



Collin County, TX

REQUEST FOR PROPOSAL

2025-198

BUILDING AUTOMATION CONTROLS INTEGRATOR SERVICES

RELEASE DATE: May 6, 2025

RESPONSE DEADLINE: June 5, 2025, 2:00 pm

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

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1. INTRODUCTION

1.1. SUMMARY

Collin County is seeking proposals from qualified offerors to provide technical experience to update and integrate the current LonWorks and BACnet control system which shall include graphics on the user interface. BACnet will become standard to upgrading and integration.

1.2. TIMELINE

RFP Released:	May 6, 2025
Pre-Proposal Meeting 1 (Mandatory):	May 20, 2025, 2:00pm Collin County Central Plant, 4600 Community Avenue, McKinney, TX 75071
Pre-Proposal Meeting 2 (Mandatory):	May 22, 2025, 10:00am Collin County Central Plant, 4600 Community Avenue, McKinney, TX 75071
Deadline for Submission of Questions:	May 27, 2025, 5:00pm
Response Submission Deadline:	June 5, 2025, 2:00pm

2. PURPOSE/SCOPE OF WORK

2.1. Scope of Services

This RFP is intended to identify qualified firms to provide Building Automation Controls Integrator Services for various facilities within the county. The scope of work shall include but is not limited to providing consulting services related to controls for all County projects, integration and installation of any new hardware, or replacement of hardware in all buildings on the County Control System. The Building automation systems (BAS) is used to enhance operational efficiency, energy management, and environmental comfort within county-owned buildings. (See Attachment A for approximate square footage and list of existing hardware.)

1. Detailed Specifications

The Building Automation Controls Integrator Services must comply with the following technical specifications and standards:

1. System Integration

- The integrator must provide a complete BAS that integrates HVAC, lighting, security, and fire alarm systems.
- Systems must support open protocol standards, including but not limited to BACnet, LonWorks, and Distech.
- The integration must allow for real-time data monitoring and control over the systems from a centralized platform.

2. System Design

- The design must comply with ASHRAE standards 90.1 and 135 for energy efficiency and automation.
- It must follow the National Fire Protection Association (NFPA) guidelines and local building codes.
- A complete set of design documents, including schematics and wiring diagrams, must be provided.

3. Installation

- Installation must adhere to manufacturers' specifications and industry best practices.
- All installation work must comply with the Occupational Safety and Health Administration (OSHA) safety regulations.
- All components must be UL listed and compliant with relevant local, state, and federal regulations.

4. Control System Software

- Software must provide user-friendly interfaces and be compatible across devices (PCs, tablets, smartphones).
- It must include advanced analytics and reporting capabilities to allow data-driven decision making.
- Training materials and user manuals for the software must be provided.

5. Testing and Commissioning

- A comprehensive testing plan must be developed and executed to ensure proper system functionality.
- Commissioning must be performed in accordance with the National Institute of Building Sciences (NIBS) Guideline 3.

2. Service Requirements

The selected vendor must provide the following services:

1. Technical Support

- Accessible technical support for system users during normal business hours and after hours.
- On-site support must be available as needed for troubleshooting and repairs.
- 24/7 emergency service for system failures or malfunctions.

2. Upgrades and Updates

- Periodic reviews of system performance to recommend upgrades or enhancements.
- Implementation of software updates and patches as required to maintain system security and efficiency.

3. Delivery Requirements

The contractor shall submit the final deliverables and follow the delivery requirements outlined below:

1. Documentation

- Provide all associated documentation detailing and describing all system administration functions. The documentation shall include sequence of operations, diagrams and schematics required for control of systems, copy of terminal layout at all points, users manuals, and warranty information.
- Provide Collin County with one (1) electronic copy and one (1) hard copy each of the User's Manuals, warranty information, and the Systems Administration Guide.
- Documentation must be delivered within two (2) weeks of each project's completion date.

2. Maintenance/Warranty/Service Requirements

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

3. Training Requirements

- Provide a training plan and training session to ensure that Collin County's system support staff can adequately perform all basic system related administrative, diagnostic and proactive management functions within the proposed system including a point to point check out.

3. SPECIAL CONDITIONS

3.1. AUTHORIZATION

By order of the Commissioners Court of Collin County, Texas sealed proposals will be received for **2025-198 Building Automation Controls Integrator Services.**

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 Building Automation Controls Integrator Services.

3.3. TERM

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

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. PRE-PROPOSAL CONFERENCE

A Mandatory pre-proposal conference will be conducted by Collin County on Tuesday, May 20, 2025 at 2:00 pm and on Thursday, May 22, 2025 at 10:00 am. Location: Collin County Central Plant, 4600 Community Avenue, McKinney, TX 75071. It is the contractor's responsibility to review the site and documents to gain a full understanding of the requirements of the RFP. All contractors desiring to submit a proposal are encouraged to have a representative at the pre-proposal conference.

3.6. POINT OF CONTACT

Information regarding the purchasing process and the contents of this RFP may be obtained from the Collin County Department or email Susan Hayes, Buyer II at shayes@co.collin.tx.us.

3.7. FUNDING

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

3.8. PRICE REDUCTION

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

3.9. PRICE REDETERMINATION

A price redetermination may be considered by Collin County only at the twelve (12) month anniversary date of the contract, and at each subsequent anniversary for renewals (24, 36, 48, and 60 month). Any request for redetermination will require a minimum of thirty (60) 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.

3.10. 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.

3.11. 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.

3.12. 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.

3.13. TESTING

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

3.14. SAMPLES/DEMOS

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

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 sixty thousand dollars (\$60,000). The county will request job specific fees from the successful controls integrator.

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. PROPOSAL SCHEDULE

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

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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
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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.

5. EVALUATION

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 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.

Level 1 - Conformance with Mandatory Requirements

The first part of the elevation process (Level 1) 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.

- The County currently utilizes LonWorks and BacNet. Offeror shall provide Tridium/Niagra certification of personnel to service County systems.
- Response to all questions in the Vendor Response section of the solicitation

Level 2 – Detailed Proposal Assessment (Maximum 100 Points)

The Evaluation Committee will conduct a detailed assessment of all proposals elevated to this Level. See Level 2 below for criteria. It is anticipated that Collin County will elevate proposals scoring at least 70 points (70%) to Level 3.

Level 3 – Demonstration of Solution (Optional - Maximum 30 Points)

During the interviews, the County will allow presentations to identify specific experience with systems similar to current systems operated by the County with the existing controls system and review typical graphics packages from the contractor to insure the “look and feel” of the proposed system reflects the current County control system. Several of the other evaluation criteria will be clarified and refined, including the implementation plan, technology compatibility, ability to meet facilities requirements, and cost. Proposals may be re-evaluated based upon Criteria in level 2.

Level 4 – Best And Final Offer

Contractors who are susceptible of receiving award may be elevated to Level 4 for Best and Final Offer. Contractor will be asked to respond in writing to issues and questions raised by the County as well as

any other cost and implementation planning considerations in the proposal, and may be invited to present their responses on-site. Proposals may be re-evaluated based upon Criteria in level 2 and 3.

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

LEVEL 2 - DETAILED PROPOSAL ASSESSMENT

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Fit to General and Technical Requirements This includes how long your business has been certified; identifying products considered proprietary; providing sample graphics with typical points for the County's desired systems; and description of the implementation, training, and ongoing update plans for this project.	Points Based	30 (30% of Total)
2.	Qualifications of the Firm/Experience/References This will include a descriptive background of your company's history; principal business location and other service locations, examples of other projects your firm is currently involved with; resumes of staff who will be assigned to Collin County and quantity and quality of assigned staff for programming, service, and installation; feedback from references The County reserves the right to contact references or clients other than those listed, and to consider any information acquired from all references during the evaluation process.	Points Based	30 (30% of Total)
3.	Maintenance, Warranty, and Service Level Agreement Response Requirements This includes hours of operation and response availability and timeliness for minor or major emergency failures both via remote interface and onsite; proposer provided Service Level Agreement	Points Based	20 (20% of Total)
4.	Pricing as submitted in Pricing Proposal	Points Based	20 (20% of Total)

LEVEL 3

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p>DEMONSTRATION OF SOLUTION (OPTIONAL)</p> <p>The following criteria is optional, at the County’s discretion, and will be used to evaluate those Offerors elevated for on-site product demonstrations and implementation interviews.</p> <p><u>Integrator Interviews</u></p> <p>During the interviews, the County will allow presentations to identify specific experience with systems similar to current systems operated by the County with the existing controls system and review typical graphics packages from the contractor to insure the “look and feel” of the proposed system reflects the current County control system. Several of the other evaluation criteria will be clarified and refined, including the implementation plan, technology compatibility, ability to meet facilities requirements, and cost.</p> <p>Proposals may be re-evaluated based upon Criteria in level 2.</p>	Points Based	<p>30</p> <p><i>(100% of Total)</i></p>

6. GENERAL INSTRUCTIONS

6.1. 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

6.2. GENERAL INSTRUCTIONS

1. If Offeror does not wish to submit an offer at this time, please submit a No Proposal response.
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 (91st) 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 [Collin County eProcurement Portal](#).

9. All RFPs and CSPs submitted electronically via [Collin County eProcurement Portal](#). 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 Proposer to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. <https://procurement.opengov.com/portal/collincountytx> 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. Proposal Openings: All proposals submitted will be read at the County's regularly scheduled proposal opening for the designated project. However, the reading of a proposal at proposal opening should be not construed as a comment on the responsiveness of such proposal or as any indication that the County accepts such proposal as responsive.

The County will make a determination as to the responsiveness of proposals 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 proposals 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.

7. 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 56th 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 56th 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/Engineer 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.

8. PRICING PROPOSAL

LABOR - HOURLY RATE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Regular Business Hours Rate for Services Integrator (Monday - Friday 7:00 a.m. - 4:00 p.m)	1	Hour		
2	After Business Hours Rate for Services Integrator (Monday - Friday 4:00 p.m. - 7:00 a.m. and weekends)	1	Hour		
3	Holiday Rate for Services Integrator	1	Hour		
TOTAL					

EQUIPMENT, PARTS, AND MATERIALS

Line Item	Description	Unit of Measure	Percentage
1	State percentage mark-up above actual cost to contractor for any equipment, parts, and material furnished	Percent Markup	

9. VENDOR RESPONSE

To achieve a uniform review process and to obtain a maximum degree of comparability, the proposal shall *IF SUBMITTING A MANUAL (PAPER) PROPOSAL*, at a minimum include a Table of Contents detailing sections and corresponding page numbers.

1. Proposals may be submitted online via <https://procurement.opengov.com/portal/collincountytx/projects/155119>. 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 ½ x 11) paper and assembled using spiral type bindings, staples, or binder clips. Do not use metal-ring hard cover binders. Manual submittals shall include an electronic copy in a searchable format.

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

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. 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.

1. FIT TO GENERAL AND TECHNICAL REQUIREMENTS

1.1. *How long has your business been a Tridium or Niagara certified business?**

*Response required

1.2. *Please provide a copy of your certification for Tridium or Niagara**

Upload copies here

*Response required

1.3. *Identify any products (software or hardware) that would be considered proprietary**
Maximum response length: 1500 characters

*Response required

1.4. *Provide sample graphics with typical points of the following type of systems**

1. Chiller
2. Cooling Tower
3. Thermal Storage Tanks
4. Boilers
5. Pumps
6. VAV Chilled Water/Heating Hot Water Air Handler
7. Fan Powered VAV boxes
8. Multizone Air Handler
9. Constant Volume Package Units (Heat Pump and Gas/Electric)
10. Split System Units (Heat Pumps and Furnace with Condensing Units)
11. Computer Room Units
12. Exhaust Fans
13. Smoke Purge Fans (and related HVAC equipment interlocked with this system)
14. Make-Up Air Units
15. Dampers
16. Emergency Generator (Status and Fuel level)
17. Hospital Grade Coolers and Freezers

*Response required

1.5. *Project Implementation - "Mapping"**

The County has multiple buildings and within the buildings multiple systems that will be visible within the control system. Describe approach to “mapping” building and control systems from a single user interface.

*Response required

1.6. *Implementation - "Training"**

Describe your training plan for this project

Maximum response length: 2500 characters

*Response required

1.7. *Implementation - "Ongoing"**

Describe your integration/migration plan when systems are updated or upgraded. Describe what policies are implemented to insure the County systems stay operations during integration/migration.

Maximum response length: 5000 characters

*Response required

2. FIRM OVERVIEW

Qualifications of the Firm.

Contractor shall define the overall structure of the Firm to include the following questions under this section.

2.1. *A descriptive background of your company's history.**

*Response required

2.2. *State your principal business location and any other service locations.**

*Response required

2.3. *What is your primary line of business?**

*Response required

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

*Response required

2.5. *Identify any terminated public sector projects.**

Disclose the jurisdiction and explain the termination.

*Response required

2.6. *Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity?**

☐ Yes

☐ No

*Response required

When equals "Yes"

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

*Response required

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

*Response required

3. PROPOSED PROJECT TEAM/STAFF QUALIFICATIONS/ EXPERIENCE/ CREDENTIALS

Qualifications of the assigned team.

Firm shall respond to the following questions regarding qualification of assigned team and staff.

3.1. *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.

*Response required

3.2. *How many employees do you have that are dedicated to project management?**

*Response required

3.3. *How many employees do you have that are dedicated to programming?**

*Response required

3.4. *How many employees do you have that are dedicated to service?**

*Response required

3.5. *How many employees do you have that are dedicated to installation?**

*Response required

4. REFERENCES

The County reserves the right to contact references or clients other than those listed, and to consider any information acquired from all references during the evaluation process.

4.1. *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.

*Response required

4.2. *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

4.3. *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

5. MAINTENANCE, WARRANTY, AND SERVICE LEVEL AGREEMENT RESPONSE REQUIREMENTS

5.1. *Provide a copy of your Service Level Agreement**

The County will review the agreement in evaluation and may ask for changes during negotiations

*Response required

5.2. *Provide hours of operation**

*Response required

5.3. *State response time for a Major Emergency Failure via remote interface**

Please include response time and plan of action/protocol from time of client first notification of emergency to resolution for remote interface

*Response required

5.4. *State response time for a Major Emergency Failure to be onsite**

Please include response time and plan of action/protocol from time of client first notification of emergency to resolution to be onsite

*Response required

6. ADDITIONAL DOCUMENTS FOR SCOPE OF SERVICES

6.1. *Other documents as required*

Please upload other documents as required to show firm meets the County's Detailed Specifications; Service Requirements; and Delivery Requirements as outlined in the Scope of Services but not specifically requested in the Vendor Response Questions above

7. OTHER QUESTIONS/DOCUMENTS

7.1. *Exceptions*

Please download the exception form in attachments, complete, and upload *only* if taking any exceptions to this solicitation.

7.2. *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.

☐ Please confirm

*Response required

7.3. *Contact Information**

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

*Response required

7.4. *Insurance Acknowledgement**

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

☐ Please confirm

*Response required

7.5. *Subcontractors**

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

*Response required

7.6. *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

*Response required

7.7. *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

*Response required

7.8. *Immigration and Reform Act**

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

- ☐ Please confirm

*Response required

7.9. *Disclosure of Certain Relationships**

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

that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.

☐ Please confirm

*Response required

7.10. 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

*Response required

7.11. 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

*Response required

7.12. 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?

*Response required

7.13. 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

*Response required

7.14. Energy Company Boycotts*

Pursuant to Section 2274.002 of the Texas Government Code, should the contract have a value of \$100,000 or more and the company employs 10 or more full-time employees, Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies, and (2) will not boycott energy companies during the term of the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

☐ Please confirm

*Response required

7.15. Firearm Entities and Trade Associations Discrimination*

Pursuant to section 2274.002 of the Texas Government Code, should the contract have a value of \$100,000 or more and the company employs 10 or more full-time employees, Respondent verifies that:

1. It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

☐ Please confirm

*Response required

7.16. Information Regarding Conflict 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: <https://www.ethics.state.tx.us/forms/conflict/>

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.

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

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:

Rick Monk - Facilities Director

Ricky Thomas - Facilities Superintendent

Purchasing:

Michelle Charnoski, NIGP-CPP, CPPB – Purchasing Agent

Marci Chrismon, CPPB – Assistant Purchasing Agent

Susan Hayes - Buyer II

Commissioners Court:

Chris Hill – County Judge

Susan Fletcher – Commissioner Precinct No. 1

Cheryl Williams – Commissioner Precinct No. 2

Darrell Hale – Commissioner Precinct No. 3

Duncan Webb – Commissioner Precinct No. 4

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

*Response required

7.17. *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

7.18. *W-9**

Please upload your W-9 Form

*Response required

7.19. *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

*Response required

Attachment A

Location	Address	Approximate Square Feet	Equipment
Collin County Courthouse	2100 Bloomdale Rd., McKinney, TX 75071	508,970 sq.ft.	Schindler & Honeywell (LonWorks)
Administration Building	2300 Bloomdale Rd., McKinney, TX 75071	94,101 sq.ft.	Johnson Controls Inc. LonWorks (Pending RFP for BACnet Honeywell Distech)
Healthcare Annex (HCA) ¹	825 N. McDonald St., McKinney, TX 75069	46,812 sq.ft.	Carrier CCN
Public Works Service Center ¹	700-A W. Wilmeth Rd., McKinney, TX 75069	21,700 sq. ft.	Carrier CCN
Public Works Red Barn ¹	700-A W. Wilmeth Rd., McKinney, TX 75069	5,000 sq.ft.	Carrier CCN
Medical Examiners	700-B W. Wilmeth Rd., McKinney, TX 75069	9,509 sq.ft.	Carrier CCN
Jail and Sheriff's Office	4300 Community Ave., McKinney, TX 75071	570,000 sq.ft.	Honeywell Distech
Juvenile Detention ²	4700 Community Ave., McKinney, TX 75071	54,908 sq.ft.	Carrier CCN, Distech BACnet
JJAEP	4690 Community Ave., McKinney, TX 75071	47,000 sq.ft.	Distech, Honeywell LonWorks
Central Plant	4600 Community Ave., McKinney, TX 75071	26,564 sq.ft.	Honeywell LonWorks, Johnson Controls Inc. LonWorks, Honeywell BACnet
Minimum Security	4800 Community Ave., McKinney, TX 75071	46,337 sq.ft.	Distech BACnet
Myers Park Landing	7117 County Road 166, McKinney, TX 75070	6,000 sq.ft.	Honeywell LonWorks
Frisco JP / Constable	8585 John Wesley Drive, Frisco, TX 75034	8,200 sq.ft.	Honeywell LonWorks
Plano 900 ¹	900 East Park Blvd., Plano, TX 75074	40,626 sq.ft.	Honeywell LonWorks
Plano 920 ¹	920 East Park Blvd., Plano, TX 75074	27,200 sq.ft.	Honeywell LonWorks
Elections ¹	2010 Redbud Blvd., Ste. 102, McKinney, TX 75071	24,624 sq.ft.	Carrier CCN
Animal Services	4750 Community Ave., McKinney, TX 75071	10,079 sq.ft.	Honeywell BACnet
Lavon Sub Courthouse	1025 S. State Highway 78, Lavon, TX 75166	5621 sq.ft.	Honeywell LonWorks

¹ - Carrier Controls vaccine room coolers and freezer in Healthcare Annex which are Tridium/Niagara

² - Carrier controls in the Original building with Tridium/Niagara in the building addition.

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

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

- (2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

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

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

**Request for Taxpayer
Identification Number and Certification**

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

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-				-			
or											
Employer identification number											
					-						

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person	Date
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General Instructions

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

Future developments. 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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they