6.5)
30	Qualifications of the Firm/Experience/References (6.2, 6.4, 6.7)
20	Maintenance, Warranty, and Service Level Agreement Response Requirements (6.6)

20	Pricing (6.8)
----	---------------

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

**Level 3 – Demonstration of Solution (Maximum 30 Points)**

The following criteria is optional, at the County’s discretion, and will be used to evaluate those Offerors elevated for on-site product demonstrations and implementation interviews.

Points	Evaluation Criteria
30	Integrator Interview

Integrator Interviews

During the interviews, the County will allow presentations to identify specific experience with systems similar to current systems operated by the County with the existing controls system and review typical graphics packages from the contractor to insure the “look and feel” of the proposed system reflects the current County control system. Several of the other evaluation criteria will be clarified and refined, including the implementation plan, technology compatibility, ability to meet facilities requirements, and cost.

Proposals may be re-evaluated based upon Criteria in level 2.

**Level 4 – Best And Final Offer (Optional)**

Contractors who are susceptible of receiving award may 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 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 proposals and enter into negotiations with them.

<b>5.0 SPECIAL CONDITIONS AND SPECIFICATIONS</b>
--

- 5.1 Authorization: By order of the Commissioners’ Court of Collin County, Texas sealed proposals will be received for Controls Integrator for Collin County.
- 5.2 Purpose: Collin County is seeking proposals from qualified offerors to provide technical experience to update and integrate the current Lonworks control system which shall include graphics on the user interface. **Even though the county has some BacNet installations, BacNet is not an equivalent control communication platform for the**

**County and will not be considered for new construction projects.** This scope of work shall include but is not limited to providing consulting services related to controls for county projects, replacement of existing control hardware, responding in a timely manner to service calls, and in general oversight with Collin County facilities of the eighteen (18) buildings on the County Controls System. The system is controlled at (and all points are connected to) the Central Plant Control Room and Supervisor at the Bloomdale Courthouse.

The buildings and approximate square footage are listed below:

- 5.2.1 Collin County Courthouse - 508,970 sq.ft.
- 5.2.2 Administration Building - 94,101 sq.ft.
- 5.2.3 Healthcare Annex (HCA)<sup>1</sup> – 46,812 sq.ft.
- 5.2.4 Public Works Service Center<sup>1</sup> – 21,700 sq. ft.
- 5.2.5 Public Works Red Barn<sup>1</sup> – 5,000 sq.ft.
- 5.2.6 Medical Examiners <sup>2</sup> – 9,509 sq.ft.
- 5.2.7 Jail and Sheriff’s Office – 491,045 sq.ft.
- 5.2.8 Juvenile Detention <sup>2</sup> – 54,908 sq.ft.
- 5.2.9 JJAEP – 47,000 sq.ft.
- 5.2.10 Central Plant – 26,564 sq.ft.
- 5.2.11 Central Plant Shop<sup>3</sup> – 4,800 sq.ft.
- 5.2.12 Minimum Security – 46,337 sq.ft.
- 5.2.13 Myers Park Landing – 6,000 sq.ft.
- 5.2.14 Frisco JP / Constable – 8,200 sq.ft.
- 5.2.15 Plano 900<sup>1</sup> – 40,626 sq.ft.
- 5.2.16 Plano 920<sup>1</sup> – 27,200 sq.ft.
- 5.2.17 Elections<sup>1</sup> – 24,624 sq.ft.
- 5.2.18 Animal Services – 10,079 sq.ft.

<sup>1</sup> - Carrier Controls, except I.T. Data room Plano 920 and vaccine room coolers and freezer in Healthcare Annex which are Tridium/Niagra

<sup>2</sup> - Carrier controls in the Original building with Tridium/Niagra in the building addition.

<sup>3</sup> - No controls in this building

- 5.3 Term: Provide for a term contract commencing on the date of the award and continuing for one (1) year with the option of five (5) annual renewals.

5.3.1 Transitional Period: Upon normal completion of this contract, not to include termination for default, and in the event that no new contract has been awarded by the original expiration date of the existing contract including any extension thereof, it shall be incumbent upon the Vendor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the original expiration date of the existing contract and any extension thereof.

- 5.4 Price Redetermination: The offeror shall submit a proposal that will be fixed for one (1) year. A price re-determination may be considered by Collin County only at the anniversary date of the contract. The anniversary date will be the day the contract was awarded by Commissioners' Court of each year. All requests for price re-determination shall be in written form and shall include documents supporting price re-determination such as Manufacture's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A. Insurance Coverage Rates, etc. Collin County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.
- 5.5 Mandatory Pre-Proposal Conference: A mandatory pre-proposal conference will be conducted by Collin County on Wednesday, January 16, 2019 at 10:00 A.M. in the Collin County Central Plant 2<sup>nd</sup> Floor Conference Room, 4600 Community Ave, McKinney, TX 75071. This is to provide an opportunity for all interested contractors to ask questions, receive clarification and additional documentation and tour the facility. It is the offeror's responsibility to review the documents to gain a full understanding of the requirements of the RFP. All contractors desiring to submit a proposal should have a representative at the pre-proposal conference; contractors that do not attend the pre-proposal conference shall not be considered in the evaluation for award of a contract per Texas Local Government Code 262.0256. Attendance shall be mandatory at the pre-proposal conference.
- 5.6 Point of Contact: Information regarding the purchasing process and contents of this RFP may be obtained from the Collin County Purchasing Department or via email to J.D. Griffin, CPPB, Buyer II at [jgriffin@co.collin.tx.us](mailto:jgriffin@co.collin.tx.us).
- 5.7 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.
- 5.8 Price Reduction: If during the life of the contract, the offeror's net prices to its customers for the same product(s) and/or services shall be reduced below the contracted price, it is understood and agreed that the County shall receive such price reduction.
- 5.9 Completion/Response Time: Offeror shall place product(s) and/or complete services at the County's designated location according to the schedule proposed by offeror in Section 6.5.
- 5.10 Delivery/Setup/Installation: Locations for delivery and installation will be stated on Collin County Purchase Order(s). Delivery shall include assembly, setup and installation and shall be included in proposal.
- 5.11 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.
- 5.12 Testing: Testing may be performed at the request of Collin County, by an agent so designated, without expense to Collin County.

- 5.13 Samples/Demos: When requested, samples/demos shall be furnished free of expense to Collin County.
- 5.14 Approximate Value/Usage: Approximate usage does not constitute an order, but only implies the probable quantity the County will use. This contract does not have a specific scope or work associated and therefore has no estimated value. The county will request job specific fees from the successful controls integrator.
- 5.15 Background Checks: All Contractor employees that will be working on site or by VPN shall pass a criminal background check performed by Collin County before any work may be performed. The selected offeror shall be provided the required information for background checks.
- 5.16 Subcontractors: Offeror shall state names of all subcontractors and the type of work they will be performing. If an offeror fails to specify a subcontractor, then he shall be deemed to have agreed that he is fully qualified to perform the contract himself, and that he will fully perform the contract himself.

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

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

5.17 Proposal Schedule

RFP Released	January 8, 2019
Pre-Proposal Conference	January 16, 2019
Deadline for submission of questions	January 25, 2019
Proposals Due:	January 31, 2019
Interviews:	February 2019
Award of RFP:	March 2019

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

5.18 Introduction/Background

5.18.1 Collin County is seeking proposals from qualified firms to provide controls integration to consult, replace and upgrade the existing LonWorks control system in use today.

5.18.2 Contractor shall demonstrate to Collin County's satisfaction that the system and equipment to be proposed and installed are main products of his/her respective manufacturers and that the system and equipment will likely remain as main

products with continuous development and improvement over the next five (5) years.

- 5.18.3 Production, implementation, documenting and warranting all systems and applications proposed.
- 5.18.4 Meeting with all Relevant Stakeholders to gather the information necessary to complete all final configurations and design for all systems and applications that may be a part of any contract resulting from this RFP.
- 5.18.5 Developing and conducting training programs specifically designed for the system(s) being installed, including system administration, reporting, recordings, etc. and fine-tuning application database(s) prior to Production Implementation.

## 5.19 Training Requirements

- 5.19.1 Onsite system and user training shall be provided by the contractor to Collin County personnel.
- 5.19.2 Provide a training plan and training to ensure that Collin County's system support staff can adequately perform all basic system related administrative, diagnostic and proactive management functions within the proposed system including a point to point check out
- 5.19.3 Provide detailed system documentation that describes all system administration functions. The documentation shall include sequence of operations, diagrams and schematics required for control of systems.
- 5.19.4 Provide Collin County with one (1) electronic copy each of the User's Manual and the Systems Administration Guide.

## 5.20 Maintenance/Warranty/Service Requirements

- 5.20.1 Warranty service shall include Contractor response to system problems in the following manner: Service shall include, when necessary, all service, parts and labor, necessary and be available twenty-four (24) hours per day, seven (7) days per week.
- 5.20.2 Provide a disaster recovery plan that would restore data if the Collin County's data center was rendered unusable as a result of a natural disaster or major catastrophe
- 5.20.3 In the event of a system or database crash, provide database restore procedures for immediate recovery following the restoration or correction of a hardware or software failure.
- 5.20.4 In the event of a system emergency, the Contractor shall:
  - 5.20.4.1 Prioritize Collin County's emergency;
  - 5.20.4.2 Escalate within the Contractor's technical and management organizations as necessary to resolve the emergency;
  - 5.20.4.3 Use its best efforts to correct the emergency within four (4) hours from receipt of notice of such emergency; and,
  - 5.20.4.4 Maintain continuous work until the emergency is corrected to Collin County's reasonable satisfaction.

- 5.21 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.

## **6.0 PROPOSAL FORMAT**

In accordance with the directions below, offeror shall provide a response for each item in Attachment A and Sections 6.2-6.6 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”, offeror shall state that and refer to Section 7.0 Exceptions, with explanation.

Offeror shall adhere to the instructions in this request for proposals on preparing and submitting the proposal. If offeror 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 offeror to insure that their proposal reaches Collin County Purchasing prior to the date/time for the opening no matter which submission method is used.

## **6.2 FIRM OVERVIEW/ GENERAL QUESTIONS**

Offeror shall respond to the following questions:

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

## **6.3 PRODUCT AND TECHNICAL REQUIREMENTS**

- 6.3.1 How long has your business been a Tridium or Niagara certified?
- 6.3.2 Identify any products (software or hardware) that would be considered proprietary.
- 6.3.3 Provide sample graphics with typical points of the following type of systems:
  - 6.3.3.1 Chiller
  - 6.3.3.2 Cooling Tower
  - 6.3.3.3 Thermal Storage Tanks
  - 6.3.3.4 Boilers
  - 6.3.3.5 Pumps
  - 6.3.3.6 VAV Chilled Water/Heating Hot Water Air Handler
  - 6.3.3.7 Fan Powered VAV boxes
  - 6.3.3.8 Multizone Air Handler
  - 6.3.3.9 Constant Volume Package Units (Heat Pump and Gas/Electric)
  - 6.3.3.10 Split System Units (Heat Pumps and Furnace with Condensing Units)
  - 6.3.3.11 Computer Room Units
  - 6.3.3.12 Exhaust Fans
  - 6.3.3.13 Smoke Purge Fans (and related HVAC equipment interlocked with this system)
  - 6.3.3.14 Make-Up Air Units
  - 6.3.3.15 Dampers
  - 6.3.3.16 Emergency Generator (Status and Fuel level)
  - 6.3.3.17 Hospital Grade Coolers and Freezers

## **6.4 STAFF QUALIFICATIONS/EXPERIENCE/CREDENTIALS & ADDITIONAL INFORMATION**

- 6.4.1 Offeror is requested to provide qualifications including resumes for staff who will be assigned to Collin County.
- 6.4.2 How many employees do you have that are dedicated to project management?
- 6.4.3 How many employees do you have that are dedicated to programming?
- 6.4.4 How many employees do you have that are dedicated to service?
- 6.4.5 How many employees do you have that are dedicated to installation?

**6.5 PROJECT IMPLEMENTATION**

- 6.5.1 The County has multiple buildings and within the buildings multiple systems that will be visible within the control system. Describe approach to “mapping” building and control systems from a single user interface.
- 6.5.2 Describe your training plan.
- 6.5.3 Describe your integration/migration plan when systems are updated or upgraded. Describe what policies are implemented to insure the County systems stay operations during integration/migration.

**6.6 MAINTENANCE, WARRANTY AND SERVICE LEVEL AGREEMENTS**

- 6.6.1 Provide your hours of operation.
- 6.6.2 State response time for a Major Emergency Failure via remote interface
- 6.6.3 State response time for a Major Emergency Failure to be onsite
- 6.6.4 Provide a copy of your Service Level Agreement.

**6.7 REFERENCES**

The offeror shall furnish the following reference information:

- 6.7.1 Offeror shall include at least three (3) references, other than Collin County, with names, addresses, email addresses, and telephone numbers and description of the services and equipment serviced. References with similar projects and users are preferred.

**6.8 PRICING/FEES**

- 6.8.1 State your hourly rate for integrator on Line Item 1.
- 6.8.2 State percentage mark-up above actual cost for parts on Line Item 2.

**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 offeror 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 You are Unable to Perform	Steps Taken to Meet Requirement
------------------------------------	---	---------------------------------


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

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

For a copy of Form CIQ and CIS:

[http://www.ethics.state.tx.us/filinginfo/conflict\\_forms.htm](http://www.ethics.state.tx.us/filinginfo/conflict_forms.htm)

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

For a listing of current Collin County Officers:

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

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

Department/Evaluation Team:

Dan James – Facilities Director

Laszlo Vadasz – Facilities Superintendent

George King – Utilities Manager

Purchasing:

Michalyn Rains, CPPO, CPPB – Purchasing Agent

Michelle Charnoski, CPPB – Asst. Purchasing Agent

J. D. Griffin, CPPB – Buyer II

Commissioners' Court:

Chris Hill – County Judge

Susan Fletcher – Commissioner Precinct No. 1

Cheryl Williams – Commissioner Precinct No. 2

Darrell Hale – 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

