



# Collin County Purchasing

**2020-429**

## **Chilled Water Testing Services, Equipment & Supplies**

Issue Date: 11/24/2020

Questions Deadline: 12/14/2020 02:00 PM (CT)

Response Deadline: 12/17/2020 02:00 PM (CT)

Collin County Purchasing

### **Contact Information**

Contact: Hunter Alley Buyer II

Address: Purchasing  
Admin. Building  
Ste.3160  
2300 Bloomdale Rd.  
Ste. 3160  
McKinney, TX 75071

Phone: (972) 548-4117

Fax: (972) 548-4694

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

## Event Information

Number: 2020-429  
Title: Chilled Water Testing Services, Equipment & Supplies  
Type: Request for Proposal - Other  
Issue Date: 11/24/2020  
Question Deadline: 12/14/2020 02:00 PM (CT)  
Response Deadline: 12/17/2020 02:00 PM (CT)  
Notes: Please login to view RFP documents.

## Ship To Information

Address: See Purchase Order  
McKinney, TX 75071

## Billing Information

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

## Bid Activities

### Mandatory Pre-proposal Meeting

12/8/2020 9:00:00 AM (CT)

**Mandatory Pre-proposal Meeting:** A pre-proposal meeting will be conducted by Collin County on **Tuesday, December 8 at 9:00 a.m. and 10:00 a.m.** RSVP is required for this pre-proposal meeting. **The cutoff to RSVP is Friday December 4, 2020 at 3:30 p.m.** Please email Buyer II Hunter Alley at [halley@co.collin.tx.us](mailto:halley@co.collin.tx.us) and enter **2020-429 Chilled Water Testing Services, Equipment & Supplies** in the subject line to RSVP and include which date and time you will be attending, your company name, email address, and name of individuals who will be participating. A maximum of two (2) individuals per Vendor will be allowed at the pre-proposal meeting. Vendors are welcome to visit public areas on their own, but if you would like to see the site please RSVP to attend. There will be 8 spots available for each time. Meeting location will be given in confirmation email. It is the Vendor's responsibility to review the site and documents to gain a full understanding of the requirements of the solicitation. All Vendors desiring to submit a proposal are encouraged to have a representative at the pre-proposal meeting. Anyone who will be present at the pre-proposal meeting may be required to provide a driver's license or valid government ID at the time of the visit in order to obtain a visitors badge. All participants will be required to provide and wear a face mask that covers the mouth and nose, have temperature checked and complete a Covid-19 screening questionnaire upon arrival.

## Bid Attachments

### LEGAL\_NOTICE-2020-429.doc

Legal Notice RFP 2020-429

[Download](#)

### General\_Instructions\_Proposals.docx

General Instructions - Proposals

[View Online](#)

### Terms\_of\_Contract\_Proposals\_-\_5.11.20.docx

Terms of Contract - Proposals

[View Online](#)

### 2020-429 Insurance\_updated\_1-26-2015.doc

Minimum Insurance Requirements

[View Online](#)

### RFP Specifications - RAM Comments.docx

Request for Proposal Document

[View Online](#)

**Attachment A Price Worksheet.xlsx**

[View Online](#)

Attachment A: Proposed Cost Worksheet

**Attachment B Water Treatment Equipment.xlsx**

[View Online](#)

Attachment B: Existing Water Treatment Equipment

**2020-429 Information Regarding Conflict of Interest Questionnaire.docx**

[View Online](#)

Information Regarding Conflict of Interest Questionnaire

**CIQ\_113015.pdf**

[View Online](#)

Conflict of Interest Questionnaire

**W9\_2014.pdf**

[View Online](#)

W-9

**Requested Attachments**

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**Conflict of Interest Questionnaire**

**W9**

*(Attachment required)*

**Proposal**

*(Attachment required)*

**Attachment A: "Proposal Cost Worksheet"**

*(Attachment required)*

**Bid Attributes**

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**1 Solicitation Submittals**

In an effort to avoid person-to-person interaction to comply with the latest Order issued to prevent the spread of COVID-19, Collin County Purchasing will temporarily only accept IFB, RFP, RFQ and Quote submittals electronically in Ionwave (eBid) or via parcel carrier until further notice. Please do not deliver your solicitation response in person. All bid openings will be completed on schedule and witnessed by Collin County Purchasing staff to ensure all procurement statutes, policies and state laws are followed. Please initial.

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*(Required: Maximum 1000 characters allowed)*

**2 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.

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*(Required: Maximum 1000 characters allowed)*

**3 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.

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*(Required: Maximum 4000 characters allowed)*

**4 Delivery**

Delivery will be F.O.B. inside delivery at Collin County designated locations and all transportation charges are to be paid by the supplier to destination. Please state delivery in calendar days from date of order.

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*(Required: Maximum 1000 characters allowed)*

**5 Exceptions**

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

Yes  No

*(Required: Check only one)*

**6 Insurance Acknowledgement**

I understand that the insurance requirements of this solicitation are required and are included in the submitted pricing. 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.

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*(Required: Maximum 1000 characters allowed)*

**7 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".

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*(Required: Maximum 4000 characters allowed)*

**8 Reference No. 1**

List a company or governmental agency, other than Collin County, 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.

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*(Required: Maximum 4000 characters allowed)*

**9 Reference No. 2**

List a company or governmental agency, other than Collin County, 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.

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*(Required: Maximum 4000 characters allowed)*

**10 Reference No. 3**

List a company or governmental agency, other than Collin County, 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.

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*(Required: Maximum 4000 characters allowed)*

**11 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)*

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

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*(Required: Maximum 4000 characters allowed)*

**1**  
**3** **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.

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*(Required: Maximum 1000 characters allowed)*

**1**  
**4** **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.

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*(Required: Maximum 1000 characters allowed)*

**1**  
**5** **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.

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*(Required: Maximum 1000 characters allowed)*

**1**  
**6** **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.

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

**1**  
**7** **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)*

**1**  
**8** **Notification Survey**

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

- Plano Star Courier     Plan Room     Collin County eBid Notification     Collin County Website  
 Other

*(Required: Check only one)*

**1**  
**9** **Proposer Acknowledgement**

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.

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

**20 Cooperative Contract Name**

State the cooperative contract name this quote is offered under. (i.e. TX DIR, TXMAS, OMNIA Partners, Buyboard, TIPS/TAPS, HGAC, HCDE, etc.) If none, answer N/A.

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*(Required: Maximum 4000 characters allowed)*

**21 Cooperative Contract Number**

State the cooperative contract number this quote is offered under. If none, answer N/A.

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*(Required: Maximum 4000 characters allowed)*

**22 Cooperative Contract Website**

Please provide the website URL for the cooperative contract this quote is offered under. If none, answer N/A.

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*(Required: Maximum 1000 characters allowed)*

**Bid Lines**

**1 Submit your pricing on Attachment A: "Proposed Pricing Worksheet"**

*(Line excluded from response total)*

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

Additional notes  
*(Attach separate sheet)*



**Supplier Information**

Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**Supplier Notes**

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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.

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Signature*

## 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 submittal 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 the date specified in the solicitation. 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 offerors during the solicitation 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 Offeror 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. Delivery to governmental entities located within Collin County will be at no additional charge or as otherwise provided for in the award document. Delivery charges, if any, for governmental entities located outside of Collin County shall be negotiated between the Vendor and each governmental entity.

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 offeror 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/Engineer may determine.

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

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



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

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

2.37 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.

2.38 Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

**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: \$1,000,000
- General Aggregate: \$5,000,000

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

Employers' Liability

- Liability, Each Accident: \$1,000,000
- Disease-Each Employee: \$1,000,000
- Disease – Policy Limit: \$1,000,000

3.1.3 **Commercial Automobile Liability** insurance which includes any automobile (owned, non-owned, and hired vehicles) used in connection with the contract.

- Combined Single Limit – Each Accident: \$1,000,000

3.1.4 **Professional/Errors & Omissions Liability** insurance with a two (2) year extended reporting period. If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

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

3.1.5 **Umbrella/Excess Liability** insurance.

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

3.1.6 Additional Coverages.

- MCS-90 Commercial Automobile Policy endorsement
- Pollution Liability/Environmental Impairment: \$2,000,000

3.2 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

3.2.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be provided for General Liability, Commercial Automobile Liability, and Workers' Compensation.

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

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

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

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

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

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

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

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

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

## 4.0 EVALUATION CRITERIA AND FACTORS

- 4.1 The award of the contract shall be made to the responsible 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 provide additional information. Once request has been made, contractors will have two (2) business days to respond. Incomplete or noncompliant RFPs may be disqualified.

### LEVEL 1 - CONFORMANCE WITH MANDATORY REQUIREMENTS

Criteria assessed in Level 1:

- Conformance with RFP guidelines and submittal requirements outlined in Section 6.0 including response to each item in Section 6.0.
- Submit completed Attachment A: "Proposal Cost Worksheet"

Contractors elevated to Level 2 may 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.

### LEVEL 2 – DETAILED PROPOSAL ASSESSMENT

The Evaluation Committee will conduct a detailed assessment of all proposals elevated to this Level. Proposals may earn up to 70 Points based on evaluated criteria. Criteria evaluated in Level 2 include:

Points	Evaluation Criteria
40	Firm Overview (Section 6.2)
30	General Requirements: The thoroughness of the proposal and the extent to which the content of the proposal addresses the required services as detailed in this RFP. (Section 6.3)
30	Cost (Section 6.5) Total cost will be calculated using Attachment A: "Proposed Cost Worksheet". <ul style="list-style-type: none"> <li>• Monthly Cost &amp; Cost / Fees for New Equipment (Sections 6.5.1 and 6.5.2) <b>(10 Points Maximum)</b></li> <li>• Hourly Rate for System Maintenance &amp; Repairs &amp; Discount off Current Catalog/Pricelist for Chemicals, Parts / Supplies. (Sections 6.5.3 and 6.5.4) <b>(15 Points Maximum)</b></li> <li>• Evaluation Examples (Section 6.5.5) <b>(5 Points Maximum)</b></li> </ul>
100	Total Points

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

### LEVEL 3 – DEMONSTRATION OF SOLUTION AND INTERVIEWS (Maximum 50 Points) (OPTIONAL)

Contractors may be invited to demonstrate their responses on-site; however, demonstrations are at the sole discretion of the committee and the committee is not obligated to request a demonstration. The demonstration is an opportunity for the evaluation committee to ask questions and seek clarification of the proposal submitted. The demonstration is not meant as an opportunity for the contractor simply to provide generic background information about the corporation or its experience.

<b>Points</b>	<b>Evaluation Criteria</b>
20	Services and Product Demonstration and Interview (optional)
30	Client references: Offeror's past performance in providing similar services (Section 6.4)
50	Total Points

#### Product Demonstrations & Interviews

During the demonstrations and interviews, the County will assess the "look and feel" of the proposed product using detailed scripts tailored to reflect County business processes. Several of the other evaluation criteria will be clarified and refined, including the implementation strategy and plan, technology compatibility, ability to meet business requirements, and cost. In addition to the scripted demonstrations, the County will request that all Contractors elevated to this level staff a product lab to allow County staff to "touch and feel" the product with Contractor staff available to respond to questions.

A tentative schedule for the demonstrations has been provided in Section 5.18. The demonstrations, if held, will be scheduled accordingly and all presenting contractors will be notified of the time and date two (2) weeks prior to their designated time. Contractors who cannot attend may be eliminated.

#### References

The County will contact the references. These references will be asked a series of questions regarding their satisfaction with the solution and the performance of the implementation supplier.

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

The county reserves the right to bypass the Services and Product Demonstrations and Interviews in Level 3 in the evaluation process and move directly to Level 4.

#### **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 may be asked to respond in writing to issues and questions raised by the County, and may be invited to present their responses on-site. Proposals may be re-evaluated based upon Criteria in level 2 through 3.

Based on the result of the Best and Final Offer evaluation, contractor(s) will be identified as finalist(s) 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.

### **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 **2020-429 Chilled Water Testing Services, Equipment & Supplies.**

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 **Chilled Water Testing Services, related equipment, and required chemicals for successful Chiller operation.**

5.3 Term: Provide for a one (1) year term contract commencing on the date of award and with the option to renew for three (3) additional one (1) year periods.

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 Contractor 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 **Mandatory Pre-proposal Meeting:** A pre-proposal meeting will be conducted by Collin County on **Tuesday, December 8 at 9:00 a.m. and 10:00 a.m.** RSVP is required for this pre-proposal meeting. **The cutoff to RSVP is Friday December 4, 2020 at 3:30 p.m.** Please email Buyer II Hunter Alley at [halley@co.collin.tx.us](mailto:halley@co.collin.tx.us) and enter **2020-429 Chilled Water Testing Services, Equipment & Supplies** in the subject line to RSVP and include which date and time you will be attending, your company name, email address, and name of individuals who will be participating. A maximum of two (2) individuals per Vendor will be allowed at the pre-proposal meeting. Vendors are welcome to visit public areas on their own, but if you would like to see the site please RSVP to attend. There will be 8 spots available for each time. Meeting location will be given in confirmation email. It is the Vendor's responsibility to review the site and documents to gain a full understanding of the requirements of the solicitation. All Vendors desiring to submit a proposal are encouraged to have a representative at the pre-proposal meeting. Anyone who will be present at the pre-proposal meeting may be required to provide a driver's license or valid government ID at the time of the visit in order to obtain a visitors badge. All participants will be required to provide and wear a face mask that covers the mouth and nose, have temperature checked and complete a Covid-19 screening questionnaire upon arrival.

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 Hunter Alley, Buyer II at [halley@co.collin.tx.us](mailto:halley@co.collin.tx.us)

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 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.

5.8 Price Redetermination: A price redetermination may be considered by Collin County only at the twelve (12) month, twenty-four (24) month, thirty-six (36) month and forty-eight (48) month anniversary date of the contract. Any request for redetermination will require a minimum of thirty (30) days written notice, prior to the date of the increase and all requests for price redetermination shall be in written form and shall include documents supporting price redetermination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A., Insurance Coverage Rates, etc. The Vendor's past experience of honoring contracts at the quotation price will be an important consideration in the evaluation of the lowest and best quote. 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.

5.9 Completion/Response Time: Contractor shall place product(s) and/or complete services at the County's designated location within the number of calendar days according to the schedule proposed by contractor.

5.10 Delivery/Setup/Service Location: Locations for delivery and installation will be indicated on the 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. Estimated annual expenditure is \$60,000.00.
- 5.15 Background Check: All Contractor employees that will be working on site or by Remote Access 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.
- 5.16 Subcontractors: Contractor shall state names of all subcontractors and the type of work they will be performing. If a 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 proposer 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 proposer 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 proposer's sub-contractors, their agents or employees. The indemnification provisions of this contract shall apply to all sub-contractors.

- 5.17 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.

**5.18 PROPOSAL SCHEDULE**

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

RFP Released	November 24, 2020
Deadline for submission of questions	December 14, 2020
Proposals Due	December 17, 2020
Demonstrations (Optional)	December 2020 (approximate)
Award of RFP	January 2021 (approximate)

**5.19 PURPOSE/SCOPE OF WORK**

- 5.19.1 The services detailed on the following pages will be provided by the vendor at a fixed monthly charge. All equipment and chemical treatment materials shall be provided by the vendor at a percent discount off catalog / pricelist.
- 5.19.2 The equipment and chemical supplies required to successfully maintain the County chilled water systems shall be provided by the vendor at a percentage markup applied to actual costs.
- 5.19.3 This agreement will cover the treatment and quality control of the designated cooling towers, closed loop water systems and closed loop heating systems. Additional systems can be added or removed at any time at the discretion of the County.

- 5.19.4 The vendor will be responsible for maintaining a reliable water treatment program for the specified water systems. The vendor shall control scale, corrosion and organic growth within all treated systems. Refer to Attachment B – Existing Collin County Systems.
- 5.19.5 The vendor shall provide chemicals and services by a dedicated representative at least three (3) business days each month plus on an emergency basis. A full laboratory and technical support group at the vendor's place of business will provide technical support required to control corrosion, scale, algae and slime in the designated water systems. At least two water treatment specialists for the vendor will be assigned for monitoring and quality control of the program.
- 5.19.6 The treatment chemicals used shall meet the attached chemical specifications for use in the systems. All chemicals used must meet all required EPA regulations (local, state and federal) and used in the proper dilution rates. The use of chromates will not be acceptable.
- 5.19.7 The vendor shall warrant that the chemicals used in the water treatment program shall not endanger the health or safety of persons coming into contact with them and shall not damage personal or real property when used in accordance with the vendor's instructions for use and disposal of chemicals. The vendor shall provide Material Safety Data Sheets (MSDS) for each chemical used on-site.
- 5.19.8 Once the contract has been awarded, the vendor shall, at no charge, submit a computer-generated report for the cooling systems that details makeup water analysis for hardness, chlorides, alkalinity, dissolved solids, pH, conductivity and any special conditions. In addition, this report will detail control maximum and minimum ranges for cycles of concentration, chlorides, alkalinity, dissolved solids, pH, conductivity, microbial count, coupon or probe corrosion rate (if applicable), and chemical treatment residuals. The report will also include maximum evaporation rate, blowdown rate and makeup rate. Maximum and minimum product usage ranges must also be detailed.
- 5.19.9 The vendor shall provide double containment in compliance with local and state regulations for the chemicals supplied. The vendor must utilize a chemical supplier(s) whose facility is in a location that will allow for efficient delivery when products are needed. The vendor is responsible for utilizing chemical suppliers that meet all regulations in regard to chemical handling, storage and shipping.
- 5.19.10 Required Response Time:
  - 5.19.10.1 Emergency Response Time: The successful contractor shall have a one (1) hour telephone response time, and a two (2) hour on-site response time.
  - 5.19.10.2 Non-emergency Response Time: The successful contractor shall have a two (2) hour telephone response time, and a twenty-four (24) hour on-site response time.

## 5.20 FEED WATER TESTING & ANALYSES SPECIFICATIONS

- 5.20.1 To maximize cycles of concentration for reducing energy and chemical costs, feed water analyses shall be performed every thirty (30) days to determine and maintain proper chemical feed. Closed loop heating systems will be evaluated quarterly

## 5.21 COOLING SYSTEMS – SCOPE OF WORK

- 5.21.1 Cooling system services as described below must be provided at least once monthly unless the vendor and County personnel determine that the frequency needs to be revised. Emergency 24-hour service must be available.
- 5.21.2 Determine and maintain the appropriate chemical feed, blowdown and makeup water rates for all designated systems to insure proper operation.
- 5.21.3 Monthly service inspection includes, but is not limited to, visual inspection, water analysis and treatment recommendations. Existing or potential problems, mechanical or chemical, noted during inspections, must be reported to authorized County personnel. Repairs directly related to the water treatment service will be performed



by the vendor. All other mechanical or equipment repairs will be contracted by Collin County. Chemical feed pump systems can be maintained by the vendor when authorized by the County representative.

- 5.21.4 Inspect water systems and provide the chemical treatment necessary to control biological growth. Treatment will include a biocide, or a combination of biocides, for both fungi in the closed system and algae in the cooling towers. The biocides must be EPA registered and meet the city, county, state and federal disposal regulations, and be administered in the proper levels.
- 5.21.5 Water and bacteriological tests as specified in Section 5.26.
- 5.21.6 Monitor the tower water system so that corrosive water conditions can be tracked and treated with the most effective chemical activity with the least amount of corrosion exposure and damage. Written reports must be forwarded by the vendor's analytical laboratory at no charge.
- 5.21.7 If draining a tower system becomes necessary, the vendor will advise Collin County of any chemical and/or mechanical requirements necessary to maintain the integrity of the system, or the County will notify the vendor of any requirements if it becomes apparent before being detected by the vendor.
- 5.21.8 The vendor will not be responsible for damages should malfunctions occur as the result of using mechanical automatic feeding devices and controls. Supplemental acid feeding will not be permitted.
- 5.21.9 A dedicated vendor representative shall maintain and track chemical usage.
- 5.21.10 The vendor shall provide material for contingency use to clean heat exchangers in the system should operating problems develop due to fouling.
- 5.21.11 Vendor to provide water analysis of makeup water, as specified in Section 5.25, to ensure proper treatment.

## 5.22 WATER TREATMENT SERVICES – SPECIFICATIONS

- 5.22.1 The vendor shall repair or replace equipment they have provided for the term of the contract. All plastic tubing associated with the chemical pump system will be the responsibility of the vendor. The County will not be responsible for repair parts of equipment provided by the vendor.
- 5.22.2 The vendor representative should be present at the time of any inspection or system treatment. Collin County will give at least two (2) days notice prior to inspection or treatment that requires the vendor's presence.
- 5.22.3 In addition to the above services, the vendor may make recommendations, based on inspections or examinations listed below, of the water treatment system. Collin County will determine the course of action:
  - 5.22.3.1 To ensure successful initiation of system treatment at plant shutdowns:
    - 5.22.3.1.1 Brushing out and cleaning sump of debris and cleaning procedure for scale (Collin County may select any preferred vendor for this service)
    - 5.22.3.1.2 Inspection of metal towers for rust
  - 5.22.3.2 To ensure proper operation during the particular season:
    - 5.22.3.2.1 Tower cleaning that might include scale removal, algae removal, dirt and debris (The County may select any preferred vendor for this service). Vacuum pumping will be the responsibility of Collin County.
  - 5.22.3.3 To ensure proper tower shutdown:
    - 5.22.3.3.1 Chemical cleaning and flushing of condensers or the complete system
    - 5.22.3.3.2 Cleaning and flushing towers and tower sumps. Vacuum pumping will be the responsibility of COLLIN COUNTY.

- 5.22.3.3.3 Repair or replacement of tower or system parts that may affect chemical treatment
- 5.22.3.3.4 Draining of tower and related systems
- 5.22.3.3.5 Repairs for efficiency improvement that could be assumed by Collin County
- 5.22.3.3.6 Recharging the condenser system with treated water, if stored wet, to prevent formation of corrosion during the shutdown period.

5.23 CLOSED LOOP WATER SYSTEM – SCOPE OF WORK

- 5.23.1 Services listed below shall be on a monthly basis unless otherwise arranged by the vendor and Collin County.
- 5.23.2 Bacteriological tests as specified in Section 5.26. If bacteria is present, the vendor shall provide the necessary chemicals to clean and sterilize the system.
- 5.23.3 Water system tests as specified in Section 5.26.
- 5.23.4 Closed loop treatment for charging 20% of the volume of each system treated annually. Collin County will purchase from the vendor any additional treatment products or chemicals should the treatment request exceed this volume level.

NOTE: PRIMARILY DUE TO THE AGE OF THE EQUIPMENT, THE COUNTY’S CLOSED LOOP SYSTEMS HAVE AN ABOVE AVERAGE MAKEUP RATE. VENDORS SHOULD CONSIDER THIS WHEN CALCULATING THE APPROPRIATE DOSAGES.

5.24 EQUIPMENT PROVISION: The vendor shall identify all equipment required to render the solution complete and operational. The vendor may propose a solution that incorporates the existing county-owned equipment and/or propose a new solution installation. The vendor shall identify all equipment requirements, including but not limited to conductivity meters, computerized systems, digital controllers, chemical feed pumps, water meters with chemical feed hookups, blowdown valves and other water treatment-related equipment. All new equipment furnished by the vendor shall be warranted for the life of the contract. All chemical feed and monitoring systems shall be maintained by the vendor. All plastic tubing associated with the chemical pump system will be the vendor’s responsibility. Repairs will be authorized by Collin County before the vendor proceeds.

5.25 ADDITIONAL PROVISIONS:

- 5.25.1 If required, COLLIN COUNTY will provide to the vendor at no charge, an enclosed and secure area on-site designated as an “on-site field evaluation center”. COLLIN COUNTY will provide running water and electricity necessary for conducting water analysis in this area. The vendor will maintain the cleanliness of the area and adhere to all safety regulations.
- 5.25.2 All water samples for analysis (system or makeup) will be drawn from the systems and all analyses shall be conducted by the vendor except for those required by COLLIN COUNTY Facility regulations.
- 5.25.3 COLLIN COUNTY will notify the vendor at least two days in advance of the dates the designated systems will be opened for water-side inspections. If deemed necessary, the inspection will be attended by both COLLIN COUNTY and the vendor’s designated representative.
- 5.25.4 All quotations for the chemical cost of maintaining the proper chemical treatment levels for each system is based on the absolute integrity of the systems, else the quotation will be invalidated.
- 5.25.5 COLLIN COUNTY may request, at an additional cost, an inhibited acid. The vendor shall provide, at no charge, the service required to remove scale from the condensers of any cooling system designated for cleaning. COLLIN COUNTY will monitor the scale removal service and may select any vendor for the service.
- 5.25.6 The vendor shall put into operation each system according to COLLIN COUNTY priority requirements for installation and start up.
- 5.25.7 Any necessary equipment will be made available to COLLIN COUNTY that is normally sold by the vendor.

5.25.8 COLLIN COUNTY will make mechanical corrections to malfunctioning equipment and maintain the water system bleed rate as established by the vendor. The vendor is not liable if this COLLIN COUNTY responsibility is not met. The vendor is not liable for normal wear and tear of the machinery or weather-related damage.

5.25.9 If the COLLIN COUNTY installation is changing vendors for water treatment services, the new vendor will have a 30-day liability grace period from the formation of scale or corrosion, or any damages in each individual system. This grace period will allow for conversion to the new vendor's program and protect each system. It is recommended that a random selection of the water system be inspected by both COLLIN COUNTY and the vendor to obtain an indication of the present condition prior to initiating a new program. Selected systems can be opened to expose inner tubes to determine actual conditions.

5.25.10 The vendor shall be liable for HVAC repairs and / or replacement if an independent 3<sup>rd</sup> party determines inadequate chilled water treatment is the cause for system failure or damage(s).

5.25.10 The vendor will conduct yearly training programs and seminars for COLLIN COUNTY personnel on the subjects of the water treatment program, the relationship and compatibility of the products used, and the importance of a dedicated water treatment program. These presentations will be provided at no charge if the vendor's water treatment products are used at the designated facility. Certificates of Attendance will be issued to those attending the training. Dates, times, etc. will be mutually determined by the vendor and COLLIN COUNTY.

5.25.11 The vendor will maintain trend analyses on all systems as specified in Section 5.26. The analyses will be reviewed quarterly with the Director of Facilities and/or Superintendent and summarized annually with COLLIN COUNTY.

5.26 SYSTEM CONTROL MINIMUM TESTING REQUIREMENTS The vendor shall calculate and provide the recommended ranges for each control test below:

5.26.1 MAKE-UP WATER TESTING

<u>Control Test</u>	<u>Frequency</u>
Conductivity	Monthly
Hardness	Monthly
Alkalinity	Monthly
Chlorides	Monthly
Phosphate (PO4)	Monthly
Silica	Monthly
Iron	Monthly

5.26.2 COOLING WATER OPEN LOOP TESTING

<u>Control Test</u>	<u>Frequency</u>
Conductivity	Monthly
Scale/Corrosion Inhibitor	Monthly
Biocide	Monthly
Visual	Monthly
Corrosion Coupons/	

Corrator Probes	Monthly
-----------------	---------

### 5.26.3 CHILLED WATER CLOSED LOOP SYSTEMS

<u>Control Test</u>	<u>Frequency</u>
Conductivity	Monthly
Treatment Residuals (Nitrites)	Monthly
Biological Activity	Monthly
Vacuum Deposit	Monthly

### 5.26.4 HOT WATER CLOSED LOOP SYSTEMS

<u>Control Test</u>	<u>Frequency</u>
Conductivity	Quarterly
Treatment Residuals (Nitrites)	Quarterly
Biological Activity	Quarterly
Vacuum Deposit	Quarterly

### 5.26.5 REQUIREMENTS AND CONSIDERATIONS FOR TESTING:

- 5.26.5.1 Vacuum deposit testing consists of drawing a 1000 ml sample through a 0.45-micron membrane filter and comparing the deposit.
- 5.26.5.2 Chromates shall not be used.
- 5.26.5.3 Acid shall not be used for pH control.
- 5.26.5.4 Chlorine shall not be used for biological control because of the increased THMs generated by chlorine in the waste sewer discharge.

## 6.0 PROPOSAL FORMAT

In accordance with the directions below, contractor shall provide a response for each item in Section 6.2 – 6.5 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.

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

## 6.2 FIRM OVERVIEW

Contractor shall 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 State the address and normal business hours of your local service location and list the number of technical support personnel assigned to this work location. Should a service location not exist in the Collin County region please list your nearest service location to the county.
- 6.2.4 What is your primary line of business?
- 6.2.5 How long have you been selling product(s) and/or providing service(s)?
- 6.2.6 State the number and location of where your products and services are in use.
- 6.2.7 List all contracts, if any, in the last 10 years on which the Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. Include any contract for which the surety was notified of a potential claim in regards to a payment bond or performance bond. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of default, notice to surety, failure to complete or deliver the work, or termination.
- 6.2.8 Identify any terminated public sector contracts. Disclose to the County the justification, the organization and explain the termination.
- 6.2.9 Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- 6.2.10 List of all lawsuits resulting in award (in or outside of court) to a client and provide basis and finding of any settlement.
- 6.2.11 Describe in detail all documented safety issues, if any, that have involved Proposer in the last three (3) years related to the type of work contemplated under this contract. Provide a three (3) year history of your firm's workers compensation experience modifier.

## 6.3 GENERAL REQUIREMENTS

- 6.3.1 Offeror shall provide a response for each of the requirements in section 5.19 through 5.26 in order and include item numbers in the response. Any exceptions shall be stated in section 7.0.
- 6.3.2 Offeror shall follow the format outlined in Section 6.0 when submitting a response.
- 6.3.3 Supporting Materials: Various questions included in this RFP will be used in making a selection and should be addressed by section and number. Offeror is requested to submit descriptive literature sufficient in detail to enable a comparison of the specifications of the services proposed with that of the requirements stated herein.
- 6.3.4 Does your services require proprietary equipment and / or chemical formulations? If yes, explain.
- 6.3.5 Describe in detail the quality control system Proposer will use, including third party auditing certification, to support the long-term performance of the products to be used in a project under the contract.
- 6.3.6 Describe the tasks and functions that can be completed by the proposer in-house without the use of a subcontractor or other 3<sup>rd</sup> party.
- 6.3.7 Provide credentials, qualifications as well as experience for each team member or key personnel on the project.

- 6.3.8 Describe the proposed testing, reporting and chemical administration plans or procedures implemented to insure the County systems stay operational. Include response protocols for varying circumstances (e.g. seasonal cleaning, system maintenance, etc.).
- 6.3.9 Provide a sample chemical analysis report that includes a minimum; current chilled water make-up, recommended maintenance treatment or services, and estimated cost.

**6.4 REFERENCES**

- 6.4.1 Provide a minimum of three (3) references. Include the following information for each reference; the name and address of the organization, as well as the name, position, email and telephone number of the contact in the referred organization. References with similar projects and users are preferred.
  - 6.4.1.1 Describe the services provided, the start date, months to complete and the total cost of project. Include organizations that have completed similar in scope projects in the last two (2) years.

**6.5 PRICING/FEES**

Contractor shall state pricing for the appropriate categories in Attachment A “Proposed Cost Worksheet”. Provide the total cost for each category showing a breakdown by item. Include all items necessary to render project complete and operational. Complete and Submit Attachment A “Proposed Costs Worksheet”. Any blank or “No Bid” entry on Attachment A may render the proposal non-responsive.

- 6.5.1 Monthly Cost for Water Treatment Testing, Reporting & Administration. This cost shall not include chemicals and/or chemical administration equipment. (Per section 5.19)
- 6.5.2 Proposer shall state a one-time fee for new equipment purchase and installation, if applicable. If supplying new equipment with your solution, please indicate if the County must purchase this equipment or if the County is leasing the equipment for the term of the award. Proposer shall provide a itemized list of equipment required.
- 6.5.3 Proposer shall state the hourly rate for system maintenance and repairs.
- 6.5.4 Proposer shall state a percentage discount off items listed in proposer’s published current catalog/price list/pricing schedule by category for Water Treatment Chemicals, Supplies and Parts, in Section 3. Proposers shall also complete all fields on Attachment A, Section 3 Items List, consisting of sample items purchased by the County in the last twelve (12) months. Proposer shall apply the percent discount bid on Line Item 9 to the sample items on Attachment A; the same percent discount shall be applied to all items within each category. Attachment A consists of only a portion of the items used by County Facilities Maintenance. The bid will be evaluated by adding the total of all items listed on Attachment A; sample lines included in the bid are meant to serve as an evaluation tool only.
- 6.5.5 Proposer shall complete the three (3) examples found in Section 5 used for evaluating section 6.5.3 and section 6.5.4.

**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 it is understood that the contractor has agreed to all RFP requirements, even if a notation is referenced in an individual section.

Section Number/ Question Number	Required Service You are Unable to Perform	Steps Taken to Meet Requirement


**Attachment A  
Proposed Costs Worksheet**

**SECTION 6.5.1: Water Treatment Testing, Reporting & Chemical Administration Services**

LINE NO.	COUNTY LOCATION	SYSTEM	COST PER MONTH
1	Central Plant	Chilled Water Open-Loop	\$ -
2	Central Plant	Chilled Water Closed-Loop	\$ -
3	JJAEP	Hot Water Closed-Loop	\$ -
4	Juvenile	Hot Water Closed-Loop	\$ -
5	Sheriff's Office Admin	Hot Water Closed-Loop	\$ -

**SECTION 6.5.2: Fee for New Equipment Purchase & Installation**

Proposer shall state a one-time fee for new equipment purchase and installation, if applicable. If supplying new equipment with your solution, please indicate if the County must purchase this equipment or if the County is leasing the equipment for the term of the award.

EQUIPMENT DESCRIPTION / INSTALLATION FEE	QTY	UNIT COST	EXT COST	NOTES:
	1	\$ -	\$ -	
	1	\$ -	\$ -	
	1	\$ -	\$ -	
<b>Total Cost:</b>			\$ -	

**Total of Section 6.5.1 & 6.5.2 (10 Points Maximum): \$ -**

**SECTION 6.5.3: Hourly Rate for System Maintenance & Repairs**

LINE NO.	DESCRIPTION	QTY	UoM	Unit Cost	Ext. Cost
6	Hourly Labor Rate, Normal, M-F 8:00a - 5:00p	20	Hour	\$ -	\$ -
7	Hourly Labor Rate, Afterhours, M-F, 5:01p - 7:59a	1	Hour	\$ -	\$ -
8	Hourly Labor Rate, Weekend and County Holiday	1	Hour	\$ -	\$ -
<b>Total:</b>				\$ -	\$ -

**SECTION 6.5.4: Sample Water Treatment Chemicals & Equipment**

DESCRIPTION	UoM	ANNUAL	NUMBER	Catalog	DISCOUNT	PRICE	EXT PRICE
Garratt Callahan Formula 241-M or Equal	55 gal	6		\$ -	0%	\$ -	\$ -
Garratt Callahan Formula 315 or Equal	55 gal	8		\$ -		\$ -	\$ -
Garratt Callahan Formula 314-T or Equal	50 lbs	56		\$ -		\$ -	\$ -
Garratt Callahan Formula 305 or Equal	55 gal	1		\$ -		\$ -	\$ -
Garratt Callahan Inhibited Hydrochloric Acid 20% Degree or Equal	15 gal	6		\$ -		\$ -	\$ -
Garratt Callahan Formula 17 or Equal	55 gal	9		\$ -		\$ -	\$ -
Garratt Callahan Formula 2018 or Equal	55 gal	1		\$ -		\$ -	\$ -
Chemical Pump MGCPRF4E-HIN3 or Equal	Each	3		\$ -		\$ -	\$ -
<b>Total:</b>						\$ -	\$ -

**Total of Section 6.5.3 & 6.5.4 (15 Points Maximum): \$ -**



**Attachment A**  
**Proposed Costs Worksheet**

**SECTION 6.5.5: Examples used for Evaluating Section 6.5.3 & 6.5.4**

**EXAMPLE 1: MISC CHILLER MAINTENANCE PREP FOR CHILLER TUBE BRUSHING**

LINE NO.	BRIEF LINE DESCRIPTION	QTY	UoM	HR LABOR RATE	CATALOG	DISCOUNT	PRICE	EXT PRICE
1	Chiller Acid Flush (normal)	8	Hour	\$ -				\$ -
2	Chiller Acid Flush (Holiday)	6	Hour	\$ -				\$ -
3	Chemical Required (Inhibited Hydrochloric Acid 20%) 5 gallon containers	10	5 gallon cont.		\$ -	0%	\$ -	\$ -
<b>Example 1 Total:</b>								\$ -

**EXAMPLE 2: CHILLER EQUIPMENT REPAIRS**

LINE NO.	BRIEF LINE DESC.	QTY	UoM	HR LABOR RATE	CATALOG	DISCOUNT	PRICE	EXT PRICE
1	Equipment Repair Labor (after-hours)	6	Hour	\$ -				\$ -
2	Chemical Pump MGCPRF4E-HIN3 or Equal	2	Each		\$ -	0%	\$ -	\$ -
<b>Example 2 Total:</b>								\$ -

**EXAMPLE 3: EMERGENCY CHILLER EQUIPMENT REPLACEMENT**

LINE NO.	BRIEF LINE DESC.	QTY	UoM	HR LABOR RATE	CATALOG	DISCOUNT	PRICE	EXT PRICE
1	Equipment Repair Labor (Holiday)	3	Hour	\$ -				\$ -
2	Chemical Pump MGCPRF4E-HIN3 or Equal	2	Each		\$ -	0%	\$ -	\$ -
<b>Example 3 Total:</b>								\$ -

<b>Total Section 6.5.5 (5 Points Maximum):</b>	\$ -
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Cells outlined in red are user editable.

**RFP 2020-429 Chilled Water Testing Services, Equipment Supplies  
Attachment B: Collin County Water Treatment Systems**

<b>Location</b>	<b>Description</b>	<b>Type</b>	<b>Tank Capacity</b>	<b>Quantity</b>
4600 Community Ave. Mckinney TX 75071	Treats water through Chiller's condensers, piping, pumps, and water towers, requires make-up water open to evaporation and constant chemical treatment	Open-Loop	N/A	1
4600 Community Ave. Mckinney TX 75071	Treats water through Chillers evaporators, pumps, piping, campus buildings & storage tank	Closed-Loop	719,000 gal.	1
4700 Community Ave. Mckinney TX 75071	JJAEP: Hot Water System	Closed-Loop	N/A	1
4700 Community Ave. Mckinney TX 75071	Juvenile: Hot Water System	Closed-Loop	N/A	3
4300 Community Ave. McKinney TX 75071	Sherriff's Office Administration Building: Hot Water System	Closed-Loop	N/A	1

## **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.collincountytx.gov/government/Pages/officials.aspx>

At the time of this solicitation being released, the following are known to be involved in the planning, recommending, selecting, and contracting for the attached procurement:

Department:

Facilities Maintenance

Rick Monk – Director of Facilities Maintenance

Laszlo Vadasz – Facilities Superintendant

Rickee Harris – Facilities Tech Coordinator

George King – Facilities Tech Coordinator

Purchasing:

Michelle Charnoski, CPPB – Purchasing Agent

Hunter Alley – 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.

# Request for Taxpayer Identification Number and Certification

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

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

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>	
<input type="text"/>	<input type="text"/>
<b>or</b>	
<b>Employer identification number</b>	
<input type="text"/>	<input type="text"/>

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

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

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

### Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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