

2023-263

Audio Video Equipment Upgrade in JP Courtrooms

Issue Date: 5/23/2023 Questions Deadline: 6/13/2023 05:00 PM (CT) Response Deadline: 6/29/2023 02:00 PM (CT)

Collin County Purchasing

Contact Information

Contact: Michelle Michaelis, CTPM, Senior Buyer Address: Purchasing Admin. Building Ste. 3160 2300 Bloomdale Rd. Ste. 3160 McKinney, TX 75071 Phone: (972) 548-4113 Email: mmichaelis@co.collin.tx.us

Event Information

Number:	2023-263
Title:	Audio Video Equipment Upgrade in JP Courtrooms
Туре:	Request for Proposal - Other
Issue Date:	5/23/2023
Question Deadline:	6/13/2023 05:00 PM (CT)
Response Deadline:	6/29/2023 02:00 PM (CT)
Notes:	
	Collin County's intent of this Pequest For Proposal (F

Collin County's intent of this Request For Proposal (RFP) and resulting contract is to provide proposers with sufficient information to prepare a proposal for preparation of a turnkey Audio Video system to replace an existing systems in the JP Precinct 1 and 2 courtrooms.

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

Deadline to Submit Questions

Hello,

Just a reminder the Collin County RFP 2023-263 (Courtroom Audio Video Equipment Upgrade in Lavon)deadline for questions is 6/13/2023 by 5 p.m. CST.

Intent to Submit Proposal

Hello,

Just a reminder that the deadline to submit a proposal for RFP 2023-263 for Courtroom Audio Video Equipment Upgrade in Lavon for Collin County ends 6/29/23 at 2 pm CST.

Bid Attachments

General_Instructions_Proposals_07.18.2022.docx 1.0 General Instructions RFP	View Online
Terms_of_Contract_Proposals2.10.21.docx	View Online
Terms of Contract - Proposals	
Insurance updated 1-26-2015.doc	View Online
Minimum Insurance Requirements	
Exhibit A - Collin County AV Cabling Standards.docx	View Online
Exhibit A - Collin County AV Cabling Standards	
Exhibit B - Prevailing Wage Rates.docx	View Online
Exhibit B - Prevailing Wage Rates	

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6/9/2023 2:00:00 PM (CT)

6/26/2023 2:00:00 PM (CT)

Performance_Bond.pdf View Online Performance Bond View Online Payment_Bond.pdf View Online Payment Bond View Online HB23_ClQ.docx View Online Information Regarding Conflict of Interest Questionnaire View Online ClQ_113015.pdf View Online Conflict of Interest Questionnaire View Online W-9 rev 2018.pdf View Online W-9 Form View Online

Requested Attachments

W9

(Attachment required)

Please submit a current W9

Conflict of Interest Questionnaire

Response to RFP

(Attachment required)

Please submit a response to section 6 and Attachments A-B

Bid Attributes

1 eBid Notice

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

(Required: Maximum 1000 characters allowed)

2 Contact Information

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

(Required: Maximum 4000 characters allowed)

3 Exceptions (for RFP/RFQ)

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

□Yes □No

(Required: Check only one)

4 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.

(Required: Maximum 1000 characters allowed)

5 Subcontractors

State the business name of all subcontractors and the type of work they will be performing under this contract. If you are fully qualified to self-perform the entire contract, please respond with "Not Applicable-Self Perform".

(Required: Maximum 4000 characters allowed)

6 Reference No. 1

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

(Required: Maximum 4000 characters allowed)

7 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 are preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

(Required: Maximum 4000 characters allowed)

8 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 are preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

(Required: Maximum 4000 characters allowed)

9 Debarment Certification

I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Please initial.

(Required: Maximum 1000 characters allowed)

1 Immigration and Reform Act

I declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America. I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable by Collin County. Please initial.

(Required: Maximum 1000 characters allowed)

Disclosure of Certain Relationships

Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071. Please initial.

(Required: Maximum 1000 characters allowed)

1 Anti-Collusion Statement

Bidder certifies that its Bid/Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid/Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in Agreement cancellation, return of materials or discontinuation of services and the possible removal from bidders list. Please initial.

(Required: Maximum 1000 characters allowed)

1 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 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)			

15	Critical Infrastructure Affirmation Pursuant to section 2274.0102 of the Texas Government Code, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries. Please initial. (Required: Maximum 1000 characters allowed)
16	Energy Company Boycotts Pursuant to Section 2274.002 of the Texas Government Code, should the contract have a value of \$100,000 or more and the company employs 10 or more full-time employees, Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies, and (2) will not boycott energy companies during the term of the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency. Please initial.
17	Firearm Entities and Trade Associations Discrimination Pursuant to section 2274.002 of the Texas Government Code, should the contract have a value of \$100,000 or more and the company employs 10 or more full-time employees, Respondent verifies that: (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency. Please initial. (Required: Maximum 1000 characters allowed)
18	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, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage? 4. If your state favors resident bidders, state by what dollar amount or percentage. (Required: Maximum 4000 characters allowed)

1	Proposer	Ack	now	/led	Igement
9					•

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)

2 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 interlocal 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?

(Required: Check only one)

Bid Lines

1	Complete and Upload Attachments A (Requirements) & B (Pricing Sheet) (Line excluded from response total)	
	Supplier Notes:	Additional notes (Attach separate sheet)

Supplier Information

Company Name:	
Contact Name:	
Address:	
Phone:	
Fax:	
Email:	
Supplier Note	es a la companya de l

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 addenda 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 (91st) day following public opening of Submittals and only prior to award.

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

1.7 All RFPs and CSPs 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 Submittals via email, oral, telegraphic or telephonic will not be accepted. RFPs and CSPs may be submitted in electronic format via Collin County eBid.

1.9 All RFPs and CSPs 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 RFPs and CSPs submitted in hard copy paper form only, no flash drives, CD-ROMs or any other form of "plug and play" portable storage device will be accepted as a Submittal. RFPs, and CSPs 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 RFP or CSP 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 <u>https://collincountytx.ionwave.net/</u>, 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.

Revised 07/18/2022

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

1.21 Public Information Act: Collin County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. All information submitted by prospective 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 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

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

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

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

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

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

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

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

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

2.18.1 Collin County Purchase Order Number;

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

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

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

2.20 All warranties shall be stated as required in the Uniform Commercial Code.

2.21 The Vendor/Contractor/Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

2.22 The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.

2.23 The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Collin County, Texas.

2.24 The Vendor/Contractor/Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.

2.25 The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.

2.26 Vendor/Contractor/Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Vendor/Contractor/Provider for purposes of solicitation. As exception, Vendor/Contractor/Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.

2.27 The Vendor/Contractor/Provider understands, acknowledges and agrees that if the Vendor/Contractor/Provider subcontracts with a third party for services and/or material, the primary Vendor/Contractor/Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Vendor/Contractor/Provider and the third party, including any payment dispute, will be promptly remedied by the primary vendor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Vendor/Contractor/Provider by Collin County for any payments owed to the third party.

2.28 Vendor/Contractor/Provider shall provide Collin County with diagnostic access tools at no additional cost to Collin County, for all Electrical and Mechanical systems, components, etc., procured through this contract.

2.29 Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by Collin County prior to access being granted to Collin County facilities. Upon request, Vendor/Contractor/Provider shall provide list of individuals to the Collin County Purchasing Department within five (5) working days.

2.30 Non-Disclosure Agreement: Where applicable, vendor shall be required to sign a nondisclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by vendor, except as provided in the contract/agreement, may cause serious harm or damage to Collin County. Therefore, Vendor agrees that Vendor will not use the information furnished for any purpose other than that stated in contract/agreement, and agrees that Vendor will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible transaction. This agreement shall be binding upon Collin County and Vendor, and upon the directors, officers, employees and agents of each. 2.31 Vendors/Contractors/Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must be legally eligible to work in the United States of America.

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

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

2.34 Delays and Extensions of Time when applicable:

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

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

2.35 Disclosure of Certain Relationships: Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Collin County 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:	\$2,000,000
•	General Aggregate:	\$2,000,000

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

Employers' Liability

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

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

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

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

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

3.1.5 Umbrella/Excess Liability insurance.

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

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

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

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

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

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

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

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

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

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

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

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

4.0 EVALUATION CRITERIA AND FACTORS

4.1 The award of the contract shall be made to the responsible proposer, 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 closing date and time as part of a documented evaluation process. For each decision point in the process, the County will evaluate contractors according to specific criteria and will elevate a certain number of contractors to compete against each other. The proposals will be evaluated on the following criteria.

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

LEVEL 1 – CONFORMANCE WITH MANDATORY REQUIREMENTS

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. At the County's discretion, proposers may be contacted to submit clarifications or additional information within two (2) business days. Criteria assessed during Level 1:

- Conformance with RFP guidelines and submittal requirements (Section 6.0).
 Including all attachments
- References provided will be contacted for verification and that information will be passed onto the evaluation committee and scored in level two (2).

The following items listed below are Collin County equipment manufacturer standards per Court Order No. 2022-1217-11-07. No substitutions allowed.

- The video processing/switching/control equipment shall be Crestron with no substitutions allowed.
- The audio digital signal processor shall be by Biamp Systems Corporation or Crestron with no substitutions allowed.
- The network cabling system shall comply with Collin County's Panduit requirements and manufacturer shall be Panduit Corporation with no substitutions allowed.
- The assisted listening system shall be Williams Sound with no substitutions allowed.
- Data room switching and routing shall be Cisco Equipment with no substitutions allowed.

Technology Area:	Audio Visual
Manufacturer	Purpose
Samsung Electronics	LED HDTV systems for video display. Selected as standard in county
Co., Ltd	implementations for consistency and support needs and for ease of
	integration with Crestron control systems.

Crestron Electronics, Inc.	Audio/Video system products include HDbaseT and AV over IP technology infrastructures that include transmitters, receivers, encoders, decoders, controllers, matrix switchers, management software, touch panels, cabling, cabinet enclosures, etc. Selected as a standard due to market position, technical direction, and no-cost training towards certification for government customers.	
Shure Incorporated	Professional audio manufacturer for Microphones and audio electronics, Wireless Microphone Systems, Earphones, Headphones, In-Ear Monitoring, etc. County Enterprise standard for quality consistency.	
Harman International Industries, Inc. (a Samsung Electronics subsidiary)	 A/V systems of loud speakers, mixers, controllers, software, etc. selected as standard for consistency. Subsidiary companies are comprised of: AKG Acoustics BSS Audio Crown International dbx Professional Products Harman Kardon JBL (JBL Paragon) Lexicon Martin Professional Soundcraft Studer Harman Connected Services 	
Biamp Systems	Audio server, amplifier, input card and output cards selected as a standard for	
Corporation	consistency, support and programming reasons.	
Williams Sound, LLC	Assisted listening system selected as a standard for consistency, support and programming reasons.	

LEVEL 2 – DETAILED PROPOSAL ASSESSMENT

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

Points	Criteria
60	Response and compliance with Attachment A - Requirements
	(Proposal Format Item 6.8) (Maximum of 60 Points)
	General Requirements (Maximum of 10 Points)
	Functional Requirements (Maximum of 20 Points)
	Technical Requirements (Maximum of 20 Points)
	Warranty Requirements (Maximum 5 Points)
	Training Requirements (Maximum 5 Points)
20	Qualifications of the Firm (Proposal Format Item 6.2, 6.3, 6.6)
15	Project Plan/Timeline (Proposal Format Item 6.4, 6.7)
5	References (Proposal Format Item 6.5)

• It is anticipated that the Evaluation Committee will elevate proposals scoring at least 70 points to Level 3.

LEVEL 3 – COST (25 Points)

Points	Evaluation Criteria	
25	Total Cost including 1 year warranty (Proposal Format Item 6.9)	

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

LEVEL 4 – BEST AND FINAL OFFER

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

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

5.0 SPECIAL CONDITIONS AND SCOPE OF SERVICES

5.1 Intent of Request for Proposal: By order of the Commissioners Court of Collin County, Texas sealed proposals will be received for 2023-263 Audio Video Equipment Upgrade in JP Courtrooms. Collin County's intent of this Request For Proposal (RFP) and resulting contract is to provide proposers with sufficient information to prepare a proposal for preparation of a turnkey Audio Video system to replace existing systems in the JP Precinct 1 and 2 courtrooms.

Pre-Proposal Conferences: <u>Mandatory</u> pre-proposal conference(s) will be conducted by Collin County on:

- 1. **Tuesday, June 6, 2023 at 1:00 p.m.** in the Lavon Precinct 2 Law Enforcement Building at 1025 S. State Highway 78 Lavon, TX 75166. The group will then visit the one (1) of the existing courtroom(s) to see the equipment layout.
- 2. **Thursday, June 8, 2023 at 1:00 p.m.** in the Lavon Precinct 2 Law Enforcement Building at 1025 S. State Highway 78 Lavon, TX 75166. The group will then visit the one (1) of the existing courtroom(s) to see the equipment layout.

Proposer(s) must attend one (1) of the conferences listed above to be considered – it is not required to attend both; moreover, this is to provide an opportunity for all interested companies to ask questions, receive clarification, and additional documentation providing information and to

tour the facilities. The site tours are also to avoid the situation of a proposal being submitted without the Contractor having seen the facilities. It is not mandatory that the same company representatives participate in both activities. Delegation of each task assignment is at the discretion of the Contractor; however, at least one company representative should represent the Contractor at each activity. If a Proposer and/or Proposer's representative(s) does not attend one (1) of the conferences, their bid may be eliminated.

5.2 **Term**: Term: Provide for a term contract commencing on the date of the award and continuing until project is complete. All equipment should come with a standard one year warranty.

5.3 **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.

5.4 **Response Time**: Proposer shall initiate services at the County's designated first location within sixty (60) calendar days according to the schedule proposed by proposer in section 6.7.

5.5 **Delivery Location**: Location for delivery will be stated on the Collin County Purchase Order(s).

5.6 **Testing**: Testing may be performed at the request of Collin County, by an agent so designated, without expense to Collin County.

5.7 **Approximate Value** of this contract is \$100,000 for the Justice of the Peace Precinct 1 Courtroom (in McKinney) and \$200,000 for the Justice of the Peace Precinct 2 Courtroom refresh (in Lavon).

5.8 **Background Check**: All Contractor employees that will be working on site or by remote access shall pass a criminal background check performed by Collin County before any work may be performed. The selected Contractor shall be provided the required documents to submit required information for background checks.

5.9 **Subcontractors:** Contractor shall state names of all subcontractors and the type of work they will be performing. If an contractor fails to specify a subcontractor, then he shall be deemed to have agreed that he is fully qualified to perform the contract himself, and that he will fully perform the contract himself. No 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.

5.10 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.

5.11 **Confidential or Proprietary Information:** Collin County is subject to the Texas "Public Information Act", Texas Government Code Chapter 552. Proposers 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.

5.12 **Payment and Performance Bonds:** In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of \$25,000.00 and a Performance Bond if the contract is in excess of \$100,000. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

5.13 **Wage Scale**: In accordance with The Texas Government Code, Title 10, Chapter 2258, Prevailing Wage Rates, the general prevailing wage rate has been determined for this locality for the craft or type of workman needed to execute work of a similar character of the project listed herein. The Contractor shall pay the prevailing wage rate in this locality to all his/her employees and subcontractors performing work on this project, and in no event shall the Contractor pay less than the rate shown in the following schedule. Refer to Exhibit B for current prevailing wage rates.

5.14 **Background**: Collin County IT department is seeking proposals for the Justices of the Peace for Precinct 1 and 2 courtrooms, located in McKinney and Lavon, Texas, from qualified firms to provide Audio Video system refreshes to replace existing systems.

5.15 General Project and System Requirements: Proposers shall provide a written narrative that demonstrates the firm's ability, reliability, expertise and understanding of service requirements listed below and their proposed service plans. Indicating the number of days required for each phase of the projects, proposer shall include a proposed schedule for the project separating by the different court locations. The county is seeking a turn-key solution for each location to procure, deliver, install, configure, program, test, and document the standard county build out to provide a refresh for AV services for Precinct 1 and 2 courtrooms.

The attached Requirements (Refer to Attachment A) and Pricing sheet (Refer to Attachment B), along with any additional cables, boxes, connectors, faceplates or other materials required to provide a turn-key AV solution, will be required for this RFP. This pricing sheet is for procurement, installation and configuration of an audio/visual A/V over IP upgrade solution in the Precinct 1 and 2 Courtrooms.

- The system must be turnkey and include any electrical, bracing for mounting TV's, cabling, etc.
- The TV wall mounts will be articulating arms wherever possible.
- The proposed system must comply with all Federal and State Laws.
- The County desires a turnkey installation of all systems under a single contract.
- The proposed system should include installation and a 1 year warranty
- Perform detailed formal site survey accompanied by Collin County IT staff so vendor may document the current system.
- The awarded contractor shall provide a drawing diagram.

- The County prefers that contractors or implementation partners have a local office or headquarters within the Dallas/Fort Worth area to minimize any implementation, or ongoing production support, costs.
- Provide all new equipment for this project. None of the required equipment shall be refurbished, or reused.
- All devices shall have the latest firmware installed by the Contractor.

5.16 **Deliverables:**

- Provide all new equipment for this project. None of the required equipment shall be refurbished, or reused.
- All devices shall have the latest firmware installed by the Contractor.
- Both courtrooms must be completed prior to May 14, 2024.
- 5.17 Audio Video System Requirements: The proposer will submit an Audio Video solution outlining their proposals for the following features/functions. In addition to the following, please refer to Exhibit A for Cabling Standards for Collin County. *Please note on the following and the attached spreadsheets (requirements and pricing) that there are differences noted between the two different courtroom's equipment requirements. Do not assume that the same equipment will be used in both courts.*

Precinct 1 - McKinney Building:

- 1- Crestron Tabletop 10" Touch Screens to Control the System for Judge & Court Admin
- 1 Samsung 98" TV main courtroom wall
- 4 Annotation monitors for Judge, Witness, Defense and Plaintiff
- 4 Desktop mic BeyerdynamicRM30 with on/off switch with light ring for Judge, Witness, Defense and Plaintiff
- ? Unspecified number of microphones for Gallery and Witness ceiling [please indicate number on pricing sheet based on the Lavon courtroom layout]
- ? Unspecified number of new speakers [please indicate number on pricing sheet based on the Lavon courtroom layout]
- 1 Samsung 32" "Frame" TV QN32LS03BBFXZA to replace INFAX monitor in hall
- 1 Samsung 50" ceiling mounted TVs for gallery
- 1 Elmo PX-30E Document Viewer
- 1 Voice teleconference system that integrates into the Audio Video system
- 1 Integrate existing 4 cameras pointed at Judge, Witness, Defense Plaintiff so they can be controlled by the A/V system and connected to the Judges PC with system audio
- 2 Replace table Cubby for electrical and media for Defense and Plaintiff tables
- 1 New Hardware Transmitter installed at table in Jury Deliberation room
- 1 Sidebar White Noise
- 2 Crestron AirMedia One-Touch Wireless Collaboration Transmitters
- 1 Shure Wireless combo kit QLXD124/85-G50
- 1 Hearing Impaired Transmitter and receiver

• 2 - Synced countdown timers, one mounted at the back of the courtroom and the other on Judges Bench where he can pick it up and set it on top of the bench for the courtroom to see. The timers need to be in-sync to show the same countdown.

Precinct 2 – Lavon Building:

- 2 Crestron Tabletop 10" Touch Screens to Control the System for Judge & Court Admin
- 1 Samsung 85" interactive TV WM85B for main courtroom wall
- 4 Annotation monitors for Judge, Witness, Defense and Plaintiff
- 4 Desktop mic BeyerdynamicRM30 with on/off switch for Judge, Witness, Defense and Plaintiff
- ? Unspecified number of microphones for Gallery and Witness ceiling [please indicate number on pricing sheet]
- ? Unspecified number of new speakers [please indicate number on pricing sheet]
- 1 Samsung 32" "Frame" TV QN32LS03BBFXZA to replace INFAX monitor in hall
- 3 Samsung 43" LH43BETHLGFXGO ceiling hung TVs for gallery and Jury box
- 1 Elmo PX-30E Document Viewer
- 2 Sony UBP-X800M2 Multi-Media USB/Disk Players for Jury Deliberation room and Courtroom
- 1 Voice teleconference system that integrates into the Audio Video system
- 5 Cameras mounted on the ceiling pointed at Judge, Witness, Defense Plaintiff and Jury Room and controlled by the A/V system and connected to the Judges PC with system audio
- 1 Samsung 75" TV for LH75BETHLGFXGO for Jury Deliberation room
- 1 Multimedia rack mounted in the Jury Deliberation room
- 1 Table Cubby for electrical and media cabling for Jury Deliberation room
- 2 Replace table Cubby for electrical and media for Defense and Plaintiff tables
- 1 New Hardware Transmitter installed at table in Jury Deliberation room
- 1 Ceiling cable management pole for A/V Rack in closet
- 1 Sidebar White Noise
- 2 Crestron AirMedia One-Touch Wireless Collaboration Transmitters
- 1 Shure Wireless combo kit QLXD124/85-G50
- 1 Hearing Impaired Transmitter and receiver

5.18 Installation and Collin County Environment Considerations:

- Collin County will provide a secured area where the proposer can store their equipment at both locations.
- Installer(s) will need to coordinate work times with IT A/V Administrator for court access.

5.19 General Implementation Requirements:

- The deployment of the system should be installed, operational, and completed in six at least (6) months after contract is signed by both the proposer and Collin County
- The proposer will perform all work consistent with Collin County standards and industry best practices. Where the two diverge the Collin County IT Project Manager will be responsible for making the decision on which to use.
- The proposer will identify opportunities to optimize system benefits.
- The proposer will detail an implementation plan that reduces risk.
- The proposer will provide technology architecture diagrams to show the system architecture.
- The proposer's recommendation will demonstrate a commitment to user training and knowledge transfer.
- Any deviations from any design drawings must be approved by Collin County.
- All personnel working on site at all Collin County Facilities must agree to follow all Collin County rules and regulations.

5.20 **Training Requirements:**

- All training shall be provided at no additional cost to Collin County.
- The proposer will provide detailed system documentation and training materials that describe all system administration functions.
- All proposer training will ensure that all users can adequately perform all basic system related administrative, diagnostic, and proactive management functions within the proposed system.

5.21 Warranty, and Service Response Requirements:

On-Going Service Expectations:

- Provide a one (1) year warranty on all products and workmanship beginning at the time of final project acceptance by both parties. Any equipment needing to be replaced shall be replaced with brand new if failure occurs within the first ninety (90) days. Warranty shall include defects in workmanship and material. During warranty period, supplier shall also replace or repair, free of charge, any equipment proven to be defective in workmanship or material.
- A 3-year warranty on all equipment, materials, and/or labor must be included and shown as a line item on the itemized payment schedule.
- In the event of a break and/or critical malfunction, vendor shall provide email and/or phone information for repair reporting and shall respond to request within 24 hours of notification.

5.22 **Production Implimentation and Post Implimentation Support:**

- Collin County will supply a Project Manager for this project.
- The proposer will supply a Project Manager who will work with the County for the duration of this project.
- The proposer must supply a project plan outlining key project milestones and their respective durations.
- If equipment is stored offsite proposer shall be responsible for theft or damage to the equipment.
- If the contractor misses a piece of equipment, requirement, incompatibility, or service required for a complete and functioning solution it shall be the contractor's responsibility to correct it at their own expense whether by purchasing the missing components or performing the required labor.

5.23 Security Requirements:

- Installers and Contractors should be able to pass background check if needed by Sheriff's Office.
- Proposer, Installers and Contractors shall be escorted by IT and/or Law Enforcement personnel while on the property.
- System should only be accessible by authorized users. System s should not be hackable by outside users and should be a closed circuit.

6.0 PROPOSAL FORMAT

In accordance with the directions below, proposer shall provide a response for each item in Sections 6.2-6.9 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", proposer shall state that and refer to Section 7.0 Exceptions, with explanation.

Proposer shall adhere to the instructions in this request for proposals on preparing and submitting the proposal. If proposer 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 No oral, telegraphic, telephonic or facsimile bids will be accepted. Bids submitted via email, CD-ROM, or Flash Drive will not be accepted. RFPs may be submitted in electronic format via Collin County eBid at <u>https://collincountytx.ionwave.net</u>
- 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 RFP 2023-263 Audio Video Equipment Upgrade in JP Courtrooms Attn: Michelle Michaelis, Senior Buyer 2300 Bloomdale, Suite 3160 McKinney, TX 75071

Paper copies shall be printed on letter size (8 $\frac{1}{2}$ 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 proposer to insure that their proposal reaches Collin County Purchasing prior to the date/time for the opening no matter which submission method is used.

6.2 **Firm Overview**

Proposer is requested to define the overall structure of the Firm to include the following

- A descriptive background of your company's history.
- State your principal business location and any other service locations.
- 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.
- What is your primary line of business?
- How long have you been selling product(s) and/or providing service(s)?
- State the number and location of installations where your services are in use.
- Identify any terminated public sector projects. Disclose the jurisdiction and explain the termination.
- 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.
- List of all lawsuits resulting in award (in or outside of court) to a client and provide basis and finding of any settlement.

6.3 **Proposed Project Team/Staff Qualifications/Experience/Credentials**

• Provide credentials, qualifications as well as experience for each team member or key personnel on the project.

- Provide name, job title, responsibilities, project management practices, role on the project, and number of years they have been in the role.
- 6.4 **Proposed Project/Services:** Contractor is requested to provide an implementation plan for the proposed product(s)/service(s) to include but not limited to the following areas:
 - Project to include all necessary components to render it complete and operational;
 - Proposed Project Plan showing, at a minimum, the gollowing key areas:
 - Installation
 - Education and Training
 - Testing and Support
 - Documentation samples showing the work product the county may expect to receive covering:
 - o Warranty
 - Configuration and programing details
 - As-Built Diagrams

6.5 **References**

• Proposer is requested to provide at least three (3) references. Please include a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

6.6 Similar Projects Involved With:

• Provide a list of other similar projects that you are involved with currently or will be involved with during the duration of this project.

6.7 **Time Schedule:**

- Provide a schedule for each phase of the proposed project beginning with program development and ending with the date of operation to minimize the duration of the implementation. The schedule shall include all tasks that will require time in the process, such as County review (identify amount of time assumed for each task). All work shall be performed during normal business hours (Monday – Friday, 8am – 5pm). Weekend and after hours work will not be permitted.
- Both courtrooms must be completed prior to May 14, 2024.

6.8 **Detailed Response to Requirements**

Contractor shall respond to all requirements in Attachment A - Requirements.

- Requirements that require a detailed response shall be submitted as an attachment titled "Detailed Response to Requirements". The responses shall be in order and include the reference numbers within this document. Acknowledgement of response on this sheet is required and reference of location of response shall be referenced in the comment section of this document.
- Any responses that are answered as a yes mean that the system will fully comply with no setup required, configurable with no changes to source code, or are provided with reporting tool. If the functionality is not available at this time the response shall be answered as no and shall be included in your proposal as "exceptions" with further explanation. Refer to Section 7.0 of the specifications for more details on Exceptions.

6.9 **Pricing**

- See Attachment B Pricing Sheet. Be sure to include all items necessary to render project complete and operational. Be sure to fill out both tabs for JP Court 1 and JP Court 2.
- Given the estimated amount of the project, bonds will be required. Refer to section 5.12.
 - Contractor must furnish one (1) year performance and payment bonds within ten (10) consecutive calendar days following award of contract.
- State Cost for an additional 3 Year Warranty.

7.0 **Exceptions**

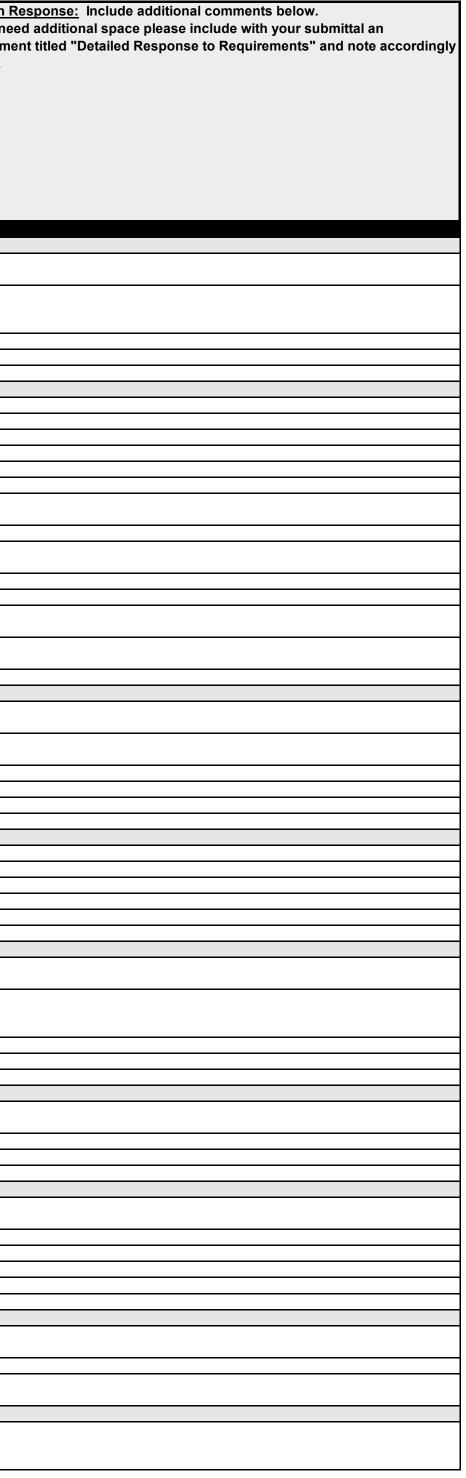
Instructions for completing section:

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

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

Attachment A - Requirements JP1

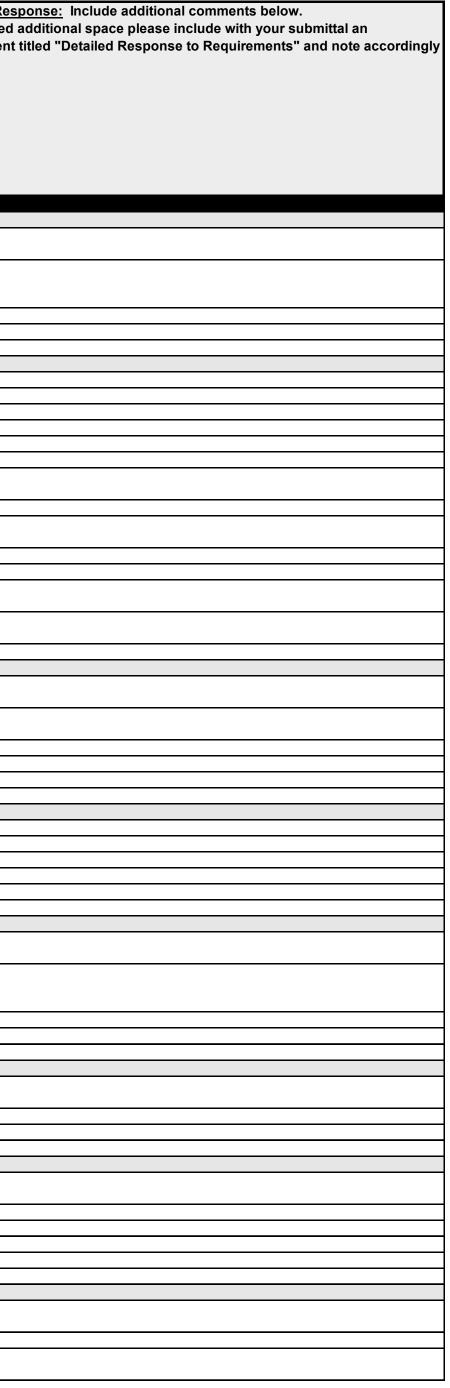
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5.19.6.3 Touch panel shall be utilized as needed to control Camera Recording.		All Cameras firmware shall be updated at the time of install.			
5.19.7 Room Control					
5.19.7.1 Existing control processor shall be programed for the following functions as utilized for Court Audio Video Recording. · Desk touch screen display: Switch to Cameras Record On/Off/Input Select · Microphones: Volume Control Up/Down, mute · Audio: Volume Control Up/Down, mute 5.19.7.2 It is the Vendors' responsibility to program the new system. 5.19.7.3 It is the Vendors responsibility to program the DSP. 5.19.8 Audio: Audio and video connectivity 5.19.8.1 All audio and video connections between the Court Room and the equipment rack shall adhere to accepted industry standards. 5.18.8.3 Consideration of speaker ohm impedance for proper American Wire Gauge cabling as necessary. 5.19.8.1 If any new audio cabling and speakers are to be provided then Vendor is responsible for proper mounting and hardware. 5.19.9 Timer 5.19.9.1 can physically pick it up and set it on top for the courtroom to see. The timers need to be synced to show the same					
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5.20	IMPLEMENTATION REQUIREMENTS	
5.20.1	Design	
5.20.1.1	Provide "As Built" schematics for Camera Video subsystem to include cable routing and labels in an editable format compatible with Microsoft Office products.	
5.20.1.2	Provide "As Built" schematics for Camera Audio subsystem to include cable routing and labels in an editable format compatible with Microsoft Office products.	
5.20.1.3	Provide "As Built" schematics for Control subsystem to include cable routing and labels in an editable format compatible with Microsoft Office products.	
5.20.1.4	Provide "As built" drawings of how equipment is mounted and cabled within the Court room or rack in an editable format compatible with Microsoft Office products.	
5.20.1.5 5.20.2	Provide a "Cable Matrix" indicating which device plugs into which port of all devices. Integration	
5.20.2.1	Any new electrical needed will be provided by vendor or vendor's licensed and bonded contractor.	
5.20.2.2	Integrate Hearing Impaired Assistive Listening to audio subsystem as necessary.	
5.20.2.3	The appearance of the Courtroom shall remain unchanged and be identical to the condition in which it was found prior to the start of work in that room.	
5.20.2.4	Damage to Courtroom surfaces shall be repaired by the Vendor with matching surface material and repainted as necessary.	
5.20.2.5 5.20.3	The Audio and video system will be installed into the Judges PC to perform video conferencing. Testing	
0.20.0	Fully test the final system according to industry standards to ensure proper functionality of all audio and video inputs	
5.20.3.1	and outputs. County Audio/Visual Administrator or alternate shall be present during testing and shall sign off on each item tested.	
5.20.3.2	Fully test the final system according to industry standards to ensure proper functionality of the control system. County Audio/Visual Administrator or alternate shall be present during testing and shall sign off on each item tested.	
5.20.3.3	Provide a complete report of all testing results back to Collin County upon completion of testing. This report shall be in an editable format compatible with Microsoft office products.	
5.20.4	Other Responsible for mounting of any equipment in the A/V rack and shall provide all necessary hardware and incidentals	
5.20.4.1	to meet this requirement. Responsible for mounting of all equipment in the rack and shall provide all necessary hardware and incidentals for	
5.20.4.2	such.	
5.20.4.3	Responsible for providing, running and terminating all required cabling.	
5.20.4.4	Any network cabling required by the new system from the IDF room to the Audio Visual rack shall be new UTP Cat6 Plenum cabling and shall be terminated as necessary to the Provided Patch Panels in IDF room and A/V rack by Collin County.	
5 00 4 5	Any cabling from endpoint devices in Probate Court to the A/V rack equipment shall be new Shielded Cat6 Plenum	
5.20.4.5	and shall be terminated as necessary.	
5.20.4.6	Proper cable loading management shall be provided. All in-ceiling cable runs shall be run through cable supports. If there are no existing cable supports the Contractor shall	
5.20.4.7	All in-ceiling cable runs shall be run through cable supports. If there are no existing cable supports the Contractor shall be responsible for installing cable supports (J-Hooks). Vendor shall be responsible for any cabling and conduit required through fire rated walls to adhere to proper industry	
5.20.4.8	standards and building code requirements.	
5.20.4.9	Label all cables with locations and switch connections per Attachment Collin County cabling standards.	
5.20.4.10	All new Cat6 cables shall be terminated as necessary to industry standards.	
5.20.4.11	All work shall be performed during normal business hours (Monday – Friday, 8am – 5pm). Weekend and after hours work, will not be permitted. Add all necessary buttons to the existing or new touch panel as recommended by the Vendor.	
5.20.4.12	Supply a Project Manager who will work with Collin County for the duration of this project.	
	All programming code shall be provided to the Collin County Audio/Visual Administrator upon completion of the project along with a copy of the programming software.	
5.20.4.14 5.20.4.15	Provide to Collin County a complete list of all configuration settings used within all devices.	
	All technical communication of any kind shall go through the contractors' Project Manager, the Collin County Project	
5.20.4.16	Manager and/or the Collin County Audio/Visual Administrator.	
5.20.4.17	Contractor shall have an office located within two (2) hours of the site so that they may provide onsite support within the specified time limit of the warranty.	
5.20.4.18	Collin County is requesting vendor give recommendations on capability of remote control.	
5.20.4.19	Provide all new equipment for this project. None of the required equipment shall be used/refurbished. If equipment is keep offsite, it will be the vendors responsible. Collin County will provide a secure onsite storage if	
5.20.4.20	needed.	
	Review RFP requirements for completeness and accuracy in order to ensure a full and properly functioning system	
	upon completion. Please note that no amendments shall be allowed once proposal has been accepted by Collin	
	County. If the contractor misses a piece of equipment, requirement, incompatibility, or service required for a complete and functioning solution it shall be their responsibility to correct it at their own expense whether by purchasing the	
	missing components or performing the required labor.	
5.20.4.21		
5.20.4.22	Submit product data sheets for all proposed items to Collin County at the time of RFP.	
5.29.4.23	Program the system with all necessary code which shall include necessary standard industry features.	
E 00 4 0 4	During the installation, if it is found there are discrepancies in equipment that prevent the completion of the project, the contractor will be responsible for supplying those items and covering the cost of those items. The cost of any item	
5.20.4.24 5.20.5	mistakenly installed will be covered by the contractor. Warranty	
	Provide a One (1) year warranty on all products and workmanship beginning at the time of final project acceptance by	
	both parties. Any equipment needing to be replaced shall be replaced with brand new if failure occurs within the first	
	90 days. Warranty shall include defects in workmanship and material. During warranty period, supplier shall also replace or repair, free of charge, any equipment proven to be defective in workmanship or material. Owner furnished	
	equipment shall be exempt from this warranty. Contractor shall provide cost for optional extended warranty and	
5.20.5.1	exchange policy through equipment manufacturers. All items reported shall receive a response via phone within Two (2) hours from the date/time of original notice of	
5.20.5.2	All items reported that require onsite repair/replace, technician shall be onsite within 24 hours (next Business Day)	
5.20.5.3	from the date/time of original notice of issue. (Phone call, online request, etc.)	
5.20.6	Training	
5.20.6.1	Provide Two (2) hours of training to the courtroom staff on operation of all aspects of the completed system. Provide onsite hands on training to the county Audio/Visual Administrator on operation, troubleshooting, and	
5.20.6.2	configuration of completed system.	
5.20.6.3	Provide onsite hands on training to JP1 staff on how the system works.	

Attachment A - Requirements JP2

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around the room.		microphone and is legitimately speaking with parties or counsel outside of the Court room. Seated parties in all areas shall hear everything said by a Speaker whether it is the wired mic on the Left side and right			
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618.1.5 Nose levise for added Camera audo shall be tow anough to allow idlar recorded audo in designated area.		Audio being recorded shall hear Speakers in sync with Video Cameras.			
6.192 Videa - Parties shall ase exeryfing displayed and equiphere programmed accordingly					
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5.19.4.3 Cameras to be Zoom lens with auto focus.	5.19.4.1				
5.19.4.4 Cameras angle to be determined by Vendor.					
5.194.6 Vendor to examine Court Room properly for camera distance and ceiling height. 5.194.6 Resolution of camera for identification to be determined by Vendor. 5.19.5.1 Audio Control 5.19.5.1 Recorded camera audio shall be provided with proper installation of any hardware, software, and programming as required. The Existing audio digital signal processor shall be utilized as needed in the equipment rack and programmed to control microphones to provide a consistent volume level throughout the Court Room for recorded camera audio. The audio digital signal processor shall also mute audio camera recording. 5.19.5.2 The Existing AMX Control Processor shall be utilized as needed in the Court Room for recorded camera audio. The audio digital signal processor shall be commissioned by vendor and the County will surplus. 5.19.5.3 The Existing AMX Control Processor will be decommissioned by vendor and the County will surplus. 5.19.5.5 Proper Microphones shall be provided as needed at all areas for speaking parties. 5.19.6 Video Control S.19.6.1 Recorded Camera sint be uptated at the time of install. 5.19.6.2 All Cameras firmware shall be uptated at the time of install. 5.19.6.3 Touch panel shall be utilized as needed to control Camera Alecording. 5.19.6.4 Recorded video must play back in Multi-formats for multi-software players in sync with recorded audio. 5.19.7.1 <td< td=""><td></td><td></td><td></td><td></td><td></td></td<>					
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	5.18.8.3	Consideration of speaker ohm impedance for proper American Wire Gauge cabling as necessary.			
	5.19.8.3				



5.20	IMPLEMENTATION REQUIREMENTS			
5.20.1	Design Dravide "As Built" schematics for Comerce Video subsystem to include cable routing and labels in an aditable format			
5.20.1.1	Provide "As Built" schematics for Camera Video subsystem to include cable routing and labels in an editable format compatible with Microsoft Office products.			
5.20.1.2	Provide "As Built" schematics for Camera Audio subsystem to include cable routing and labels in an editable format compatible with Microsoft Office products.			
5.20.1.3	Provide "As Built" schematics for Control subsystem to include cable routing and labels in an editable format compatible with Microsoft Office products.			
5.20.1.4	Provide "As built" drawings of how equipment is mounted and cabled within the Court room or rack in an editable			
5.20.1.5	format compatible with Microsoft Office products. Provide a "Cable Matrix" indicating which device plugs into which port of all devices.			
5.20.2	Integration			
5.20.2.1	Any new electrical needed will be provided by vendor or vendor's licensed and bonded contractor.			
5.20.2.2	Integrate Hearing Impaired Assistive Listening to audio subsystem as necessary. The appearance of the Courtroom shall remain unchanged and be identical to the condition in which it was found			
5.20.2.3	prior to the start of work in that room.			
5.20.2.4	Damage to Courtroom surfaces shall be repaired by the Vendor with matching surface material and repainted as necessary.			
5.20.2.5	The Audio and video system will be installed into the Judges PC to perform video conferencing.			
5.20.3	Testing Fully test the final system according to industry standards to ensure proper functionality of all audio and video inputs			
5.20.3.1	and outputs. County Audio/Visual Administrator or alternate shall be present during testing and shall sign off on each item tested.			
5.20.3.2	Fully test the final system according to industry standards to ensure proper functionality of the control system. County Audio/Visual Administrator or alternate shall be present during testing and shall sign off on each item tested.			
5.20.3.3	Provide a complete report of all testing results back to Collin County upon completion of testing. This report shall be in an editable format compatible with Microsoft office products.			
5.20.4	Other			
5.20.4.1	Responsible for mounting of any equipment in the A/V rack and shall provide all necessary hardware and incidentals to meet this requirement.			
5.20.4.2	Responsible for mounting of all equipment in the rack and shall provide all necessary hardware and incidentals for			
5.20.4.3	such. Responsible for providing, running and terminating all required cabling.			
5.20.4.5	Any network cabling required by the new system from the IDF room to the Audio Visual rack shall be new UTP Cat6			
5.20.4.4	Plenum cabling and shall be terminated as necessary to the Provided Patch Panels in IDF room and A/V rack by Collin County.			
5.20.4.5	Any cabling from endpoint devices in Probate Court to the A/V rack equipment shall be new Shielded Cat6 Plenum and shall be terminated as necessary.			
5.20.4.6	Proper cable loading management shall be provided.			
5.20.4.7	All in-ceiling cable runs shall be run through cable supports. If there are no existing cable supports the Contractor shall be responsible for installing cable supports (J-Hooks).			
5.20.4.8	Vendor shall be responsible for any cabling and conduit required through fire rated walls to adhere to proper industry standards and building code requirements.			
5.20.4.9	Label all cables with locations and switch connections per Attachment Collin County cabling standards.			
5.20.4.10	All new Cat6 cables shall be terminated as necessary to industry standards.			
5.20.4.11	All work shall be performed during normal business hours (Monday – Friday, 8am – 5pm). Weekend and after hours work, will not be permitted.			
5.20.4.12 5.20.4.13	Add all necessary buttons to the existing or new touch panel as recommended by the Vendor. Supply a Project Manager who will work with Collin County for the duration of this project.			
	All programming code shall be provided to the Collin County Audio/Visual Administrator upon completion of the			
5.20.4.14	project along with a copy of the programming software.			
5.20.4.15	Provide to Collin County a complete list of all configuration settings used within all devices. All technical communication of any kind shall go through the contractors' Project Manager, the Collin County Project			
5.20.4.16	Manager and/or the Collin County Audio/Visual Administrator.			
5.20.4.17	Contractor shall have an office located within two (2) hours of the site so that they may provide onsite support within the specified time limit of the warranty.			
5.20.4.18	Collin County is requesting vendor give recommendations on capability of remote control.			
5.20.4.19	Provide all new equipment for this project. None of the required equipment shall be used/refurbished.			
5.20.4.20	If equipment is keep offsite, it will be the vendors responsible. Collin County will provide a secure onsite storage if needed.			
	Review RFP requirements for completeness and accuracy in order to ensure a full and properly functioning system			
	upon completion. Please note that no amendments shall be allowed once proposal has been accepted by Collin County. If the contractor misses a piece of equipment, requirement, incompatibility, or service required for a complete			
	and functioning solution it shall be their responsibility to correct it at their own expense whether by purchasing the			
5.20.4.21	missing components or performing the required labor.			
5.20.4.22	Submit product data sheets for all proposed items to Collin County at the time of RFP.			
5.29.4.23	Program the system with all necessary code which shall include necessary standard industry features. During the installation, if it is found there are discrepancies in equipment that prevent the completion of the project, the			
	contractor will be responsible for supplying those items and covering the cost of those items. The cost of any item			
5.20.4.24 5.20.5	mistakenly installed will be covered by the contractor. Warranty			
0.20.0	Provide a One (1) year warranty on all products and workmanship beginning at the time of final project acceptance by			
1	both parties. Any equipment needing to be replaced shall be replaced with brand new if failure occurs within the first			
	90 days. Warranty shall include defects in workmanship and material. During warranty period, supplier shall also			
	replace or repair, free of charge, any equipment proven to be defective in workmanship or material. Owner furnished equipment shall be exempt from this warranty. Contractor shall provide cost for optional extended warranty and			
5.20.5.1	exchange policy through equipment manufacturers.			
5.20.5.2	All items reported shall receive a response via phone within Two (2) hours from the date/time of original notice of issue.			
	All items reported that require onsite repair/replace, technician shall be onsite within 24 hours (next Business Day) from the date/time of original notice of issue. (Phone call, online request, etc.)			
5.20.5.3 5.20.6	Training			
5.20.6.1	Provide Two (2) hours of training to the courtroom staff on operation of all aspects of the completed system.			
5 00 6 0	Provide onsite hands on training to the county Audio/Visual Administrator on operation, troubleshooting, and			
5.20.6.2 5.20.6.3	configuration of completed system. Provide onsite hands on training to JP1 staff on how the system works.	<u>├</u>		
5.20.0.0		<u> </u>	I	

Qty	Description	tachment B - Pricir Manufacturer	Part/Model No.	Each Price	Total Price	1
ourtroom Main Displ	-					
					\$ -	Reminder: All equipment must
ourtroom Gallery an	ad Jury Displays				\$-	
Surtroom Gallery and					\$-	abide by Collin County equipment
					\$-	manufacturer standards per
					\$-	Section 4.1
ourtroom Touch Disp	plays for Attorney's, Witness, Court Re	eporter and Judge				
					\$ -	_
Courtroom Source De	e vice				\$-	-
Lourtroom Source De	evice				\$-	-
VV Rack Courtroom	Source Device					
					\$-	
ourtroom Network E	Encoder/Decoder					_
A/ Pack Courtmonry	Notwork Encoder/Decoder				\$-	-
V Rack Courtroom N	Network Encoder/Decoder				\$-	-
					\$ -	
					\$-	
DF Data room Switch	ning and Routing					_
					\$ - \$ -	-
					\$ -	-
					\$-	_
Courtroom Control To	ouch Panels			1		
					\$ -	-
VV Rack Courtroom 0	Control Processor				\$ -	-
					\$ -	-
Courtroom Council ta	ables Cubbies				Ŷ	-
					\$-	
					\$-	
Courtroom Audio Spea	eakers				1.	_
Courtroom Gallery Au	Idio Micc				\$-	-
ourtroom Gallery Au					\$ -	-
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/V Rack Audio Serve	er			-		
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V Rack Wireless Sys	stem					
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ourtroom Cameras V	Video Teleconference System					4
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Heari	ng Impaired Transmitter and receiver	-	 	-	
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A/V R	ack Video Teleconference System	-			
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Misc	ellaneous				
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SUBT	OTAL			\$	-
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LABO					
WAR	ANTY 3 YEAR WARRANTY				
	for One Courtroom			\$	
BOND				Ş	-
	Bonds				
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	Grand Total:			\$	-

Attachment B - Pricing Sheet JP2

Qty	Description	Manufacturer	Part/Model No.	Each Price	Total Price	1
	n Main Display					1
					\$ -	Reminder: All equipment must abide by
Courtroor	n Calleny Display				\$ -	Collin County equipment manufacturer
	n Gallery Display				\$-	standards per Section 4.1
					\$ -	
					\$-]
Courtroor	m Touch Displays for Attorney's, Witness, Court Reporter an	d Judge				
					Ι.	-
					\$ -	-
Courtroo	m Source Device				\$-	-
Courtroo					\$ -	-
A/V Rack	Courtroom Source Device				1	
					\$-]
Courtroor	n Network Encoder/Decoder	1	1	1	1	
					\$-	
V Rack	Courtroom Network Encoder/Decoder					4
					\$ - \$ -	4
					\$ -	1
DF Data r	room Switching and Routing					1
					\$-	1
					\$-	
					\$ -	
					\$-	-
ourtroor	m Control Touch Panel				\$-	-
					\$ -	4
V Rack	Courtroom Control Processor				4	
					\$ -	1
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Courtroor	m Audio Speakers				L &	-
ourtroor	n Gallery Audio Mics				\$-	-
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Courtroor	n Audio Table Mics				Ŷ	
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/V Rack	Audio Server]
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ourtroor	m Cameras Video Teleconference System				l é	4
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Heari	ing Impaired Transmitter and receiver	-				1
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A/V F	Rack Video Teleconference System					
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Misc	ellaneous					1
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				\$	-	
				\$	-	
SUBT	OTAL			\$	-	*IF YOU ADD LINES TO THE SPREADSHEET PLEASE
						ENSURE TOTAL IS CORRECT AS A FORMULAS ARE IN
						FIELDS
LABO						4
						-
	RANTY I 3 YEAR WARRANTY					4
	for One Courtroom			\$	_	4
BON				<i>γ</i>	-	4
BON	Bonds					1
	Grand Total:	1	1	\$	-	1

Exhibit A – Collin County Cabling Standards <u>A/V Network Cabling General Requirements:</u>

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

Installation Requirements

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

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

Contractor shall install Panduit or comparable Cat 6e Plenum cable for horizontal cabling to equipment room, horizontal cable shall be green. Horizontal cabling shall be installed using industry best practices.

Green Panduit data jacks

CJ6X88TGGR

"General Decision Number: TX20230018 04/14/2023

Superseded General Decision Number: TX20220018

State: Texas

Construction Type: Heavy

Counties: Collin, Dallas, Denton, Ellis, Kaufman and Rockwall Counties in Texas.

Water and Sewer Lines/Utilities (Including Related Tunneling Where the Tunnel is 48"" or Less in Diameter)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered I. Executive Order 14026 I Into on or after January 30, I generally applies to the I
2022, or the contract is contract.
renewed or extended (e.g., an I. The contractor must pay
option is exercised) on or all covered workers at
after January 30, 2022: least \$16.20 per hour (or
the applicable wage rate
listed on this wage
determination, if it is
higher) for all hours spent performing on the
contract in 2023.
If the contract was awarded on Executive Order 13658
or between January 1, 2015 and generally applies to the
January 29, 2022, and the contract.
contract is not renewed or . The contractor must pay all
extended on or after January covered workers at least
30, 2022: \$12.15 per hour (or the
applicable wage rate listed
on this wage determination,
if it is higher) for all
hours spent performing on
that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at

http://www.dol.gov/whd/govcontracts.

Modification Number Publication Date 0 01/06/2023 1 04/14/2023				
* PLUM0100-002 11/01/2022				
Rates Fringes				
Plumbers and Pipefitters\$ 35.73 13.07				
* SUTX1991-004 09/23/1991				
Rates Fringes				
Laborers: Common\$ 7.25 ** Utility\$ 7.467 **				
Pipelayer\$ 7.828 **				
Power equipment operators: Backhoe\$ 10.804 ** Crane\$ 10.942 ** Front End Loader\$ 9.163 ** Tunneling Machine (48"" or less)\$ 9.163 **				
TRUCK DRIVER\$ 8.528 **				
WELDERS - Receive rate prescribed for craft perform				

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those

classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative

Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

PERFORMANCE BOND

STATE OF TEXAS	
COUNTY OF COLLIN	

§

8

KNOW ALL MEN BY THESE PRESENTS:

That			, a corporation organized	and existing under the la	aws of
the State of	<u>,</u> and fully authorized	to transact business in the State of T	Fexas, whose address is	of	the
City of	County of	, and State of	,(hereinafter referred to as "Principal	"), and	
			(hereinafter referred to as "Surety",	a corporation organized	under
the laws of the State of	and aut	horized under the laws of the State	of Texas to act as surety on bonds for princip	als, are held and firmly	bound
unto	(hereinafte	er referred to as "Owner") and unto	all persons, firms and corporations who may fu	urnish materials for or pe	erform
labor upon the buildings, str	uctures or improvements re	ferred to in the attached Contract, ,	in the penal sum of		
Dollars (§		_) (not less than 100% of the approx	imate total amount of the Contract as evidence	d in the proposal plus	10-
percent of the stated penal	sum as an additional sun	n of money representing additional	court expenses, attorneys' fees, and liquidat	ted damages arising out	t of or
connected with the below id	lentified Contract) in lawfu	l money of the United States, for th	e payment whereof, the said Principal and Sur	rety bind themselves, and	d their
heirs, administrators, execut	ors, successors, and assign	s, jointly and severally, firmly by the	ese presents:		

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

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

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and	d sealed this instrument this	day of	20
WITNESS	PRINCIPAL		
	Printed/Typed Name		
	Title:		
	Company:		
	Address:		
WITNESS	SURETY		
	Printed/Typed Name		
	Title:		
	Company:		
	Address:		
The Resident Agent of the Surety for delivery of notice and service of process is: Name:			
Address:		of Bond must NOT be	
Phone Number:		to date of contract.	

PAYMENT BOND

STATE OF TEXAS § COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated thedated	y of	, 20 ,	to which
said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for t	the cons	struction of	

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this ______day of ______20____.

WITNESS	PRINCIPAL
	Printed/Typed Name
	Title:
	Company:
	Address:
WITNESS	SURETY
	Printed/Typed Name
	Title:
	Company:
	Address:
The Resident Agent of the Surety for delivery of notice and service of process is:	
Name:	
Address:	
Phone Number:	

INFORMATION REGARDING CONFLICT OF INTEREST QUESTIONNAIRE

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

For a copy of Form CIQ and CIS:

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

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

For a listing of current Collin County Officers: <u>http://www.collincountytx.gov/government/Pages/officials.aspx</u>

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: Caren Skipworth, Chief Information Officer John Daniels, Audio/Visual Administrator Daniel Ragusa, Audio/Visual Specialist Paul Raleeh, Justice of the Peace #1 Jessica Griffith, JP Court Functional Analyst Mary Skinner, Justice of the Peace #2 Shonda Powell, JP Court Administrator

Purchasing: Michelle Charnoski, NIGP-CPP, CPPB – Purchasing Agent Marci Chrismon, CPPB - Asst. Purchasing Agent Michelle Michaelis, CTPM – Senior Buyer

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.	OFFICE USE ONLY
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).	Date Received
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. <i>See</i> 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.	
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 re completed questionnaire with the appropriate filing authority not later than the 7th busines you became aware that the originally filed questionnaire was incomplete or inaccurate.)	s day after the date on which
3 Name of local government officer about whom the information is being disclosed.	
Name of Officer	
Describe each employment or other business relationship with the local government offi officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship wit Complete subparts A and B for each employment or business relationship described. Attac CIQ as necessary.	h the local government officer.
A. Is the local government officer or a family member of the officer receiving or li other than investment income, from the vendor?	ikely to receive taxable income,
Yes No	
B. Is the vendor receiving or likely to receive taxable income, other than investment of the local government officer or a family member of the officer AND the taxable local governmental entity?	
Yes No	
5 Describe each employment or business relationship that the vendor named in Section 1 m other business entity with respect to which the local government officer serves as an o ownership interest of one percent or more.	
6 Check this box if the vendor has given the local government officer or a family member as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.0	
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.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

	2 Business name/disregarded entity name, if different from above	
on page 3.	 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of following seven boxes. Individual/sole proprietor or C Corporation S Corporation Partnership Trust/esta single-member LLC 	certain entities, not individuals; see instructions on page 3): e
rint or type. Instructions	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶	is code (if any)
р Specific	is disregarded from the owner should check the appropriate box for the tax classification of its owner. ○ Other (see instructions) ►	(Applies to accounts maintained outside the U.S.)
See Sp	5 Address (number, street, and apt. or suite no.) See instructions. Requester's na	me and address (optional)
S	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	
Par	t Taxpayer Identification Number (TIN)	

	· · · ·					
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid			Social security number			
resident alien, sole proprietor, or disrega	is generally your social security number (S rded entity, see the instructions for Part I, I number (EIN). If you do not have a number	ater. For other	-		-	
TIN, later.		0	or			
Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and		ee What Name and	Employer identification number			
Number To Give the Requester for guide	lines on whose number to enter.	Γ				

Certification Part II

Under penalties of perjury, I certify that:

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

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 for Part II, later.

Sign	Signature of		
Here	U.S. person >		

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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)

Date 🕨

- 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, later.