

## **Solicitation 2014-364**

# **INDIGENT DEFENSE DESIGN CONSULTANT SERVICES**

**Bid designation: Public**



**Collin County**

## Bid 2014-364

# INDIGENT DEFENSE DESIGN CONSULTANT SERVICES

Bid Number	<b>2014-364</b>
Bid Title	<b>INDIGENT DEFENSE DESIGN CONSULTANT SERVICES</b>
Bid Start Date	<b>In Held</b>
Bid End Date	<b>Nov 20, 2014 2:00:00 PM CST</b>
Question & Answer End Date	<b>Nov 14, 2014 5:00:00 PM CST</b>
Bid Contact	<b>Courtney Wilkerson</b> <b>Senior Buyer</b> <b>Purchasing</b> <b>972-548-4113</b> <b>cwilkerson@co.collin.tx.us</b>
Contract Duration	One Time Purchase
Contract Renewal	<b>Not Applicable</b>
Prices Good for	90 days
Pre-Bid Conference	Nov 11, 2014 1:30:00 PM CST Attendance is optional Location: Location: A pre-proposal conference will be conducted by Collin County on Tuesday, November 11, 2014 at 1:30 p.m. at 2300 Bloomdale Road, 3rd Floor, Suite 3207, McKinney, TX 75071 in the I.T. Conference Room. This is to provide an opportunity for all interested offerors to ask questions. All prospective offerors are requested to have a representative present. It is the offeror's responsibility to review documents to gain a full understanding of the requirements of the RFP. There will be a telephone conference available for the pre-bid meeting, interested offerors may begin calling on 11/11/2014 at 1:15 p.m. CST, by dialing (972) 547-1833.
Standard Disclaimer	<p>***Note to Bidders/Offerors~The following standard disclaimer applies to Invitation to Bid (IFB), Competitive Sealed Proposal (CSP), and Request for Proposal (RFP) ONLY, not applicable to Request for Qualifications (RFQ) or Request for Information (RFI).***</p> <p>Mailing Address:  Collin County Purchasing  2300 Bloomdale Rd., Ste 3160  McKinney, TX 75071</p> <p>Prices bid/proposed shall only be considered if they are provided in the appropriate space(s) on the Collin County bid form(s). For consideration, any additions or deductions to the bid/proposal prices offered must be shown under the exceptions section of the bid/proposal in the case of electronic submittal, ONLY in the case of a hard copy submittal will an additional attachment be allowed. Extraneous numbers, prices, comments, etc. or bidder/offeror generated documents appearing elsewhere on the bid or as an additional attachment shall be deemed to have no effect on the prices offered in the designated locations.</p> <p>All delivery and freight charges (F.O.B. inside delivery at Collin County designated locations) are to be included as part of the bid/quote/proposal price. All components required to render the item complete, installed and operational shall be included in the total bid/quote/proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.</p>
Bid Comments	Collin County's intent of this Request For Proposal (RFP) and resulting contract is to provide offerors with sufficient information to prepare a proposal for a comprehensive analysis of Collin County (and other CUC (Conference of Urban Counties) counties participating in this Scope of Work) current Indigent Defense Business Process and Indigent Attorney Payment Process in order to build efficiencies into these processes.

### Item Response Form

Item	2014-364--01-01 - State your hourly blended rate per section 6.4.
Quantity	1 each

Unit Price 

Delivery Location **Collin County**  
Collin County - See P.O.  
 2300 Bloomdale Rd., Ste. 3160  
 \*\* See P.O. for Job Site \*\*  
 McKinney TX 75071  
 Qty 1

**Description**

State your hourly blended rate per section 6.4.

Item 2014-364--01-02 - **State your total cost for the project per section 6.4.1.**

Quantity 1 each

Unit Price 

Delivery Location **Collin County**  
Collin County - See P.O.  
 2300 Bloomdale Rd., Ste. 3160  
 \*\* See P.O. for Job Site \*\*  
 McKinney TX 75071  
 Qty 1

**Description**

State your total cost for the project per section 6.4.1.

Item 2014-364--01-03 - **State your Not to Exceed Travel Expenses per Section 6.4.2.**

Quantity 1 each

Unit Price 

Delivery Location **Collin County**  
Collin County - See P.O.  
 2300 Bloomdale Rd., Ste. 3160  
 \*\* See P.O. for Job Site \*\*  
 McKinney TX 75071  
 Qty 1

**Description**

State your Not to Exceed Travel Expenses per Section 6.4.2.



## **COLLIN COUNTY, TEXAS TERMS AND CONDITIONS**

### **1.0 GENERAL INSTRUCTIONS**

#### 1.0.1 Definitions

1.0.1.1 Bidder/Quoter/Offeror: refers to submitter.

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

1.0.1.3 Submittal: refers to those documents required to be submitted to Collin County, by a Bidder/Quoter/Offeror.

1.0.1.4 IFB: refers to Invitation For Bid.

1.0.1.5 RFQ: refers to Request For Qualifications

1.0.1.6 RFP: refers to Request For Proposal.

1.0.1.7 RFI: refers to Request For Information.

1.0.1.8 CSP: refers to Competitive Sealed Proposal

1.0.1.9 Quotation: refers to Request for Quotation

1.1 If Bidder/Quoter/Offeror do not wish to submit an offer at this time, please submit a No Bid Form.

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

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

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

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

1.6 It is understood that Collin County, Texas reserves the right to accept or reject any and/or all Bids/Quotes/Proposals/Submittals for any or all products and/or services covered in an Invitation For Bid

(IFB), Request For Qualifications (RFQ), Request For Proposal (RFP), Request For Information (RFI), Competitive Sealed Proposal (CSP), and Quotation, and to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of Collin County.

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

1.8 No oral, telegraphic or telephonic submittals will be accepted. IFB's, RFP's, RFQ's, CSP's, and RFI's, may be submitted in electronic format via **BidSync**.

1.9 All Invitation For Bids (IFB), Request For Proposals (RFP), Request For Qualifications (RFQ), Competitive Sealed Proposals (CSP), and Request For Information (RFI), submitted electronically via **BidSync** shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the IFB, RFP, RFQ, CSP, and/or RFI.

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

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

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

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

1.13.1 Addenda will be transmitted to all that are known to have received a copy of the IFB/RFQ/RFP/RFI/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. **BidSync** at [www.bidsync.com](http://www.bidsync.com), telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Bidder/Quoter/Offeror's receipt of any addenda issued. Bidder/Quoter/Offeror shall acknowledge receipt of all addenda.

1.14 All materials and services shall be subject to Collin County approval.

1.15 Collin County reserves the right to make award in whole or in part as it deems to be in the best interest of the County.

1.16 The Bidder/Quoter/Offeror 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.

1.17 Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.

1.18 Bidders/Quoters/Offerors taking exception to the specifications shall do so at their own risk. By

offering substitutions, Bidder/Quoter/Offeror shall state these exceptions in the section provided in the IFB/RFQ/RFP/CSP/Quotation or by attachment. Exception/substitution, if accepted, must meet or exceed specifications stated therein. Collin County reserves the right to accept or reject any and/or all of the exception(s)/substitution(s) deemed to be in the best interest of the County.

1.19 Minimum Standards for Responsible Prospective Bidders/Quoters/Offerors: A prospective Bidder/Quoter/Offeror must meet the following minimum requirements:

- 1.19.1 have adequate financial resources, or the ability to obtain such resources as required;
- 1.19.2 be able to comply with the required or proposed delivery/completion schedule;
- 1.19.3 have a satisfactory record of performance;
- 1.19.4 have a satisfactory record of integrity and ethics;
- 1.19.5 be otherwise qualified and eligible to receive an award.

Collin County may request documentation and other information sufficient to determine Bidder's/Quoter's/Offeror's ability to meet these minimum standards listed above.

1.20 Vendor shall bear any/all costs associated with its preparation of an RFI/IFB/RFQ/RFP/CSP/Quotation submittal.

1.21 Public Information Act: Collin County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. All information submitted by prospective bidders during the bidding process is subject to release under the Act.

1.22 The Bidder/Quoter/Offeror shall comply with Commissioners' Court Order No. 2004-167-03-11, County Logo Policy.

1.23 Interlocal Agreement: Successful bidder agrees to extend prices and terms to all entities that has entered into or will enter into joint purchasing interlocal cooperation agreements with Collin County.

1.24 Bid Openings: All bids submitted will be read at the county's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should be not construed as a comment on the responsiveness of such bid or as any indication that the county accepts such bid as responsive.

The county will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, Collin County Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The county will notify the successful bidder upon award of the contract and, according to state law; all bids received will be available for inspection at that time.

## 2.0 TERMS OF CONTRACT

2.1 A bid/quote/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 and/or a Change Order.

2.2 No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Amendments and/or Change Orders to the contract will be made in writing by Collin County Purchasing Agent.

2.3 No public official shall have interest in the contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

2.4 The Vendor/Contractor/Provider shall comply with Commissioners' Court Order No. 96-680-10-28,

Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County Employees.

2.5 Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

2.6 Bids/Quotes/Proposals must comply with all federal, state, county and local laws concerning the type (s) of product(s)/service(s)/equipment/project(s) contracted for, and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

2.7 All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture. Obsolete products, including products or any parts not compatible with existing hardware/software configurations will not be accepted.

2.8 Vendor/Contractor/Provider shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all sub-contractors to insure that Collin County maintains a drug-free work place.

2.9 Vendor/Contractor/Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Vendor/Contractor/Provider's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Vendor/Contractor/Provider, or of any agent, employee, subcontractor or supplier of Vendor/Contractor/Provider in the execution of, or performance under, any contract which may result from an award. Vendor/Contractor/Provider shall pay in full any judgment with costs, including attorneys' fees and expenses which are rendered against Collin County and/or participating entities arising out of such breach, act, error, omission and/or fault.

2.10 If a contract, resulting from a Collin County IFB, RFP, RFQ, CSP, Quotation is for the execution of a public work, the following shall apply:

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

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

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

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

2.13 Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents

designated by Collin County.

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

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

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

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

2.17.1 Collin County Purchase Order Number;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.31 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 Bidder/Quoter/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 bid/proposal submission and time of award, the Bidder/Quoter/Offeror will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.

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

2.33 Delays and Extensions of Time when applicable:

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

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

**NOTE:** All other terms and conditions (i.e. Insurance Requirements, Bond Requirements, etc.) shall be stated in the individual IFB/RFQ/RFP/RFI/CSP/Quotation Solicitation documents as Special Terms, Conditions and Specifications.

<b>3.0 INSURANCE REQUIREMENTS</b>
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3.1 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

3.1.1 **Commercial General Liability** insurance including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability.

- Each Occurrence: \$1,000,000
- Personal & Adv Injury: \$1,000,000
- Products/Completed Operation: \$2,000,000
- General Aggregate: \$2,000,000

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

Employers' Liability

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

3.1.3 **Commercial Automobile Liability** insurance including owned, non-owned, and hired vehicles used in connection with the contract.

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

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

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

3.1.5 **Umbrella/Excess Liability** insurance.

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

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

3.2.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be contained on all policies.

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

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

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

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

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

3.3.1 A financial rating of B+VI or better as assigned by the BEST Rating Company or equivalent.

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

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

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

#### **4.0 EVALUATION CRITERIA AND FACTORS**

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

50% Qualifications of Firm (References/Comparable Experience)  
 40% Cost  
 10% Project Proposal

In conducting this evaluation the price will be considered secondary to substantive requirements of excellence but will be a factor in determining the offer that provides the best value and is in the County/Conference of Urban Counties (CUC's) best interest. Collin County/CUC will consider the Offeror's character, responsibility, integrity and quality of performance of previous contracts or services as determined through speaking with references submitted by the Offeror, from historical knowledge, or from other information sources which may come to the attention of the County/CUC. The consultant will be selected on the basis of competence, knowledge, and qualification of the consultant. The consultant will be required to be an expert in providing consulting services to improve the efficiency and effectiveness of criminal justice systems and criminal indigent defense delivery systems.

#### **5.0 SPECIAL CONDITIONS AND SCOPE OF SERVICES**

5.1 Authorization: By order of the Commissioners' Court of Collin County, Texas sealed proposals will be received for **Indigent Defense Design Consultant Services**.

5.2 Intent of Request for Proposal: Collin County's intent of this Request For Proposal (RFP) and resulting contract is to provide offerors with sufficient information to prepare a proposal for a comprehensive analysis of Collin County (and other CUC (Conference of Urban Counties) counties participating in this Scope of Work) current Indigent Defense Business Process and Indigent Attorney Payment Process in order to build efficiencies into these processes.

5.3 Term: Provide for a contract commencing on the date of the award until project is complete.

5.4 Pre-Proposal: A pre-proposal conference will be conducted by Collin County on Tuesday, November 11th at 1:30 p.m. at 2300 Bloomdale Road, 3<sup>rd</sup> Floor, Suite 3207, McKinney, TX 75071 in the I.T. Conference Room. This is to provide an opportunity for all interested offerors to ask questions. All prospective offerors are requested to have a representative present. It is the offeror's responsibility to review documents to gain a full understanding of the requirements of the RFP. There will be a telephone conference available for the pre-bid meeting, interested offerors may begin calling on 11/11/2014 at 1:15 p.m. CST, by dialing (972) 547-1833.

5.5 Funding: Funds for payment have been provided through the Collin County budget approved by the Commissioners' Court for this fiscal year only. State of Texas statutes prohibit the County from any obligation of public funds beyond the fiscal year

for which a budget has been approved. Therefore, anticipated orders or other obligations that arise past the end of the current Collin County fiscal year shall be subject to budget approval.

5.6 Price Reduction: If during the life of the contract, the contractor's net prices to other customers under the same terms and conditions for items/services awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Collin County.

5.7 Delivery/Completion Time: Contractor shall place product(s) and/or complete services at the County's designated location in accordance with the proposal schedule, provided in the project plan.

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

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

5.10 Background Check: A background check will be required for all staff that will be accessing secured Collin County Systems whether onsite or off-site, Background check will be performed by Collin County.

#### 5.11 **INDIGENT DEFENSE DESIGN CONSULTANT SERVICES**

The purpose of this RFP is to solicit offers to conduct a comprehensive analysis of Collin County (and other CUC (Conference of Urban Counties) counties participating in this Scope of Work) current Indigent Defense Business Process and Indigent Attorney Payment Process in order to build efficiencies into these processes. This analysis will result in changes in the business process and identification of changes to the Odyssey Courts and Justice System (Tyler Technologies) in use throughout the County/CUC which are necessary to administer indigent defense processes consistent with the requirement of county indigent defense plans and state law. Collin County/CUC seeks to streamline, provide innovation, improve our current systems and processes by automating manual processes, making Odyssey system improvements, and realizing cost efficiencies through the analysis and design effort of this RFP. These activities will help the participating counties more effectively manage our systems and are key to ensuring full compliance to the Texas Fair Defense Act.

RFP respondents must have substantial prior experience in analyzing, creating, maintaining, and managing new indigent defense procedures for a local jurisdiction or county in the State of Texas. The understanding of Texas Indigent Defense laws and statutes must be demonstrated.

Respondents must have verifiable senior-level analytical and statute-oriented experience in the area of indigent defense delivery systems in the State of Texas, including identifying technology requirement to effectively implement requirement defined in state statutes.

## 5.12 SCOPE OF WORK

The respondents to this RFP will work in conjunction with Tyler Technologies personnel in analyzing the impact of any process improvements and changes to the current Odyssey Courts and Justice systems. After the analysis is complete, participating counties will seek to have needed software changes implemented in order to improve the Indigent Defense process from the time a defendant is booked into the Collin County/CUC jail to the time the defendant's case is disposed. The scope of this Request for Proposal does not include actual programming of software changes by either the consultant or Tyler Technologies. The respondent will participate in the review of Business and Technical Designs submitted by Tyler Technologies for inclusion as changes in Tyler's Odyssey software product. Following analysis and assessment activities, the respondent consultant will work with Collin County/CUC to support the implementation of policy, organizational, and process changes. New technologies will be introduced to streamline the Indigent Process flow that may include mobile device use for attorneys to submit paysheets, public kiosks in the County Courthouse to allow attorneys to submit paysheets, web portals that could be used for paysheet submission (as well as updating the attorney's contact information, caseload reporting and CLE hours), and mobile devices used by judges to approve paysheets. These are options that could be pursued when the analysis and planning phase of the project is complete.

The Consultant will be required to work with the project team and Tyler Technologies to provide the Indigent Defense expertise and the knowledge of required indigent legislation. The Consultant will complete an Indigent business assessment for the new process that is compliant with legislation and complete a requirement document working with Tyler Technologies. The result of the requirement document will include a list of the Odyssey modifications and work with Tyler Technology to receive an estimated cost for development. The assessment and requirement documents will be submitted back to the Texas Indigent Defense Commission (TIDC) for review and funding approval for Odyssey modifications & development. The consultant's responsibilities end when the TIDC reviews and approves funding for the Odyssey modifications and development.

## 5.13 ANALYSIS REQUIREMENTS

### **Indigent Defense Business Process Analysis:**

5.13.1 The respondents to this RFP must complete the analysis of the following current Indigent Defense Business Processes and, at the end of the analysis, provide revised documented processes that would incorporate all new efficiencies discovered during the analysis. Current Business Processes needing in-depth analysis are (but not limited to):

- 5.13.1.1 Attorney Approval for Indigent Qualification on the Attorney Wheel
- 5.13.1.2 Arraignment Process (Texas Statutes - Article 15.17)
- 5.13.1.3 Attorney Appointment for Defendants
- 5.13.1.4 Mental Health Attorney Appointments (Civil Practice and Remedies Code, Sec. 16.022)
- 5.13.1.5 Attorney Appointment for Juvenile Respondents
- 5.13.1.6 Post Magistration Appointment Process (including Walk-in Requests for Indigent Attorney)
- 5.13.1.7 FOD (File Opening Document) Process for Indigent Defense
- 5.13.1.8 Attorney Appointments in the Courtroom
- 5.13.1.9 Attorney Indigent Qualification – Annual Renewal
- 5.13.1.10 Identification and Use of the Current 6 Attorney Wheels in Odyssey
- 5.13.1.11 Identification of all current tracking methods and documents used by Indigent Defense, courts, auditor, and attorneys regarding indigent defense

If additional processes in use by the County/CUC are discovered during this phase, the respondent will also complete an analysis for the newly discovered process. A change amendment to the contract will be made to accommodate any changes in the project scope.

All current processes will be documented by the vendor. Collin County/CUC maintains most of their process documentation in Microsoft Visio software. The respondent is encouraged to have working knowledge of MS Visio.

#### 5.14 **REPORTING ANALYSIS**

5.14.1 The analysis performed must include the identification of new recommended reports to be developed by Tyler Technologies that will support all process improvements. The reports listed below not currently available today, and have been identified as being required by the Indigent Defense staff. The following list includes (but is not limited to):

- 5.14.1.1 Attorney Appointment Report
- 5.14.1.2 Attorney Assignments Report – (Pulls all charges/cases for a specific appointed attorney)
- 5.14.1.3 Attorney Contact Information Report (Attorney personal contact information)
- 5.14.1.4 Mental Defendant Z Report
- 5.14.1.5 Mental Defendant COC Report
- 5.14.1.6 Daily FOD (File Opening Document) Report
- 5.14.1.7 Arraignment Report
- 5.14.1.8 In accordance with TIDC reporting requirements, the Public Defender/Attorney Manager product center would need to produce a list of each case closed by that office including the case number, Court, date appointed, and the attorney handling the case. Unfiled cases would list Jail Magistrate as the

Court. This functionality would need to extend to appeals, child support cases, and juveniles in addition to criminal cases.

5.14.1.9 Attorney Request Flag Report - This report would be scheduled and could run either as a spreadsheet or in List Manager. It would use the Attorney Requested fields in the Jail Product Center.

5.14.10 Inmates Without Attorneys Report - this report would allow the user to define time periods (1 day, 10 days, 30 days, etc.) for which an inmate is incarcerated without attorney representation. Ideally, this could also be run in List Manager and integrated into a workflow.

5.14.11 Co-Defendant Flag Report – Co-defendant information is important to know in a variety of departments. Any modifications to various Product Centers that would be required to track and report on co-defendants would be helpful.

5.14.12 Attorney Visitation Log Report – Attorney visitations at the Jail or video visitations would be logged and integrated into the various workflows and made available to the various departments, including the Auditors for verification of visits.

If additional reporting in use by the County/CUC is discovered during this phase, the respondent will also complete an analysis for the newly discovered reports. A change amendment to the contract will be made to accommodate any changes in the project scope.

## 5.15 ATTORNEY PAY SHEET ANALYSIS

As part of the current Indigent Defense process, attorney pay sheets are manually submitted, approved, and paid. After thorough analysis of the current attorney pay sheet payment processes (Collin County/CUC), a paperless attorney pay sheet process will be designed and implemented for inclusion in the Odyssey software product. This Odyssey system modification would allow for attorneys to request payments using a new online pay sheet submission and approval process. The respondent to this RFP will analyze and design this process with Tyler Technologies. Tyler Technologies will create and implement the solution.

If additional Attorney Pay Sheet related processes in use by the County/CUC are discovered during this phase, the respondent will also complete an analysis for the newly discovered process.

All processes will be documented by the vendor. Collin County/CUC maintains most of their process documentation in Microsoft Visio software. The respondent is encouraged to have working knowledge of MS Visio.

Respondent must have working knowledge of Texas Indigent Defense Commission (TIDC) Formula Grant guideline and grant reporting.

Respondent must have working knowledge of Uniform Grant Management

Standards (UGMS).

Respondent must have working knowledge of the Fair Defense Act.

The respondent must complete a documented analysis of compliance/non-compliance with all guidelines and requirements of the TIDC grant.

## 5.16 **PROJECT OBJECTIVES**

5.16.1 Improve tracking of statute-required indigent defense timelines through time stamping and enhanced reports.

5.16.1.1 Bring all arrestees before a magistrate within 48 hours of arrest to conduct Article 15.17 magistration hearing.

5.16.1.2 Appoint defense counsel by close of business on the first working day after receiving request.

5.16.1.3 Appoint attorneys through fair, neutral, and non-discriminatory attorney appointment process (Appointment of next qualified attorney on the first working day after receiving the request.

5.16.1.4 Initial contact made between attorney and defendant one working day after appointment.

5.16.1.5 Attorney interview of client as soon as is practicable after appointment.

5.16.2 Improve felony appointment timeliness from 82.3% to 90% at implementation.

5.16.3 Improve juvenile appointment timeliness from 76% to 90% at implementation.

5.16.4 Reduce administrative time for staff involved in the appointment and/or payment process.

5.16.4.1 Automate notification for all attorney appointments.

5.16.4.2 Automate attorney CLE reporting and record keeping.

5.16.4.3 Automate attorney case load and case status reporting.

5.16.4.4 Reduce judicial approval of payment voucher to 48 hours following attorney submission.

5.16.4.5 Reduce auditor's staff voucher coding time and number of vouchers returned by 50%.

5.16.5 Recommendations to Collin County/CUC judges for the handling of Indigent Defense cases for other jurisdictions inside and outside of Collin County/CUC.

5.16.6 Other bail conditions that cost money (Emergency Protective Orders, family violence related items) that can have an immediate, direct impact on a person's ability to pay should be tracked in Odyssey so that these costs can be taken into consideration when determining indigency.

5.16.7 Easier merging of data from Odyssey for document production, including but not limited to ID affidavits, Orders appointing attorneys, personal bonds, bail conditions, etc.

5.16.8 Ability to easily note that attorney request was denied with time of denial.

- 5.16.9 Ability to note in county requests for out of county charges, with ability to note follow up information regarding response of charging county.
- 5.16.10 Ability to note receipt of requests for attorneys made in arresting county for charges pending in county even though defendant is not currently in county.
- 5.16.11 Flag showing that attorney is already appointed/hired on any pending case(s).
- 5.16.12 Quick identification of any attorney already appointed/hired on any pending case(s).
- 5.16.13 Self-generating notice to appointed attorney upon completion of application and appointment of attorney.
- 5.16.14 E-mail capability to transmit notice to appointed attorney upon completion of application and appointment of attorney.
- 5.16.15 Indicate current status of appointment request and attorney assigned on booking summary page.
- 5.16.16 Provide an “attorney contact” tab to track jail contacts between attorneys and clients.
- 5.16.17 Dedicated Magistrate Module providing adequate storage for magistrate generated documents with ability to share with other agencies/courts.
- 5.16.18 Ability to store and share offense information with non-Odyssey users. Example of problem to be addressed: We deal with all classes of offenses including class c offenses, both on site, typically PI and class c thefts, and warrants. We are responsible to see that the arresting information including PC affidavits and complaints are delivered to the appropriate class c trial courts. These courts are our JPs (4) and approximately 7 Municipal Courts. We rely on inter-office mail for the JPs, relatively quick, but have to rely on US mail for the municipal courts. We are looking into scanning and delivering documents by e-mail. An attempt to attach documents in Odyssey to an e-mail has not been successful. If such is available, we need to know how. If not available, then this asset would be helpful. Also, need to assure a secure electronic delivery system. With such a delivery system we would meet the time constraints of Article 17.151 (4).
- 5.16.19 Establishment of “dumb” computer terminals, similar to those used by blood banks, in the jail by which inmates can make know his/her request for an appointed attorney and with which he/she can provide financial information in support of attorney requests applications.
- 5.16.20 Mandatory prompt to put time and date attorney is appointed into Odyssey.
- 5.16.21 If a defendant has multiple charges for a case which they are requesting an attorney appointment, and the client has multiple cases when an appointment is made, then all cases for that client are assigned to the attorney. In Odyssey, this appointment of all cases to an attorney should result in only ‘one’ appointment on the jury wheel, ensuring that the attorney will be eligible sooner on the attorney wheel after this ‘one’ appointment. In Odyssey today, when an attorney is assigned multiple cases for one client, the attorney is positioned at the bottom of the attorney wheel and stays there for a longer period of time based on ‘multiple’

appointments. Odyssey should view multiple case assignments as only 'one' appointment for that attorney.

5.16.22 Eligibility information should be accessible through the Party record in Odyssey. This refers to the defendant's eligibility for court-appointed counsel in cases where defendants are re-arrested within a short period of time after having previously qualified for court-appointed counsel. We would like to be able to see that information without having to bring up their previous jailing. Eligibility should follow the person, not the jailing.

5.16.23 Establishing eligibility - The eligibility timeframe should be configurable.

5.16.24 Integration with third party systems would allow a clearer picture of the individual's financial status (El Paso County). Integrations to include are:

5.16.24.1 CMCS (Center for Medicaid and CHIP Services)

5.16.24.2 IRS

5.16.24.3 Appraisal Districts (home ownership)

5.16.24.4 Vehicle Information (Department of Motor Vehicles)

5.16.25 Attorney Visitation information should also be available at the Party Level.

5.16.26 Attorney visitation should include not only visitations, but attempts to visit.

5.16.27 Reasons for a failed attempt to visit should be configurable.

5.16.28 Attorney visitation information should be readily accessible in any product center.

5.16.29 Public Defender functionality within Attorney Manager - should be able to record visitation/attempted visitation information in Attorney Manager or Jail personnel should be able to record that information in the Jail and have it be accessible in a central location.

5.16.30 For the private bar, there should be a manner in which they could record their visits/attempted visits, such as a web portal or a kiosk within the jail.

5.16.31 Attorney Self-Service Functionality should be available in order for attorneys (Public Defender or Private) to submit information that needs to be tracked within Odyssey (e.g. Eligibility Requirements, Statistics, Availability, etc.).

5.16.32 The current status of any application for an attorney should be immediately visible across the system. There should be visual cues (similar to the W-Warrant, J-Jailing graphics) to indicate a person who is either awaiting an attorney, who has not yet applied for one, not yet been visited, etc.

5.16.33 All reporting and work lists should be available through List Manager and/or Automated Workflows. In order to eliminate or reduce the manual paper processes, users should be able to submit attorney requests, notifications, visitation information, and payment vouchers in an entirely paperless environment.

5.16.34 Depending on the case type, users should be able to scan and manage information in the Jail record or in the Pre-filed case record. Timed events with deadlines (or the respective workflows that would respect pre-determined

deadlines) should be available in the Jail, Case Manager, and Attorney Manager Product Centers.

5.16.35 Attorney Assignment Wheels should allow more visibility in terms of attorney activity on pending cases for the defendant in question. In other words, it should allow the user to assign additional cases to a defendant within the wheel assignment screen without affecting the assignment ratios. This would only be in cases where the wheel is being utilized and another case is identified for the same defendant. Currently, the user is required to exit and assign ad-hoc.

5.16.36 Attorney Assignment Wheels should also allow the user to consolidate all charges for a defendant under a single attorney without further affecting that attorney's assignment ratios within the wheel. Currently, if a single attorney is selected multiple times for multiple charges on a single defendant, the wheel is updated on each of those assignments.

5.16.37 Attorney completes voucher electronically via Odyssey – this would require further development of attorney self-service functionality. Web-based communication from the private bar as well as Public Defenders' offices, where applicable, would be necessary.

5.16.38 Electronic Attorney Payment Workflow

5.16.39 For clients using OFM, the vouchers could be processed using that route; however, El Paso will be using Tyler Munis for all financial transactions, which would necessitate the expansion of the workflow into the Munis space. In any case, the workflow should be expanded into whichever financial system the client is using and should be configurable.

5.16.40 Create EVENTS tab in Jail Manager for Eligibility Officers, COJ personal and Court Coordinators to have access to scan documents into cases with only a warrant number and not a PFILE number.

5.16.41 In Case Manager, create an option under the Parties tab to DEACTIVATE attorney of record.

5.16.42 ELECTRONIC NOTIFICATION OF APPOINTED ATTORNEY – this would allow for e-mail or other notification of an appointed attorney. Ideally, it would allow for SMS text, Email, EFax, etc.

5.16.43 ODYSSEY PORTAL – Attorney self-service via web-based interface into Odyssey workflows would initiate the payment workflow.

5.16.43.1 INPUT ATTORNEY VERIFICATION FORM

5.16.43.2 SUBMISSION OF ATTORNEY VOUCHERS

5.16.44 ELECTRONIC NOTIFICATION OF COURT HEARINGS TO ATTORNEYS – as noted above, multiple notification types would be desirable

5.16.45 E-SIGNATURE POSSIBILITIES – E-Signatures in the various configurable workflows would be necessary in order to affix actual signatures on documents in addition to the electronic forwarding of the information to the next appropriate party.

5.16.46 TRACKING OF APPLICATION STATUS IN JAIL MANAGER – from the time an inmate requests an attorney, it would be helpful to know if the inmate's application is being screened, has been accepted or rejected, if the attorney has been appointed, etc.

5.16.47 Ability to track in Odyssey information submitted by appointed attorneys each fiscal year under Texas House Bill 1318 that describes the percentage of the attorney's practice time that was dedicated to work based on appointments accepted in the county.

#### 5.17 **ACTIONS TO BE UNDERTAKEN AFTER INITIAL ANALYSIS IS COMPLETE**

After all current processes are documented and reviewed; new or modified processes will then be designed to enhance the Indigent Defense Process, both for the Tyler Odyssey software product, and internal business processes for all affected County/CUC departments. The respondent and Tyler will work together to document the business process changes along with modifications/enhancements to the Tyler Odyssey software product.

### **6.0 PROPOSAL FORMAT**

6.1 The proposal shall, at a minimum, include a Table of Contents detailing sections and corresponding page numbers, and shall be printed on letter-size (8 1/2"x 11") paper and if submitting manually, assembled with spiral-type bindings or staples. **DO NOT USE METAL-RING HARD COVER BINDERS.**

#### 6.1.1 FIRM OVERVIEW

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

- 6.1.1.1 A descriptive background of your company's history.
- 6.1.1.2 State your principal business location and any other service locations.
- 6.1.1.3 What is your primary line of business?
- 6.1.1.4 How long have you been selling product(s) and/or providing service(s)?
- 6.1.1.5 State how many and the locations where your product/services are in use.

#### 6.2 **REFERENCES**

Offerors shall provide the names of at least three (3) different references. References shall include the company or entity name, address, contact name, dates of service, detailed description of the project and services provided, the year the project was executed, and telephone number for each reference. The contact name shall be the name of a senior representative of the company or entity who was directly responsible for interacting with the Offeror throughout the performance of the project and who can address questions about the performance of the Offeror from personal experience. Each reference shall meet the following criteria:

- 6.2.1 The company or entity shall have engaged the Offeror for the same

or similar services as those to be provided per the terms of the RFP;

6.2.2 The services shall have been provided by the Offeror to the referenced company or entity within the five years preceding the issuance of Collin County’s RFP

6.2.3 The company or entity shall not be affiliated with the Offeror in any ownership or joint venture arrangement.

**6.3 QUALIFICATIONS**

6.3.1. Qualifications for this RFP are discussed in Section 5.11. Please describe your qualifications.

**6.4 PRICING/FEES**

6.4.1 State your total amount of hours and blended hourly rate arriving at a total cost using the table below.

<b>Total Amount of Hours</b>	<b>Blended Hourly Rate</b>	<b>Total Cost</b>
X Amount of Hours	\$A per hour	\$A Total Cost

6.4.2 State your Not to Exceed Travel Expenses.

**6.5 EXCEPTIONS**

6.5.1 Please complete the following worksheet listing any and all exceptions from the information requested in the RFP. Attach additional pages as needed. If no deviations are listed it is understood that the Contractor has agreed to all requirements as listed in the RFP.

<b>Section Number/ Question Number</b>	<b>Required Service Offeror is Unable to Perform</b>	<b>Steps Taken to Meet Requirement</b>

**SIGNATURE FORM  
COLLIN COUNTY, TEXAS**

---

DELIVERY WILL BE F.O.B. INSIDE DELIVERY AT COLLIN COUNTY DESIGNATED LOCATIONS AND ALL TRANSPORTATION CHARGES PAID BY THE SUPPLIER TO DESTINATION.

DELIVERY TO BE SPECIFIED IN CALENDAR DAYS FROM DATE OF ORDER.

WE **DO NOT** TAKE EXCEPTION TO THE BID SPECIFICATIONS.

WE **TAKE** EXCEPTION TO THE BID SPECIFICATIONS (EXPLAIN):

5

6

**COMPANY INFORMATION/PROFILE/REFERENCES**

Preferential Requirement: The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A). Bidder shall make answer to the following questions by selecting the appropriate radio button or inserting information in the box provided:

Is your principal place of business in the State of Texas?  Yes  No

If the answer to question is "yes", no further information is necessary; if "no", please indicate:

in which state is your principal place of business is located:

if that state favors resident bidders (bidders in your state) by some dollar increment or percentage:  Yes  No

if "yes", what is that dollar increment or percentage?

**Company Profile: IS YOUR FIRM?**

Sole Proprietorship  Yes  No

General Partnership  Yes  No

Limited Partnership  Yes  No

Corporation  Yes  No

Other   Yes  No

List Legal Names in Company:

**List at least three (3) companies or governmental agencies where these same/like products/services, as stated herein, have been provided. Include company name, address, contact name and telephone number.**

AS PERMITTED UNDER TITLE 8, CHAPTER 271, SUBCHAPTER F, SECTION 271.101 AND 271.102 V.T.C.A. AND TITLE 7, CHAPTER 791, SUBCHAPTER C, SECTION 791.025, V.T.C.A., OTHER LOCAL GOVERNMENTAL ENTITIES MAY WISH TO ALSO PARTICIPATE UNDER THE SAME TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT. EACH ENTITY WISHING TO PARTICIPATE MUST ENTER INTO AN INTERLOCAL AGREEMENT WITH COLLIN COUNTY AND HAVE PRIOR AUTHORIZATION FROM VENDOR. IF SUCH PARTICIPATION IS AUTHORIZED, ALL PURCHASE ORDERS WILL BE ISSUED DIRECTLY FROM AND SHIPPED DIRECTLY TO THE LOCAL GOVERNMENTAL ENTITY REQUIRING SUPPLIES/SERVICES. COLLIN COUNTY SHALL NOT BE HELD RESPONSIBLE FOR ANY ORDERS PLACED, DELIVERIES MADE OR PAYMENT FOR SUPPLIES/SERVICES ORDERED BY THESE ENTITIES. EACH ENTITY RESERVES THE RIGHT TO DETERMINE THEIR PARTICIPATION IN THIS CONTRACT. WOULD BIDDER BE WILLING TO ALLOW OTHER LOCAL GOVERNMENTAL ENTITIES TO PARTICIPATE IN THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS?  Yes  No

By signing and submitting this Bid/Proposal, Bidder/Offeror acknowledges, understands the specifications, any and all addenda, and agrees to the bid/proposal terms and conditions and can provide the minimum requirements stated herein. Bidder/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 Bid/Proposal submittal resulting from Bidder/Offeror's failure to do so. Bidder/Offeror acknowledges the prices submitted in this Bid/Proposal have been carefully reviewed and are submitted as correct and final. If Bid/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 Invitation for Bid/Request for Proposal.

THE UNDERSIGNED HEREBY CERTIFIES THE FOREGOING BID/PROPOSAL SUBMITTED BY THE COMPANY LISTED BELOW HEREINAFTER CALLED "BIDDER/OFFEROR" IS THE DULY AUTHORIZED AGENT OF SAID COMPANY AND THE PERSON SIGNING SAID BID/PROPOSAL HAS BEEN DULY AUTHORIZED TO EXECUTE SAME. BIDDER/OFFEROR AFFIRMS THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT; THIS COMPANY; CORPORATION, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS BID/PROPOSAL IN COLLUSION WITH ANY OTHER BIDDER/OFFEROR OR OTHER PERSON OR PERSONS ENGAGED IN THE SAME LINE OF BUSINESS; AND THAT THE CONTENTS OF THIS BID/PROPOSAL AS TO PRICES, TERMS AND CONDITIONS OF SAID BID/PROPOSAL HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS BID/PROPOSAL.

Company Name	<input type="text"/>
Street Address of Principal Place of Business	<input type="text"/>
City, State, Zip	<input type="text"/>

Phone of Principal Place of Business	<input type="text"/>
Fax of Principal Place of Business	<input type="text"/>
E-mail Address of Representative	<input type="text"/>
Federal Identification Number	<input type="text"/>
Date	<input type="text"/>
Acknowledgement of Addenda	#1 <input type="checkbox"/> #2 <input type="checkbox"/> #3 <input type="checkbox"/> #4 <input type="checkbox"/> #5 <input type="checkbox"/> #6 <input type="checkbox"/>
Authorized Representative Name	<input type="text"/>
Authorized Representative Title	<input type="text"/>
Signature (Required for paper bid submission)	<input type="text"/>

AFFIDAVIT OF COMPLIANCE

I, the undersigned, 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.

Name of Company

Title of Officer

Name of Officer

Date:

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>	<b>FORM CIQ</b>
<b>For vendor or other person doing business with local governmental entity</b>	
<p style="text-align: center;"><b>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</b></p> <p style="text-align: center;">This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<p><b>OFFICE USE ONLY</b></p> <hr/> <p>Date Received</p>
<p><b>1. Name of person who has a business relationship with local governmental entity.</b></p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
<p><b>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</b></p> <p>(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 the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p><b>3. Name of local government officer with whom filer has employment or business relationship.</b></p> <div style="border: 1px solid black; height: 20px; width: 100%; text-align: center; margin: 10px 0;"> <p><b>Name of Officer</b></p> </div> <p>This section (item 3 including subparts A, B, C &amp; D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="text-align: center;"><input type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p> <div style="border: 1px solid black; height: 40px; width: 100%; margin-top: 10px;"></div>	





4.

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

In order to better serve our bidders, the Collin County Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Please take a moment to complete the below. Should you have any questions or require more information please call (972) 548-4165.

HOW DID YOU RECEIVE NOTICE OF THIS REQUEST FOR BID OR PROPOSALS?

McKinney Courier-Gazette?  Yes  No

Plan Room?  Yes  No

Collin County Web-Site?  Yes  No

Facsimile or email from BidSync?  Yes  No

Other

HOW DID YOU RECEIVE THE BID DOCUMENTS?

Downloaded from Home Computer?  Yes  No

Downloaded from Company Computer?  Yes  No

Requested a Copy from Collin County?  Yes  No

Other

Thank You,

Collin County Purchasing Department



## Question and Answers for Bid #2014-364 - INDIGENT DEFENSE DESIGN CONSULTANT SERVICES

### OVERALL BID QUESTIONS

**There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.**