

Collin County, TX

# REQUEST FOR PROPOSAL 2025-201

# AUDIO VIDEO COURTROOM REFRESH – JUSTICE OF THE PEACE PRECINCT 3 & 4

RELEASE DATE: April 22, 2025

RESPONSE DEADLINE: May 29, 2025, 2:00 pm

Please refer to the project timeline in this document for all important deadlines.

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## INTRODUCTION

## 1.1. SUMMARY

Collin County's intent of this Request For Proposal (RFP) and resulting contract for IT department is for the Justices of the Peace for Precinct 3 and 4 courtrooms, located in Plano and Frisco, Texas, from qualified firms to provide turnkey Audio Video system refreshes to replace existing Audio Video systems.

#### **Precinct 3 - Plano Building:**

- Programming of the Crestron processor, Crestron touchscreen and Biamp DSP will match the
  previously upgraded courtrooms. Both the uncompiled Crestron code and Biamp DSP file will be
  provided and modified to keep continuity between courts
- 1- Crestron Tabletop 10" Touch Screens to Control the System for Judge & Court Admin.
- 1 Samsung 85" interactive display WM85B for main courtroom wall
- 4 Annotation monitors for Judge, Witness, Defense and Plaintiff
- 4 Desktop mic Shure MX418D/C with on/off switch for Judge, Witness, Defense and Plaintiff
- 4 Ceiling microphones for Gallery
- 9 New ceiling speakers
- 3 Samsung 49" ceiling hung displays for gallery and jury box
- 1 Elmo PX-30E Document Viewer
- 1 Sony UBP-X800M2 Multi-Media USB/Disk Player for Courtroom
- 1 Vaddio AV Bridge teleconference system that integrates into the Audio Video system
- 4 Cameras mounted on the ceiling pointed at Judge, Witness, Defense Plaintiff and controlled by the A/V system and connected to the Judges PC with system audio and video
- 2 Replace table Cubby for electrical and media for Defense and Plaintiff tables
- 1 Sidebar White Noise on the touch panel
- 1 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.
- 1 Desktop speaker Yamaha MSP3A in the Chambers office
- 2 Wall mounted JBL CSS-1S/T speakers at the Judge and Court Admin desk in the Courtroom
- 1 Conference room with 75" wall mounted display and BenQ WDC-20 for wireless presentation
- 1 Conference room with 65" wall mounted display and BenQ WDC-20 for wireless presentation
- 1 49" wall mounted display in Court Admin office connected to PC

#### **Precinct 4 – Frisco Building:**

- Programming of the Crestron processor, Crestron touchscreen and Biamp DSP will match the
  previously upgraded courtrooms. Both the uncompiled Crestron code and Biamp DSP file will be
  provided and modified to keep continuity between courts
- 2 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 Shure MX418D/C with on/off switch for Judge, Witness, Defense and Plaintiff
- 4 Ceiling microphones for Gallery
- 9 New ceiling speakers
- 2 Samsung 49" ceiling hung displays for gallery
- 1 Elmo PX-30E Document Viewer
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- 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.
- 1 Desktop speaker Yamaha MSP3A in the Chambers office
- 2 Wall mounted JBL CSS-1S/T speakers at the Judge and Court Admin desk in the Courtroom

The following items listed below are Collin County equipment manufacturer standards per Court Order No. **2025-331-03-31**. No substitutions allowed. Please see Attachment 2025 Q2 Collin County Information Technology Equipment Standards for additional information.

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

## 1.2. TIMELINE

RFP Released:	April 22, 2025
Pre-Proposal Meeting (Mandatory):	May 5, 2025, 10:00am
	Precinct 4 at 8585 John Wesley Drive #130 Frisco, TX 75034.
2nd Pre-Proposal Meeting (Mandatory):	May 8, 2025, 1:00pm
	Precinct 4 at 8585 John Wesley Drive #130 Frisco, TX 75034
Deadline for Submission of Questions:	May 15, 2025, 2:00pm
Response Submission Deadline:	May 29, 2025, 2:00pm

Request For Proposal #2025-201 Title: Audio Video Courtroom Refresh — Justice of the Peace Precinct 3 & 4

Award of RFP (Estimated):	June 30, 2025

# 2. PURPOSE/SCOPE OF WORK

Collin County's intent of this Request For Proposal (RFP) and resulting contract for IT department is for the Justices of the Peace for Precinct 3 and 4 courtrooms, located in Plano and Frisco, Texas, from qualified firms to provide turnkey Audio Video system refreshes to replace existing Audio Video systems.

#### **Precinct 3 - Plano Building:**

- Programming of the Crestron processor, Crestron touchscreen and Biamp DSP will match the
  previously upgraded courtrooms. Both the uncompiled Crestron code and Biamp DSP file will be
  provided and modified to keep continuity between courts
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- 1 Desktop speaker Yamaha MSP3A in the Chambers office
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- 1 Conference room with 65" wall mounted display and BenQ WDC-20 for wireless presentation
- 1 49" wall mounted display in Court Admin office connected to PC

#### **Precinct 4 – Frisco Building:**

- Programming of the Crestron processor, Crestron touchscreen and Biamp DSP will match the
  previously upgraded courtrooms. Both the uncompiled Crestron code and Biamp DSP file will be
  provided and modified to keep continuity between courts
- 2 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 Shure MX418D/C with on/off switch for Judge, Witness, Defense and Plaintiff
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- 9 New ceiling speakers
- 2 Samsung 49" ceiling hung displays for gallery
- 1 Elmo PX-30E Document Viewer
- 1 Sony UBP-X800M2 Multi-Media USB/Disk Player for Courtroom
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- 4 Cameras mounted on the ceiling pointed at Judge, Witness, Defense Plaintiff and controlled by the A/V system and connected to the Judges PC with system audio and video
- 2 Replace table Cubby for electrical and media for Defense and Plaintiff tables
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- 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.
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The following items listed below are Collin County equipment manufacturer standards per Court Order No. **2025-331-03-31**. No substitutions allowed. Please see Attachment 2025 Q2 Collin County Information Technology Equipment Standards for additional information.

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

# 2.1. Scope of Work (SOW)

Indicate 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 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.
- Requirements and Cabling Instructions are in Attachment A and Exhibit A

The following items listed below are Collin County equipment manufacturer standards per Court Order No. **2025-331-03-31.** No substitutions allowed.

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- The audio digital signal processor shall be by Biamp Systems Corporation with no substitutions allowed.
- The network cabling system shall comply with Collin County's Panduit requirements and manufacturer shall be Panduit Corporation with no substitutions allowed.
- 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.

All devices shall have the latest firmware installed by the Contractor

#### **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.

#### **General Implementation Requirements:**

The deployment of the system should be installed, operational, and completed no later than (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.

## **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.

#### 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 (one) 1-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.
- Any manufacturer warranty that is less than (1) year and will not be covered for replacement up to the (1) year mark will need to be notified in writing to Collin County.

#### **Production Implementation and Post Implementation 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.

## **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. Systems should not be hackable by outside users and should be a closed circuit.

Please note on the following (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.

## SPECIAL CONDITIONS

## 3.1. AUTHORIZATION

By order of the Commissioners Court of Collin County, Texas sealed proposals will be received for **2025-201 Audio Video Courtroom Refresh – Justice of the Peace Precinct 3 & 4.** 

## 3.2. INTENT OF REQUEST FOR PROPOSAL

Collin County's intent of this Request for Proposal (RFP) and resulting contract is to provide contractors with sufficient information to prepare a proposal for **Audio Video Courtroom Refresh – Justice of the Peace Precinct 3 & 4.** 

## 3.3. TERM

Provide for a term contract commencing Upon Award and continuing until the project completion, with any maintenance needed starting upon completion and ending at the end of the warranty period as required in the scope of work outlined in this document.

### 3.4. TRANSITIONAL PERIOD

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

### 3.5. POINT OF CONTACT

Information regarding the purchasing process and the contents of this RFP may be obtained from the Collin County Purchasing Department or email Cory Rogers, Senior Buyer at curogers@co.collin.tx.us.

### 3.6. FUNDING

Funds for payment have been provided through the Collin County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the County from any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that arise past the end of the current Collin County fiscal year shall be subject to budget approval.

#### 3.7. PRICE REDUCTION

If during the life of the contract, the offeror's net prices to its customers for the same product(s) and/or services shall be reduced below the contracted price, it is understood and agreed that the County shall receive such price reduction.

## 3.8. PRICE REDETERMINATION:

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

## 3.9. COMPLETION/RESPONSE TIME

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

## 3.10. DELIVERY/SETUP/INSTALLATION LOCATION

Locations for delivery and installation will be stated on the Collin County Purchase Order(s). Delivery shall include assembly, setup and installation and shall be included in proposal. Below is the address for work to be completed.

Sub-Courthouse - Plano (920 Bldg) 920 E. Park Blvd. Plano, TX 75074 and Sub-Courthouse - Frisco 8585 John Wesley Dr. Frisco, TX 75034

# 3.11. FREIGHT/DELIVERY CHARGES:

Any freight or delivery charges shall be included in the submitted pricing. No additional fees for delivery/freight/fuel surcharges or other fees shall be invoiced or paid by Collin County.

#### 3.12. TESTING

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

# 3.13. SAMPLES/DEMOS

When requested, samples/demos shall be furnished free of expense to Collin County.

## 3.14. EQUIVALENT MODEL SUBSTITUTION

If in these specifications, Collin County requests pricing for specific models listed in the line items and should the manufacturer discontinue or add a model during the term of the contract or any renewal periods, Vendor will keep the awarded price for the replacement model.

# 3.15. APPROXIMATE VALUE/USAGE

Approximate usage does not constitute an order, but only implies the probable quantity the County will use. Estimated expenditure is Five Hundred Thousand Dollars \$500,000.00.

#### 3.16. BACKGROUND CHECK

All Contractor employees that will be working on site or by Remote Access shall pass a background check performed by Collin County before any work may be performed. The selected contractor shall be provided the required information for background checks.

## 3.17. SUBCONTRACTORS

Contractor shall state names of all subcontractors and the type of work they will be performing. If a contractor fails to specify a subcontractor, then he shall be deemed to have agreed that he is fully qualified to perform the contract himself, and that he will fully perform the contract himself.

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

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

## 3.18. CONFIDENTIAL OR PROPRIETARY INFORMATION

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

#### 3.19. PAYMENT AND PERFORMANCE BONDS

Contractor must furnish a performance bond and payment bond within ten (10) consecutive calendar days following award of contract. Such bonds shall be in the amount of the contract payable to the County and the bonds shall be issued by a corporate surety in accordance with all Texas Law, including but not limited to,

Chapter 2253 of the Texas Government Code and Chapter 3503 of the Texas Insurance Code, for public works projects.

## 3.20. PROPOSAL SCHEDULE

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

RFP Released:	April 22, 2025
Pre-Proposal Meeting (Mandatory):	May 5, 2025, 10:00am
	Precinct 4 at 8585 John Wesley Drive #130 Frisco, TX 75034.
2nd Pre-Proposal Meeting (Mandatory):	May 8, 2025, 1:00pm
	Precinct 4 at 8585 John Wesley Drive #130 Frisco, TX 75034
Deadline for Submission of Questions:	May 15, 2025, 2:00pm
Response Submission Deadline:	May 29, 2025, 2:00pm
Award of RFP (Estimated):	June 30, 2025

# 4. INSURANCE REQUIREMENTS

- 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.
  - 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

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

iii. **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
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iv. **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
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#### v. Umbrella/Excess Liability insurance

Each Occurrence/Aggregate	\$1,000,000
. 55 5	

- 2. With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:
  - i. 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.
  - ii. The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

- iii. All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.
- iv. 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.
- v. All copies of Certificates of Insurance shall reference the project/contract number.
- 3. All insurance shall be purchased from an insurance company that meets the following requirements:
  - i. A financial rating of A-VII or higher as assigned by the BEST Rating Company or equivalent.
- 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:
  - i. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
  - ii. Sets forth the notice of cancellation or termination to Collin County.

## EVALUATION CRITERIA AND FACTORS

The award of the contract shall be made to the responsible contractor, whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other factors set forth in the Request for Proposals in accordance with Texas Local Government Section 262.030.

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

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

The first part of the elevation process is to validate the completeness of the proposal and ensure that all the RFP guidelines and submittal requirements are met. Contractors may, at the discretion of the County, be contacted to submit clarifications or provide additional information. Once request has been made, contractors will have two (2) business days to respond. Incomplete or noncompliant RFPs may be disqualified.

## 5.1. LEVEL 1 - CONFORMANCE WITH MANDATORY REQUIREMENTS

#### Criteria assessed in Level 1:

- Conformance with RFP guidelines and submittal requirements outlined in Vendor Response section as per Proposal Format requirements.
- Submit completed Attachment A Requirements for JP3 and JP4, Pricing Table and if applicable, Detailed
   Response to Requirements.

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- 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.

All devices shall have the latest firmware installed by the Contractor

• Contractors elevated to Level 2 may be asked to respond in writing to issues and questions raised by the County, as well as any other cost and implementation planning considerations in the proposal.

## 5.2. LEVEL 2 – DETAILED PROPOSAL ASSESSMENT

The Evaluation Committee will conduct a detailed assessment of all proposals elevated to this Level. Proposals may earn up to 100 points based on evaluated criteria. Criteria evaluated in Level 2 include:

#### **Points Evaluation Criteria**

- Response and compliance with E- Attachment A- Requirements
- 20 Project Plan & Timeline (Vendor Response Sections 3 & 5)
- 20 Qualifications of the Firm/Experience/References/Comparable Experience (Vendor Response Sections 1, 2, 4, and References)

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

## 5.3. **LEVEL 3 – COST**

Contractors who are elevated to level 3 will have their cost evaluated for a total of up to 25 points and will have these points combined from level 2 for a maximum of 125 points total.

#### **Points Evaluation Criteria**

25 Total Cost including all warranties

### 5.4. LEVEL 4 - BEST AND FINAL OFFER

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

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

# 6. PRICING PROPOSAL

## **PRECINCT 3 PLANO BUILDING**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	-Grand Total- Based on Specifications and Drawings	1	Lump-Sum		
TOTAL					

## JP3

Line Item	Description	Quantity	Unit of Measure	Part /Model No.	Manufacturer	Unit Cost	Total	No Bid
1	Courtroom Main Display		EA					
2	Courtroom Gallery and Jury Displays		EA					
3	Courtroom Touch Displays for Attorney's, Witness, Court Reporter and Judge		EA					
4	Courtroom Source Device		EA					
5	A/V Rack Courtroom Source Device		EA					
6	Courtroom Network Encoder/Decoder		EA					
7	A/V Rack Courtroom Network Encoder/Decoder		EA					
8	IDF Data room Switching and Routing		EA					
9	Courtroom Control Touch Panels		EA					
10	A/V Rack Courtroom Control Processor		EA					
11	Courtroom Council tables Cubbies		EA					
12	Courtroom Audio Speakers		EA			<u> </u>		

Request For Proposal #2025-201
Title: Audio Video Courtroom Refresh – Justice of the Peace Precinct 3 & 4

Description	Quantity	Unit of Measure	Part /Model No.	Manufacturer	Unit Cost	Total	No Bid
Courtroom Gallery Audio Mics		EA					
Courtroom Audio Table Mics		EA					
A/V Rack Audio Server		EA					
A/V Rack Wireless System		EA					
Jury Deliberation area		EA					
Courtroom Cameras Video Teleconference System		EA					
Hearing Impaired Transmitter and receiver		EA					
A/V Rack Video Teleconference System		EA					
Miscellaneous		EA					
Labor-Installation		EA					
Warranty-1-year Warranty		YR					
Warranty-3-year Warranty (Optional)		YR					
Bonds		EA					
	Courtroom Gallery Audio Mics  Courtroom Audio Table Mics  A/V Rack Audio Server  A/V Rack Wireless System  Jury Deliberation area  Courtroom Cameras Video Teleconference System  Hearing Impaired Transmitter and receiver  A/V Rack Video Teleconference System  Miscellaneous  Labor-Installation  Warranty-1-year Warranty  Warranty-3-year Warranty (Optional)	Courtroom Gallery Audio Mics  Courtroom Audio Table Mics  A/V Rack Audio Server  A/V Rack Wireless System  Jury Deliberation area  Courtroom Cameras Video Teleconference System  Hearing Impaired Transmitter and receiver  A/V Rack Video Teleconference System  Miscellaneous  Labor-Installation  Warranty-1-year Warranty  Warranty-3-year Warranty (Optional)	Courtroom Gallery Audio Mics  EA  Courtroom Audio Table Mics  EA  A/V Rack Audio Server  EA  A/V Rack Wireless System  EA  Courtroom Cameras Video Teleconference System  Hearing Impaired Transmitter and receiver  A/V Rack Video Teleconference System  EA  Labor-Installation  EA  Warranty-1-year Warranty (Optional)	Courtroom Gallery Audio Mics  EA  Courtroom Audio Table Mics  EA  A/V Rack Audio Server  EA  A/V Rack Wireless System  EA  Courtroom Cameras Video Teleconference System  Hearing Impaired Transmitter and receiver  A/V Rack Video Teleconference System  Miscellaneous  EA  Labor-Installation  EA  Warranty-1-year Warranty (Optional)	Courtroom Gallery Audio Mics  EA  Courtroom Audio Table Mics  EA  A/V Rack Audio Server  EA  A/V Rack Wireless System  EA  Courtroom Cameras Video Teleconference System  Hearing Impaired Transmitter and receiver  A/V Rack Video Teleconference System  EA  Miscellaneous  EA  Labor-Installation  EA  Warranty-1-year Warranty (Optional)	Courtroom Gallery Audio Mics  EA  Courtroom Audio Table Mics  EA  A/V Rack Audio Server  EA  A/V Rack Wireless System  EA  Jury Deliberation area  EA  Courtroom Cameras Video Teleconference System  Hearing Impaired Transmitter and receiver  A/V Rack Video Teleconference System  EA  Labor-Installation  EA  Warranty-1-year Warranty (Optional)	Courtroom Gallery Audio Mics  EA  Courtroom Audio Table Mics  EA  A/V Rack Audio Server  EA  A/V Rack Wireless System  EA  Jury Deliberation area  EA  Courtroom Cameras Video Teleconference System  Hearing Impaired Transmitter and receiver  A/V Rack Video Teleconference System  EA  Miscellaneous  EA  Warranty-1-year Warranty VR  Warranty-3-year Warranty (Optional)

## **PRECINCT 4 FRISCO BUILDING**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	-Grand TotalGrand Total- Based on Specifications and Drawings	1	Lump-Sum		
TOTAL					

Line Item	Description	Quantity	Unit of Measure	Part/Model No.	Manufacturer	Unit Cost	Total	No Bid
1	Courtroom Main Display		EA					
2	Courtroom Gallery Display		EA					
3	Courtroom Touch Displays for Attorney's, Witness, Court Reporter and Judge		EA					
4	Courtroom Source Device		EA					
5	A/V Rack Courtroom Source Device		EA					
6	Courtroom Network Encoder/Decoder		EA					
7	A/V Rack Courtroom Network Encoder/Decoder		EA					
8	IDF Data room Switching and Routing		EA					
9	Courtroom Control Touch Panel		EA					
10	A/V Rack Courtroom Control Processor		EA					
11	Courtroom Council tables Cubbies		EA					
12	Courtroom Audio Speakers		EA					
13	Courtroom Gallery Audio Mics		EA					
14	Courtroom Audio Table Mics		EA					
15	A/V Rack Audio Server		EA					
16	A/V Rack Wireless System		EA					
17	Jury Deliberation area		EA					
18	Courtroom Cameras Video Teleconference System		EA					
19	Hearing Impaired Transmitter and receiver		EA					

Request For Proposal #2025-201 Title: Audio Video Courtroom Refresh — Justice of the Peace Precinct 3 & 4  $\,$ 

Line Item	Description	Quantity	Unit of Measure	Part/Model No.	Manufacturer	Unit Cost	Total	No Bid
20	A/V Rack Video Teleconference System		EA					
21	Miscellaneous		EA					
22	Labor-Installation		EA					
23	Warranty-1-year Warranty		YR					
24	Warranty-3-year Warranty (Optional)		YR					
25	Bonds		EA					

## GENERAL INSTRUCTIONS

#### **Definitions**

- 1. Offeror: refers to submitter.
- 2. Vendor/Contractor/Provider: refers to a Successful Vendor/Contractor/Service Provider.
- 3. Submittal: refers to those documents required to be submitted to Collin County, by an Offeror.
- 4. RFP: refers to Request for Proposal.
- 5. CSP: refers to Competitive Sealed Proposal
- 1. If Offeror does not wish to submit an offer at this time, please submit a No Bid.
- 2. Awards shall be made not more than ninety (90) days after the time set for opening of Submittals.
- 3. Collin County is always conscious and extremely appreciative of your time and effort in preparing your Submittal.
- 4. Collin County exclusively uses OpenGov eProcurement Portal 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.
- 5. A Submittal may not be withdrawn or canceled by the Offeror prior to the ninety-first (91<sup>st</sup>) day following public opening of Submittals and only prior to award.
- 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.
- 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.
- 8. Submittals via email, oral, telegraphic or telephonic will not be accepted. RFPs and CSPs may be submitted in electronic format via <u>Collin County eProcurement Portal</u>.
- 9. All RFPs and CSPs submitted electronically via <u>Collin County eProcurement Portal</u>. shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the RFP and/or CSP.

- 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.
- 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.
- 12. Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.
- 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 eProcurement Portal.
  - i. 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. <a href="https://procurement.opengov.com/portal/collincountytx">https://procurement.opengov.com/portal/collincountytx</a> 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.
- 14. All materials and services shall be subject to Collin County approval.
- 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.
- 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.
- 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.

- 18. Minimum Standards for Responsible Prospective Offerors: A prospective Offeror must meet the following minimum requirements:
  - i. have adequate financial resources, or the ability to obtain such resources as required;
  - ii. be able to comply with the required or proposed delivery/completion schedule;
  - iii. have a satisfactory record of performance;
  - iv. have a satisfactory record of integrity and ethics;
  - v. 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.
- 19. Vendor shall bear any/all costs associated with its preparation of a RFP/CSP Submittal.
- 20. 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.
- 21. The Offeror shall comply with Commissioners Court Order No. 2004-167-03-11, County Logo Policy.
- 22. 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.
- 23. 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.
- 24. 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.

## 8. TERMS OF CONTRACT

- 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. 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.
- 3. No public official shall have interest in the contract, in accordance with Local Government Code Title 5, Subtitle C, Chapter 171.
- 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.
- 5. Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.
- 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.
- 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.
- 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.
- 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.
- 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.
- 11. If a contract, resulting from a Collin County RFP/CSP is for the execution of a public work, the following shall apply:
  - i. In accordance with Government Code 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of \$25,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56<sup>th</sup> Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).
  - ii. In accordance with Government Code 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Performance Bond if the contract is in excess of \$100,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56<sup>th</sup> Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).
- 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.
- 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.
- 14. Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.
- 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.
- 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.
- 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.
- 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:
  - i. Collin County Purchase Order Number;
  - ii. Vendor's/Contractor's/Provider's Name, Address and Tax Identification Number;
  - iii. Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.
- 19. Payment will be made in accordance with Government Code, Title 10, Subtitle F, Chapter 2251.
- 20. All warranties shall be stated as required in the Uniform Commercial Code.
- 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.
- 22. The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.
- 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.
- 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.
- 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.

- 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.
- 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.
- 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.
- 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.
- 30. Non-Disclosure Agreement: Where applicable, vendor shall be required to sign a non-disclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by vendor, except as provided in the contract/agreement, may cause serious harm or damage to Collin County. Therefore, Vendor agrees that Vendor will not use the information furnished for any purpose other than that stated in contract/agreement, and agrees that Vendor will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible transaction. This agreement shall be binding upon Collin County and Vendor, and upon the directors, officers, employees and agents of each.
- 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.
- 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.
- 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.

#### 34. Delays and Extensions of Time when applicable:

- i. 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.
- ii. 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.
- 35. Disclosure of Certain Relationships: Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the

7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.

- 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.
- 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.
- 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.

## PROPOSAL FORMAT

#### 9.1. 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.

- Proposals may be submitted online via https://procurement.opengov.com/portal/collincountytx/projects/155689
   or submitted via CD-ROM or Flash Drive. Electronic submissions are preferred.
- 2. If submitting manually, proposal shall be submitted in a sealed envelope or box with RFP name, number, and name of firm printed on the outside of the envelope or box. Manual submittals shall be sent/delivered to the following address and shall be received prior to the date/time for opening:

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

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

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

#### 9.2. REFERENCES

Provide a minimum of three (3) references. Include the following information for each reference; the name and address of the organization, as well as the name, position, email and telephone number of the contact in the referred organization. References with similar projects and users are preferred.

1. Describe the services provided, the start date, months to complete and the total cost of project. Include organizations that have completed similar in scope projects in the last two (2) years.

### 9.3. REQUIREMENTS

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

1. Requirements that require a detailed response shall be submitted as an attachment titled "Attachment A". 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.

2. 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.

#### 10. VENDOR RESPONSE

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

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

## Firm Overview

Contractor shall define the overall structure of the Firm to include the following:

- 1. A descriptive background of your company's history.
- 2. State your principal business location and any other service locations.
- 3. State the address and normal business hours of your local service location and list the number of technical support personnel assigned to this work location. Should a service location not exist in the Collin County region please list your nearest service location to the county.
- 4. What is your primary line of business?
- 5. How long have you been selling product(s) and/or providing service(s)?
- 6. State the number and location of installations where your services are in use.
- 7. Does your solution require third party software? If yes, explain.
- 8. Describe plan to keep Collin County up to date on current changes and operating systems, during the term of the contract.
- 9. Identify any terminated public sector projects. Disclose the jurisdiction and explain the termination.
- 10. 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.
- 11. List of all lawsuits resulting in award (in or outside of court) to a client and provide basis and finding of any settlement.

become acquired by another business entity?\*

Is your company currently for sale or involved in any transaction to expand or to

1.10.

☐ Yes ☐ No

#### \*Response required

When equals "Yes"

1.10.1. Please explain the impact both in organizational and directional terms.\*

1.11. List of all lawsuits resulting in award (in or outside of court) to a client and provide basis and finding of any settlement.\*

# PROPOSED PROJECT TEAM/STAFF QUALIFICATIONS/ EXPERIENCE/ CREDENTIALS

## 2.1. Project Team/Staff\*

Include name, job title, responsibilities, project management practices, role on the project, and number of years they have been in the role - along with credentials, qualifications as well as experience for each team member or key personnel on the project.

#### PROPOSED PROJECT PLAN

- 3.1. Provide an implementation plan for the proposed product(s)/service(s) to include but not limited to the following areas:\*
  - 1. Project Plan to include all necessary components to render it a complete and operational system
  - 2. Proposed Project Plan showing, at a minimum, the following key areas:
    - i. Installation
    - ii. Education and Training
    - iii. Testing and Support
  - 3. Documentation samples showing the work product the county may expect to receive covering:
    - i. Warranty/Maintenance
    - ii. Configuration and programing details
    - iii. As-Built Diagrams

## 3.2. Provide a description for the following:\*

The County will provide an enterprise project implementation resource to oversee and coordinate integration of the requirements. Contractor shall include a description of how they will interact with this resource.

<sup>\*</sup>Response required

<sup>\*</sup>Response required

<sup>\*</sup>Response required

<sup>\*</sup>Response required

#### 4. SIMILAR PROJECTS INVOLVED WITH

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

#### 5. 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.

## 5.1. Provide a schedule for each phase of the proposed project\*

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.

# 6. OTHER QUESTIONS/DOCUMENTS

## 6.1. Written Response

Include additional comments below. If you need additional space, please include with your submittal an attachment titled "Detailed Response to Requirements" and note accordingly below."

6.2. Attachment A-Collin County Requirements\* Please download Attachment A documents, complete, and upload.\*

#### 6.3. Exceptions

Please download the exceptions attachment, complete, and upload.

#### 6.4. Notice\*

Collin County exclusively uses OpenGov eProcurement Portal 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.

П	Please	confirm
	1 10030	COILLII

<sup>\*</sup>Response required

<sup>\*</sup>Response required

<sup>\*</sup>Response required

<sup>\*</sup>Response required

<sup>\*</sup>Response required

Title: Audio Video Courtroom Refresh - Justice of the Peace Precinct 3 & 4

## 6.5. 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 List authorized by the company, corporation, firm, partnership or individual to respond to any questions, clarification, and/or offers in response to this solicitation.

## 6.6. Insurance Acknowledgement\*

I understand that the insurance requirements of this solicitation are required and are included in the submitted pricing. A certificate of insurance shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract.

☐ Please confirm

## 6.7. Bonding Requirement Acknowledgement\*

I understand that the bonding requirements of this solicitation are required and are included in the submitted pricing. A bond certificate (payment, performance, and/or maintenance) as stated in the specification document shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract.

☐ Please confirm

#### 6.8. 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".

#### 6.9. 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.

<sup>\*</sup>Response required

<sup>\*</sup>Response required

<sup>\*</sup>Response required

<sup>\*</sup>Response required

<sup>\*</sup>Response required

## 6.10. 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.

\*Response required

## 6.11. 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.

\*Response required

## 6.12. Cooperative Contracts\*

As permitted under Texas Local Government Code Sections 271.101 and 271.102 and Texas Government Code Section 791.025, other local governmental entities may wish to also participate under the same terms and conditions contained in this contract. Each entity wishing to participate must enter into an inter- local agreement with Collin County and have prior authorization from vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the local governmental entity requiring supplies/services. Collin County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract. Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded, under the same terms and conditions?

Yes
No

# 6.13. 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

<sup>\*</sup>Response required

Title: Audio Video Courtroom Refresh - Justice of the Peace Precinct 3 & 4

located or a state in which the nonresident is a resident manufacturer. (Texas Government Code, Title 10, Subtitle F., Chapter 2252, Subchapter A.).

- 1. Is your principal place of business in the State of Texas?
- 2. If your principal place of business is not in Texas, in which State is your principal place of business?
- 3. If your principal place of business is not in Texas, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage?
- 4. If your state favors resident bidders, state by what dollar amount or percentage.

#### 6.14. Debarment Certifications\*

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	confirm

## 6.15. 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.

П	D	ممدما	confirm
ıı	-	IPACP	COMITTION

# 6.16. 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.

	D	معدما	confirm
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<sup>\*</sup>Response required

<sup>\*</sup>Response required

<sup>\*</sup>Response required

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Title: Audio Video Courtroom Refresh – Justice of the Peace Precinct 3 & 4

#### 6.17. 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 confirm

## 6.18. 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 confirm

# 6.19. Information Regarding Conflicts of Interest

During the 79th Legislative Session, House Bill 914 was signed into law effective September 1, 2015, which added Chapter 176 to the Texas Local Government Code. Recent changes have been made to Chapter 176 pursuant to HB23, which passed the

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

For a copy of Form CIQ and CIS: <a href="https://www.ethics.state.tx.us/forms/conflict/">https://www.ethics.state.tx.us/forms/conflict/</a>

The vendor acknowledges by doing business or seeking to do business with Collin County that they have been notified of the requirements under Chapter 176 of the Texas Local Government Code and that they are 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.

<sup>\*</sup>Response required

<sup>\*</sup>Response required

<sup>\*</sup>Response required

For a listing of current Collin County Officers: <a href="https://www.collincountytx.gov/Contact/county-officials">https://www.collincountytx.gov/Contact/county-officials</a>

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

Department:

Caren Skipworth-Chief Information Officer

Eric Huggins-Audo/Visual Administrator

Daniel Ragusa-Audio/Visual Specialist

Casey Stone-Infrastructure Supervisor

Purchasing:

Michelle Charnoski, NIGP-CPP, CPPB – Purchasing Agent

Marci Chrismon, CPPB – Assistant Purchasing Agent

Cory Rogers-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

Please download the CIQ attachment, complete, and upload if applicable.

# 6.20. Conflict of Interest Confirmation\*

I have read the conflict of interest information above and will file the CIQ form if a conflict exists.

☐ Please confirm

\*Response required

#### 6.21. W-9\*

Please download the W9 form, complete, and upload.

<sup>\*</sup>Response required

## 6.22. 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?

## 6.23. Proposer Acknowledgement\*

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

☐ Please confirm

## 6.24. 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 confirm

# 6.25. 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.

#### 6.26. 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:

<sup>\*</sup>Response required

<sup>\*</sup>Response required

<sup>\*</sup>Response required

<sup>\*</sup>Response required

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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.

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<sup>\*</sup>Response required

# **CONFLICT OF INTEREST QUESTIONNAIRE**

FORM CIQ

For vendor doing business with local governmental entity

This guartienneity reflects changes made to the law by U.B. 22 94th Log. Degular Session	OFFICE USE ONLY
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	0.1102 002 01121
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. See Section 176.006(a-1), Local Government Code.	
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	
Name of vendor who has a business relationship with local governmental entity.	
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.)	
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 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.  A. Is the local government officer or a family member of the officer receiving or liother than investment income, from the vendor?  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 income governmental entity?  Yes No  Yes No	h the local government officer. h additional pages to this Form  kely to receive taxable income, income, from or at the direction
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.  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 176.00	fficer or director, or holds an of the officer one or more gifts
7	
Signature of vendor doing business with the governmental entity	vate

#### **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.

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

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

#### Local Government Code § 176-003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
  - (2) the vendor:
    - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
      - (i) a contract between the local governmental entity and vendor has been executed; or
      - (ii) the local governmental entity is considering entering into a contract with the vendor:
    - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
      - (i) a contract between the local governmental entity and vendor has been executed; or
      - (ii) the local governmental entity is considering entering into a contract with the vendor.

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

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
  - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
  - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
  - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
  - (1) the date that the vendor:
    - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
    - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
  - (2) the date the vendor becomes aware:
    - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
    - (B) that the vendor has given one or more gifts described by Subsection (a); or
    - (C) of a family relationship with a local government officer.



# Request for Taxpayer Identification Number and Certification

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

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

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.					
	2 Business name/disregarded entity name, if different from above					
Print or type. See Specific Instructions on page 3.	single-member LLC  Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)  Note: Check the appropriate box in the line above for the tax classification of the single-member owner. It LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-mem is disregarded from the owner should check the appropriate box for the tax classification of its owner.  Other (see instructions)  5 Address (number, street, and apt. or suite no.) See instructions.  Requ	rust/estate  on not check f the LLC is	Exempt p  Exempt code (if a	accounts mainta	individual a 3):  (if any)  TCA repoi	rting
ÿ	6 City, state, and ZIP code  7 List account number(s) here (optional)					
Pa	t Taxpayer Identification Number (TIN)					
	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid	Social sec	urity nun	nber		
	up withholding. For individuals, this is generally your social security number (SSN). However, for a sent alien, sole proprietor, or disregarded entity, see the instructions for Part I. later, For other		$\neg$ _ $\vdash$	TT]_[		
	es, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i>		╛┖			
TIN, I	ater.	or				
Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Employer					er	
Numt	per To Give the Requester for guidelines on whose number to enter.		-			
Par	t II Certification					
Unde	r penalties of perjury, I certify that:					
	e number shown on this form is my correct taxpayer identification number (or I am waiting for a num			,,		
2. I ar	m not subject to backup withholding because: (a) $f I$ am exempt from backup withholding, or (b) $f I$ have	e not been n	otified by	the Inter	nal Reve	nue

- 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.

	or abandonment of secured property, cancellation of debt, contributions to an individual relinterest and dividends, you are not required to sign the certification, but you must provide you	0 ( // 0 )/ 1
Sign Here	Signature of U <sub>∗</sub> S <sub>∗</sub> person ▶	Date ►

## **General Instructions**

Section references are to the Internal Revenue Code unless otherwise

**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)
- 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.

Instructions for completing section:

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

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

Attachment A - Requirements JP3

Ves No Written Response; Include additional comments below.

IMPORTANT INFORMATION:	Yes	No.	Written Response: Include additional comments below.
Requirements that require a detailed response shall be submitted as an attachment titled "Detailed Response	System currently		If you need additional space please include with your submittal an attachment titled "Detailed Response to Requirements" and note accordingly below.
to Requirements". The responses shall be in order and include the reference numbers within this document.	performs	this function	uned Detailed Response to Requirements and note accordingly below.
Acknowledgement of response on this sheet is required and reference of location of response shall be	these	and/or	
referenced in the comment section of this document.	functions	cannot agree	
-	and/or agree	to	
Any responses that are answered as a yes mean that the system will fully comply with no setup required,	to	requirement	
configurable with no changes to source code, or are provided with reporting tool. If the functionality is not	requirement		
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.			
TECHNICAL REQUIREMENTS Audio			
Seated parties in all areas shall hear everything said by a Speaker, except when a Speaker has turned off or muted a			
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			
side of the attorney tables, Witness stand, Judges Bench, Clerk area, and wireless mics, or as a Speaker moves around			
the room. Video - Parties shall see everything displayed and equipment programmed accordingly			
Court Recorder shall see Speakers displayed from Camera views.			
Comeras to be a fixed view.			
Camera to capture and identify the face of Witness speaking.			
Carnera to capture and identify the face of Defense avver speaking.			
Camera to capture and identify the face of Plaintiff lawyer speaking.			
Camera to capture and identify the Judge speaking.			
Carneras that capture and identify Defense and Plaintiff speaking to encompass the whole table for any witness at the			
table.  Everything displayed to the annotation touch screens shall be viewable at its positioned location for areas being the			
attorney tables, witness stand, and court reporter areas of seating			
All images displayed shall be viewable and legible by all parties of the Court.			
All images displayed shall be clear and sharp with no over scan, blurriness, image smear, blinking, or ghosting			
A/V System shall be able to accept, process, and switch digital and analog video sources utilizing VGA, DVI, HDMI, and			
Display Port connectivity.			
System shall be able to output the appropriate digital video resolution to any display in the system regardless of source			
resolution utilizing HDMI, VGA, DVI, or Display Port.  Contractor shall agree to requirements outlined in the Network Cabling General Requirements.			
Streaming Storage			
Provide a way to view a live recorded Audio Video stream with proper installation of any hardware, software, and			
programming as required.			
Client software applications shall be compatible with Microsoft Windows 10 operating system and future upgrades or			
versions.			
Camera Cameras to be properly programmed, and positioned			
Cameras installed to be wired only.			
Cameras to be Zoom lens with auto focus controlled by A/V System			
Cameras angle to be determined by Vendor.			
Vendor to examine Court Room properly for camera distance and ceiling height and adjust if needed.			
Resolution of camera to be set by Vendor.			
Audio Control			
The 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 audio.			
The Existing AMX Control Processor will be decommissioned by vendor and the County will surplus			
Touch panel shall be utilized as needed to control audio.			
Proper Microphones shall be provided as needed at all areas for speaking parties.			
Video Contro			
Camera video shall be provided with proper installation of any hardware, software, and programming as required.			
 All Cameras firmware shall be updated at the time of install.  Touch panel shall be utilized as needed to control cameras.			
Room Control			
Existing control processor shall be programed for the following functions as utilized for Court audio and video.			
Desk touch screen display: Switch Input Select			
Microphones: Volume Control Up/Down, mute			
Audio: Volume Control Up/Down, mute			
It is the Vendors' responsibility to program the new system,			
It is the Vendors responsibility to program the DSP.  Audio & Video Connectivity			
All audio and video connections between the Court Room and the equipment rack shall adhere to accepted industry			
standards.			
Consideration of speaker ohm impedance for proper American Wire Gauge cabling as necessary.			
If any new audio cabling and speakers are to be provided then Vendor is responsible for proper mounting and hardware.			
Timer			
Two synced timers, one mounted at the back of the courtroom and the other to sit on the Judges bench where he 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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Provide onsite hands on training to the county Audio/Visual Administrator on operation, troubleshooting, and configuration of completed system.	1	percenting of completed custom.	l	
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IMPLEMENTATION REQUIREMENTS

Attachment A- Requirements JP4

IMPORTANT INFORMATION:  Requirements that require a detailed response shall be submitted as an attachment tilled "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, 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 70 of the specifications for more details no Exceptions.	Yes System currently performs these functions and/or agree to requirement		Witten Reagonss: Include additional comments below. If you need additional space please include with your submittal an attachment titled "Detailed Response to Requirements" and note accordingly below.
TECHNICAL REQUIREMENTS			
Audio			
Seated parties in all areas shall hear everything said by a Speaker, except when a Speaker has turned off or muted a			
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 side of the attorney tables, Witness stand, Judges Bench, Clerk area, and wireless mics, or as a Speaker moves around			
side of the altomey tables, witness stand, Judges Bench, Clerk area, and wheless mics, or as a Speaker moves around the room.	1		
Video - Parties shall see everything displayed and equipment programmed accordingly			
Court Recorder shall see Speakers displayed from Camera views.			
Cameras to be a fixed view.			
Camera to capture and identify the face of Witness speaking.			
Camera to capture and identify the face of Defense lawyer speaking			
Camera to capture and identify the face of Plaintiff lawyer speaking.  Camera to capture and identify the Judge speaking.			
Cameras that capture and identify Defense and Plaintiff speaking to encompass the whole table for any witness at the			
table.	1		
Everything displayed to the annotation touch screens shall be viewable at its positioned location for areas being the			
attorney tables, witness stand, and court reporter areas of seating			
All images displayed shall be viewable and legible by all parties of the Court.			
All images displayed shall be clear and sharp with no over scan, blurriness, image smear, blinking, or ghosting,  A/V System shall be able to accept, process, and switch digital and analog video sources utilizing VGA, DVI, HDMI, and			
Display Port connectivity.	1		
System shall be able to output the appropriate digital video resolution to any display in the system regardless of source			
resolution utilizing HDMI, VGA, DVI, or Display Port.			
Contractor shall agree to requirements outlined in the - Network Cabling General Requirements.			
Streaming Storage			
Provide a way to view a live recorded Audio Video stream with proper installation of any hardware, software, and	1		
programming as required.  Client software applications shall be compatible with Microsoft Windows 10 operating system and future upgrades o			
Versions.			
Camera			
Cameras to be properly installed, programmed, and positioned.			
Carneras installed to be wired only.			
Cameras to be Zoom lens with auto focus.  Cameras angle to be determined by Vendor.			
Vendor to examine Court Room properly for camera distance and celling height.			
Resolution of camera for identification to be determined by Vendor.			
Audio Control			
The audio digital signal processor shall be utilized as needed in the equipment rack and programmed to contro			
microphones to provide a consistent volume level throughout the Court Room for audio.			
The Existing AMX Control Processor will be decommissioned by vendor and the County will surplus.	<del>                                     </del>	-	
Touch panel shall be utilized as needed to control audio.  Proper Microphones shall be provided as needed at all areas for speaking parties.	<del> </del>	1	
Video Control  Video Control			
Camera video shall be provided with proper installation of any hardware, software, and programming as required.			
All Cameras firmware shall be updated at the time of install.			
Touch panel shall be utilized as needed to control cameras.			
Room Control  Existing control processor shall be programed for the following functions as utilized for Court audio and video,			
Desk touch screen display: Switch Input Select			
Microphones: Volume Control Up/Down, mute	1		
Audio: Volume Control Up/Down, mute			
It is the Vendors' responsibility to program the new system.			
It is the Vendors responsibility to program the DSP.			
Audio & Video Connectivity  All audio and video connections between the Court Room and the equipment rack shall adhere to accepted industry			
All audio and video connections between the Court Room and the equipment rack shall adhere to accepted industry standards.	1	1	
Statistical U.S.  Consideration of speaker ohm impedance for proper American Wire Gauge cabling as necessary,			
If any new audio cabling and speakers are to be provided then Vendor is responsible for proper mounting and hardware.			
Timer			
Two synced timers, one mounted at the back of the courtroom and the other to sit on the Judges bench where he can	1	1	
physically pick it up and set it on top for the courtroom to see. The timers need to be synced to show the same countdown.	Ί	1	
Countown			

	IMPLEMENTATION REQUIREMENTS			
	Design			
	Provide "As Built" schematics for Video subsystem to include cable routing and labels in an editable format compatible with Microsoft Office products.			
	Provide "As Built" schematics for Audio subsystem to include cable routing and labels in an editable format compatible			
	with Microsoft Office products.			
	Provide 'As Built' schematics for Control subsystem to include cable routing and labels in an editable format compatible			
	with Microsoft Office products.			
	Provide "As bult" drawings of how equipment is mounted and cabled within the Court room or rack in an editable format compatible with Microsoft Office products.			
	Provide a "Cable Matrix" indicating which device plugs into which port of all devices,			
	Integration			
	Any new electrical needed will be provided by vendor or vendor's licensed and bonded contractor.			
	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 prior to			
	the start of work in that room.			
	Damage to Courtroom surfaces shall be repaired by the Vendor with matching surface material and repainted as			
	necessary.			
	The Audio and video system will integrate with the Judges PC to perform video conferencing.			
	Testing Fully test the final system according to industry standards to ensure proper functionality of all audio and video inputs and			
	outputs. County Audio/Visual Administrator or alternate shall be present during testing and shall sign off on each item tested.			
	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.			
	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.			
	Other			
1	Responsible for mounting of any equipment in the A/V rack and shall provide all necessary hardware and incidentals to meet this requirement.		1	
	Responsible for mounting of all equipment in the rack and shall provide all necessary hardware and incidentals for such.			
	Responsible for providing, running and terminating all required cabling.			
1	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 AV rack by Collin		1	
1	Prenum caping and snail be terminated as necessary to the Provided Patch Panels in IDF room and ArV rack by Collin County.		1	
	Any cabling from endpoint devices in the Court to the AV rack equipment shall be new Shielded Cat6 Plenum and shall be terminated as necessary.			
	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 be			
	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			
	standards and building code requirements.			
	Label all cables with locations and switch connections per Attachment Collin County cabling standards.			
	All new Cat6 cables shall be terminated as necessary to industry standards.			
	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.			
	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.  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			
	Manager and/or the Collin County Audio/Visual Administrator.			
	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			
_	Collin County is requesting vendor give recommendations on capability of remote control.  Provide all new equipment for this project. None of the required equipment shall be used/refurbished.	<b>-</b>		
			<b>—</b>	
	If equipment is kept 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			
1	solution it shall be their responsibility to correct it at their own expense whether by purchasing the missing components or		1	
	performing the required labor.			
	Submit product data sheets for all proposed items to Collin County at the time of RFP.			
	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 complation of the project, the contractor will be responsible for supplying those items and covering the cost of those items. The cost of any item mistakenty 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			
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	l	l	
1	repair, free of charge, any equipment proven to be defective in workmanship or material. Owner furnished equipment shall		1	
	be exempt from this warranty. Contractor shall provide cost for optional extended warranty and exchange policy through			
	equipment manufacturers.			
1	All items reported shall receive a response via phone within Two (2) hours from the date/time of original notice of issue.		1	
	All items reported that require onsite repair/replace, technician shall be onsite within 24 hours (next Business Day) from		<b> </b>	
	the date/time of original notice of issue. (Phone call, online request, etc.)			
	Any major components with less than a (1) year warranty will need to be called out in writing			
	Training Provide Two (2) hours of training to the countroom staff on operation of all aspects of the completed system.			
	Provide 1W0 (2) nours or training to the countroom start on operation or all aspects of the completed system.  Provide onsite hands on training to the county Audio/Visual Administrator on operation, troubleshooting, and		<b>—</b>	
	configuration of completed system.			
	Provide onsite hands on training to JP4 staff on how the system works.			

#### **Exhibit A- Collin County Cabling Standards**

# **A/V Network Cabling General Requirements:**

- All work done is to be based on Collin County standards and Industry best practices. Where the two diverge the Collin County lead will be responsible for making the decision on which to use.
- Vendor is responsible for labeling all equipment and connections according to Collin County specifications.
- Vendor will provide all cable needed for the horizontal cable runs to 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

# **PAYMENT BOND**

STATE OF TEXAS \$
COUNTY OF COLLIN \$

#### KNOW ALL MEN BY THESE PRESENTS:

That		, a	corporation organized and ex-	isting_under the laws of
the State of	, and fully authorized to transact business	in the State of Texas, whose	address is	
of the City of	County	of	, and State of	
,(hereinafter referred to as "Princip	oal"), and			
	, a corporation organized_under the laws of the State			
of Texas to act as surety on bonds	for principals, are held and firmly bound unto			_(hereinafter referred
to as "Owner") and unto all person	ns, firms and corporations who may furnish material	s for or perform labor upon	the buildings, structures or in	nprovements referred to
	enal sum of			
\	(not less than 100% of the a			1 1 /
money of the United States, for th	e payment whereof, the said Principal and Surety bir	nd themselves, and their heir	s, administrators, executors, s	successors, and assigns,
jointly and severally, firmly by the	ese presents:			
WHEREAS, the Prince	ipal has entered into a certain written contract with the	e 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	
Contract, agreed to by the Princip duly authorized modifications of svoid; otherwise, to remain in full for "PROVIDED, HOWN of the Texas Insurance Code, as at they were fully copied at length he Surety, for value receivagreement which increases the Contract, or to the work performed it does hereby waive notice of any The undersigned and downom service of process may be here	and in all recets duly defaithfully observe and potal, and according to true is and meaning of said Contract that may he have be not less notice of orce and effect. Provide further has any legal accever, that this bond is a couted arsuant, the properties of the contract price with or without notice to the surety and thereunder, or the plans, specifications, or drawing such change, extension of time, alteration or additional designated agent is hereby designated by Surety her ad in matters arising out of such suretyship.  EOF, the said Principal and Surety have signed and	said Contract and the claims which modification to Suret tion be filed on this Bond, volvisions Texas Government ermined in accordance with the combination of the claims of the contract as the agent resident of the contract as the contract as the agent resident of the contract as the agent resident of the contract as the contr	s and specifications hereto are ty being hereby waived, then enue shall lie in Collin Code, Chapter 2253, as amenthe provisions of said articles the amount of any Change on of time, alteration or additionally hall in anyway affect its oblight, or to the work to be performed.	nnexed, and any and all this obligation shall be unty, Texas.  Inded, and Chapter 3503 to the same extent as if  Order or supplemental tion to the terms of the gation on this bond, and the definition to the terms of the gation on this bond, and the definition to the terms of the gation on this bond, and the definition to the terms of the gation on this bond, and the definition to the terms of the gation on this bond, and the delivered and on
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		,, <u> </u>		
		<u></u>		
		company.		
		Address:		
	for delivery of notice and service of process is:			
·		 <b>Note</b> : Da	ate of Bond must NOT be	
Phone Number:		pri	or to date of contract.	

#### PERFORMANCE BOND

STATE OF TEXAS COUNTY OF COLLIN KNOW ALL MEN BY THESE PRESENTS: \_, a corporation organized and existing under the laws of and fully authorized to transact business in the State of Texas, whose address is\_ the State of \_\_\_\_ \_\_\_\_\_\_County of \_\_\_\_\_\_, and State of \_\_\_\_\_\_, (hereinafter referred to as "Principal"), and \_\_\_\_ City of \_ \_\_\_ (hereinafter referred to as "Surety", a corporation organized\_under the laws of the State of \_\_\_\_\_ and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound (hereinafter referred to as "Owner") and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, , in the penal sum of \_ (not less than 100% of the approximate total amount of the Contract as evidenced in the proposal plus 10percent of the stated penal sum as an additional sum of money representing additional court expenses, attorneys' fees, and liquidated damages arising out of or connected with the below identified Contract) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents: WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the \_\_\_\_\_\_day of \_\_\_\_\_, 20\_\_\_\_, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal fully and faithfully executes the work and performance of the Contract in accordance with the pans orifications, and Contract Documents, including any extensions thereof which may be granted with or without notice to Surety, during the original term the of, and coing the life of any guaranty required under the Contract, and according to the true intent and meaning of said Contract and the plans and specifica ans here anne 1, 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 e of fina ampletion and final acceptance of the work by OWNER; and if the Principal shall fully indemnify and save harmless the OWNER from all costs and damag which WNF by 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 'efault 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 s at tis a, and at the OWNER may do said work and supply such materials and charge the same against said CONTRACTOR and Surety on this obligation. Provided to her, the sample slatting befiled on this Bond, venue shall lie in Collin County, Texas. "PROVIDED, HOWEVER, that this bond is execue pursue 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 based as shall be dermined 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 hall autor leading be increased by the amount of any Change Order or supplemental agreement which increases the Contract price with or without notice to the Surety, by a no existable a Change Order or Supplemental Agreement which reduces the Contract price decrease the penal sum of the Bond. And further that no change, Lensio of time, Iteration, or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the sar nall in any vay aff 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 of the work to be performed thereunder. Surety agrees that the bond provides for the repairs and/or replacement of all decease use to afty 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 reason and 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 instrume. \_\_\_day of \_\_\_\_\_\_ 20\_\_\_\_ WITNESS PRINCIPAL Printed/Typed Name\_\_\_\_ Title: Company:\_\_\_\_\_ Address: WITNESS **SURETY** Printed/Typed Name Company: Address: \_\_\_\_\_

Note:

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

The Resident Agent of the Surety for delivery of notice and service of process is:

Name: \_\_\_\_ Address: \_

Phone Number:

Revised 11/2008

project completion	•		