



Collin County Purchasing

2019-208

Transportation of Election Equipment

Issue Date: 6/11/2019

Questions Deadline: 6/27/2019 12:00 PM (CT)

Response Deadline: 7/11/2019 02:00 PM (CT)

Collin County Purchasing

Contact Information

Contact: Gina Zimmer

Address: 2300 Bloomdale Rd.

Ste. 3160

Purchasing

Admin. Building

Ste.3160

McKinney, TX 75071

Phone: (972) 548-4119

Fax: (972) 548-4694

Email: gzimmer@collincountytx.gov

Event Information

Number: 2019-208
Title: Transportation of Election Equipment
Type: Request for Proposal - Other
Issue Date: 6/11/2019
Question Deadline: 6/27/2019 12:00 PM (CT)
Response Deadline: 7/11/2019 02:00 PM (CT)
Notes: Please login to view documents. 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 complete turnkey service for the Transport (pickup and delivery, pickup and return services) of the Election Equipment. The Election Equipment will be picked up and delivered to various voting sites throughout the Collin County area and returned to the Collin County Elections Department, 2010 Redbud Boulevard, Suite 102, McKinney, TX 75069.

Ship To Information

Address: See Purchase Order
McKinney, TX 75071

Billing Information

Contact: Accounts Payable
Address: 2300 Bloomdale Rd
Ste. 3100
Auditor
Jack Hatchell Admin. Bldg
Ste. 3100
McKinney, TX 75071
Phone: 1 (972) 548-4733
Email: accountspayable@co.collin.tx.us

Bid Activities

Pre-Proposal Meeting

6/21/2019 3:00:00 PM (CT)

Pre-Proposal: A pre-proposal conference will be held Friday, June 21, 2019 at 3:00 p.m. at 2010 Redbud Boulevard, Suite 102, McKinney, TX 75069. All prospective proposers are requested to have a representative present. It is the proposer's responsibility to review the site and documents to gain a full understanding of the requirements of the RFP.

Intent to Submit Proposal

6/25/2019 5:00:00 PM (CT)

Do you intend to submit a proposal?

Bid Attachments

General_Instructions_Proposals.docx

[View Online](#)

General Instructions Proposals

Terms_of_Contract_Proposals - 5-20-19.docx

[View Online](#)

Terms of Contract - Proposals

Insurance.doc

[View Online](#)

Insurance

4.0 Evaluation Criteria and Factors.6.docx

[View Online](#)

Special Conditions and Specifications

Attachment A - Requirements 2019-208.6.xlsx	View Online
Attachment A - Requirements	
Illustration 1 and 2.docx	View Online
Illustration 1 and 2	
Illustration 3.pdf	View Online
Illustration 3	
Exhibit A - (Example) Early Voting Calendar Nov. 6 2018.docx	View Online
Exhibit A - (Example) Early Voting Calendar	
Exhibit B - (Example) Election Day Vote Centers Nov. 6 2018.pdf	View Online
Exhibit B - (Example) Election Day Vote Centers	
Payment Bond.pdf	View Online
Payment Bond	
Performance Bond.pdf	View Online
Performance Bond	
HB23 - CIQ - Pur.docx	View Online
Information Regarding Conflict of Interest Questionnaire	
CIQ_113015.pdf	View Online
Conflict of Interest Questionnaire	
W9_2014.pdf	View Online
W-9	

Requested Attachments

- Proposal/Response to Section 6.0**
(Attachment required)
- Attachment A - Requirements Response**
(Attachment required)
- Detailed Response to Requirements**
(Attachment required)
 - Per Requirements 5.22.18.1
- W-9**
(Attachment required)
- Conflict of Interest Questionnaire**

Bid Attributes

1	<div>eBid Notice</div> <div>Collin County exclusively uses IonWave Technologies, Inc. (Collin County eBid) for the notification and dissemination of all solicitations. The receipt of solicitations through any other means may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid/proposal non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other means. Please initial.</div> <div> <div></div> <div></div> <div></div> </div> <div><i>(Required: Maximum 1000 characters allowed)</i></div>
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2 Contact Information

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

(Required: Maximum 4000 characters allowed)

3 Delivery

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

(Required: Maximum 1000 characters allowed)

4 Exceptions

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

☐ Yes ☐ No

(Required: Check only one)

5 Insurance Acknowledgement

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

(Required: Maximum 1000 characters allowed)

6 Bonding Requirement Acknowledgement

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

(Required: Maximum 1000 characters allowed)

7 Subcontractors

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

(Required: Maximum 4000 characters allowed)

8 Reference No. 1

List a company or governmental agency where these same/like products /services, as stated herein, have been provided. Texas references preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.

(Required: Maximum 4000 characters allowed)

9 Reference No. 2

List a company or governmental agency where these same/like products /services, as stated herein, have been provided. Texas references preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.

(Required: Maximum 4000 characters allowed)

10 Reference No. 3

List a company or governmental agency where these same/like products /services, as stated herein, have been provided. Texas references preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.

(Required: Maximum 4000 characters allowed)

1
1**Cooperative Contracts**

As permitted under Title 8, Chapter 271, Subchapter F, Section 271.101 and 271.102 V.T.C.A. and Title 7, Chapter 791, Subchapter C, Section 791.025, V.T.C.A., other local governmental entities may wish to also participate under the same terms and conditions contained in this contract. Each entity wishing to participate must enter into an inter-local agreement with Collin County and have prior authorization from vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the local governmental entity requiring supplies/services. Collin County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract. Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded, under the same terms and conditions?

☐ Yes ☐ No

(Required: Check only one)

1
2**Preferential Treatment**

The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A). 1. Is your principal place of business in the State of Texas? 2. If your principal place of business is not in Texas, in which State is your principal place of business? 3. If your principal place of business is not in Texas, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage? 4. If your state favors resident bidders, state by what dollar amount or percentage.

(Required: Maximum 4000 characters allowed)

1
3**Debarment Certification**

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

(Required: Maximum 1000 characters allowed)

1
4**Immigration and Reform Act**

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

(Required: Maximum 1000 characters allowed)

15 Disclosure of Certain Relationships

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

(Required: Maximum 1000 characters allowed)

16 Anti-Collusion Statement

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

(Required: Maximum 1000 characters allowed)

17 Disclosure of Interested Parties

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

(Required: Maximum 1000 characters allowed)

18 Notification Survey

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

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

(Required: Check only one)

1
9**Proposer Acknowledgement**

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

(Required: Maximum 1000 characters allowed)

2
0**Cooperative Contract Name**

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

(Required: Maximum 4000 characters allowed)

2
1**Cooperative Contract Number**

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

(Required: Maximum 4000 characters allowed)

2
2**Cooperative Contract Website**

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

(Required: Maximum 1000 characters allowed)

Bid Lines

1	ELECTION EARLY VOTING - (See Attachment A - Requirements 5.22.2) Include complete turnkey pricing for pickup and delivery to maximum number of 65 voting site location/stops, and pickup and delivery back to the Collin County Elections Department. 65 is the approximate maximum number of voting site location/stops. <i>(Response required)</i>
Quantity: <u> 1 </u> UOM: <u> lump sum </u> Price: \$ Total: \$	
Item Notes: Price lump sum, roundtrip, not per location/stop.	
Supplier Notes: _____ _____	
<div style="border: 1px solid black; padding: 5px; background-color: #f0f0f0;"> <input type="checkbox"/> No bid <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i> </div>	

2	ELECTION DAY VOTING - (See Attachment A - Requirements 5.22.3) Include complete turnkey pricing for pickup and delivery to maximum number of 100 voting site location/stops, and pickup and delivery back to the Collin County Elections Department. 100 is the approximate maximum number of voting site location/stops. <i>(Response required)</i>
Quantity: <u> 1 </u> UOM: <u> lump sum </u> Price: \$ Total: \$	
Item Notes: Price lump sum, roundtrip, not per location/stop.	
Supplier Notes: _____ _____	
<div style="border: 1px solid black; padding: 5px; background-color: #f0f0f0;"> <input type="checkbox"/> No bid <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i> </div>	

3	RUN-OFF ELECTION EARLY VOTING - (See Attachment A - Requirements 5.22.4) Include complete turnkey pricing for pickup and delivery to maximum number of 65 voting site location/stops, and pickup and delivery back to the Collin County Elections Department. 65 is the approximate maximum number of voting site location/stops. <i>(Response required)</i>
Quantity: <u> 1 </u> UOM: <u> lump sum </u> Price: \$ Total: \$	
Item Notes: Price lump sum, roundtrip, not per location/stop.	
Supplier Notes: _____ _____	
<div style="border: 1px solid black; padding: 5px; background-color: #f0f0f0;"> <input type="checkbox"/> No bid <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i> </div>	

4	RUN-OFF ELECTION DAY VOTING - (See Attachment A - Requirements 5.22.5) Include complete turnkey pricing for pickup and delivery to maximum number of 65 voting site location/stops, and pickup and delivery back to the Collin County Elections Department. 65 is the approximate maximum number of voting site location/stops. <i>(Response required)</i>
Quantity: <u> 1 </u> UOM: <u> lump sum </u> Price: \$ Total: \$	
Item Notes: Price lump sum, roundtrip, not per location/stop.	
Supplier Notes: _____ _____	
<div style="border: 1px solid black; padding: 5px; background-color: #f0f0f0;"> <input type="checkbox"/> No bid <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i> </div>	

Supplier Information

Company Name: _____

Contact Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Supplier Notes

The undersigned hereby certifies the foregoing proposal submitted by the company listed below hereinafter called “offeror” is the duly authorized agent of said company and the person signing said proposal has been duly authorized to execute same. Offeror affirms that they are duly authorized to execute this contract; this company; corporation, firm, partnership or individual has not prepared this proposal in collusion with any other offeror or other person or persons engaged in the same line of business; and that the contents of this proposal as to prices, terms and conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Print Name

Signature

1.0 GENERAL INSTRUCTIONS

1.0.1 Definitions

1.0.1.1 Offeror: refers to submitter.

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

1.0.1.3 Submittal: refers to those documents required to be submitted to Collin County, by an Offeror.

1.0.1.4 RFP: refers to Request for Proposal.

1.0.1.5 CSP: refers to Competitive Sealed Proposal

1.1 If Offeror does not wish to submit an offer at this time, please submit a No Bid.

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

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

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

1.5 A submittal may not be withdrawn or canceled by the offeror prior to the ninety-first (91st) day following public opening of submittals and only prior to award.

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

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

1.8 No oral, telegraphic or telephonic submittals will be accepted. RFP's and CSP's may be submitted in electronic format via Collin County eBid.

1.9 All Request for Proposals (RFP) and Competitive Sealed Proposals (CSP) submitted electronically via Collin County eBid shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the RFP and/or CSP.

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

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

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

1.13 Any interpretations, corrections and/or changes to a Request for Proposal or Competitive Sealed Proposal and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than the date specified in the solicitation. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners' Court. Addenda may be transmitted electronically via Collin County eBid.

1.13.1 Addenda will be transmitted to all that are known to have received a copy of the RFP/CSP and related Specifications. However, it shall be the sole responsibility of the Bidder/Quoter/Offeror to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. **Collin County eBid** <https://collincountytx.ionwave.net/>, telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Offeror's receipt of any addenda issued. Offeror shall acknowledge receipt of all addenda.

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

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

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

1.17 Offerors taking exception to the specifications shall do so at their own risk. By offering substitutions, Offeror shall state these exceptions in the section provided in the RFP/CSP or by attachment. Exception/substitution, if accepted, must meet or exceed specifications stated therein. Collin County reserves the right to accept or reject any and/or all of the exception(s)/substitution(s) deemed to be in the best interest of the County.

1.18 Minimum Standards for Responsible Prospective Offerors: A prospective Offeror must meet the following minimum requirements:

1.18.1 have adequate financial resources, or the ability to obtain such resources as required;

1.18.2 be able to comply with the required or proposed delivery/completion schedule;

1.18.3 have a satisfactory record of performance;

1.18.4 have a satisfactory record of integrity and ethics;

1.18.5 be otherwise qualified and eligible to receive an award.

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

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

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

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

1.23 Interlocal Agreement: Successful 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.

1.25 Offeror shall comply with all local, state and federal employment and discrimination laws and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or any other class protected by law.

2.0 TERMS OF CONTRACT

2.1 A proposal, when properly accepted by Collin County, shall constitute a contract equally binding between the Vendor/Contractor/Provider and Collin County. No different or additional terms will become part of this contract with the exception of an Amendment.

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

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

2.4 The Vendor/Contractor/Provider shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County Employees.

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

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

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

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

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

2.10 Expenses for Enforcement. In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

2.11 If a contract, resulting from a Collin County RFP/CSP is for the execution of a public work, the following shall apply:

2.11.1 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before

beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of \$25,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

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

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

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

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

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

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

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

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

2.18.1 Collin County Purchase Order Number;

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

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

- 2.19 Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.
- 2.20 All warranties shall be stated as required in the Uniform Commercial Code.
- 2.21 The Vendor/Contractor/Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.22 The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.
- 2.23 The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Collin County, Texas.
- 2.24 The Vendor/Contractor/Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.
- 2.25 The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.
- 2.26 Vendor/Contractor/Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Vendor/Contractor/Provider for purposes of solicitation. As exception, Vendor/Contractor/Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.
- 2.27 The Vendor/Contractor/Provider understands, acknowledges and agrees that if the Vendor/Contractor/Provider subcontracts with a third party for services and/or material, the primary Vendor/Contractor/Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Vendor/Contractor/Provider and the third party, including any payment dispute, will be promptly remedied by the primary vendor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Vendor/Contractor/Provider by Collin County for any payments owed to the third party.
- 2.28 Vendor/Contractor/Provider shall provide Collin County with diagnostic access tools at no additional cost to Collin County, for all Electrical and Mechanical systems, components, etc., procured through this contract.
- 2.29 Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by the Collin County's Sheriff's Office prior to access being granted to Collin County. Upon request, Vendor/Contractor/Provider shall provide list of individuals to Collin County Purchasing Department within five (5) working days.
- 2.30 Non-Disclosure Agreement: Where applicable, vendor shall be required to sign a non-disclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by vendor, except as provided in the contract/agreement, may cause serious harm or damage to Collin County. Therefore, Vendor agrees that Vendor will not use the information furnished for any purpose other than that stated in contract/agreement, and agrees that Vendor will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible

transaction. This agreement shall be binding upon Collin County and Vendor, and upon the directors, officers, employees and agents of each.

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

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

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

2.34 Delays and Extensions of Time when applicable:

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

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

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

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

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

2.37 Vendors/Contractors/Providers must be in compliance with the provisions of Section 2252.152 and Section 2252.153 of the Texas Government Code which states, in part, contracts with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations are prohibited. A governmental entity may not enter into a contract with a company that is listed on the Comptroller of the State of Texas website identified under Section 806.051, Section 807.051 or Section 2253.253 which do business with Iran, Sudan or any Foreign Terrorist Organization. This Act is effective September 1, 2017.

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

3.0 INSURANCE REQUIREMENTS

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

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

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

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

Employers' Liability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.0 EVALUATION CRITERIA AND FACTORS

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

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

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

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

LEVEL 1 - CONFORMANCE WITH MANDATORY REQUIREMENTS

Criteria assessed in Level 1:

- Conformance with RFP guidelines and submittal requirements outlined in Section 6.0 including response to each item in Section 6.0.
- Submit completed "Attachment A – Requirements" and detailed response as needed.

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

LEVEL 2 – DETAILED PROPOSAL ASSESSMENT

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

Points	Evaluation Criteria
70	<p>Response and compliance with Attachment A – Requirements (Proposal Format Item 6.2 - 6.6) (Maximum of 70 Points)</p> <ul style="list-style-type: none"> • Qualifications of the Contractor (Proposal format item 6.2 and 6.3) (Maximum of 25 Points) • Experience/References (Proposal format item 6.3 and 6.6) (Maximum of 25 Points) • Vehicle Requirements (Proposal format item 6.5) (Maximum of 20 Points)
30	Cost for turnkey service (Proposal Format Item 6.7) (Maximum of 30 Points)

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

LEVEL 3 – BEST AND FINAL OFFER

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

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

5.0 SPECIAL CONDITIONS AND SCOPE OF SERVICES

- 5.1 Authorization: By order of the Commissioners' Court of Collin County, Texas sealed proposals will be received for **Transportation of Election Equipment**.
- 5.2 Intent of Request for Proposal: Collin County's intent of this Request for Proposal (RFP) and resulting contract is to provide contractors sufficient information to prepare a proposal for a complete turnkey service for the Transport (pickup, delivery, and return) of the Election Equipment. The Election Equipment will be picked up and delivered to various voting sites throughout the Collin County area and returned to Collin County Election Department, 2010 Redbud Boulevard, Suite 102, McKinney, Texas 75069.
- 5.3 Term: Provide for a contract commencing on October 1, 2019 and continuing through and including September 30, 2020, with the option of three (3) one (1) year renewals.

Transitional Period: Upon normal completion of this contract, not to include termination for default, and in the event that no new contract has been awarded by the original expiration date

of the existing contract including any extension thereof, it shall be incumbent upon the Contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the original expiration date of the existing contract and any extension thereof.

- 5.4 Pre-Proposal Conference: An **optional** pre-proposal conference will be conducted by Collin County on Friday, June 21, 2019 at 3:00 p.m. at Collin County Elections, 2010 Redbud Blvd, Suite 102, McKinney, Texas 75069. 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.
- 5.5 Point of Contact: Information regarding the purchasing process and the contents of this RFP may be obtained from the Collin County Department or email gzimmer@co.collin.tx.us, Gina Zimmer, Buyer II.
- 5.6 Funding: Funds for payment have been provided through the Collin County budget approved by the Commissioners' Court for this fiscal year only. State of Texas statutes prohibit the County from any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that arise past the end of the current Collin County fiscal year shall be subject to budget approval.
- 5.7 Price Reduction: If during the life of the contract, the contractor's net prices to its customers for the same product(s) and/or services shall be reduced below the contracted price, it is understood and agreed that the County shall receive such price reduction.
- 5.8 Price Redetermination: A price redetermination may be considered by Collin County only at the twelve (12) month, twenty-four (24) month, thirty-six (36) month and forty-eight (48) month anniversary date of the contract. Any request for redetermination will require a minimum of thirty (30) days written notice, prior to the date of the increase and all requests for price redetermination shall be in written form and shall include documents supporting price redetermination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A., Insurance Coverage Rates, etc. The Vendor's past experience of honoring contracts at the quotation price will be an important consideration in the evaluation of the lowest and best quote. Collin County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.
- 5.9 Completion/Response Time: Contractor shall place product(s) and/or complete services at the County's designated location within the listed calendar days provided by Elections during each voting period.
- 5.10 Delivery/Setup/Installation Location: Locations for delivery and pickup will be given upon award by the Elections Department.

- 5.11 Freight/Delivery Charges: All freight or delivery charges shall be included in the submitted pricing. No additional fees for delivery/freight/fuel surcharges or other fees shall be invoiced or paid by Collin County.
- 5.12 Testing: Testing may be performed at the request of Collin County, by an agent so designated, without expense to Collin County.
- 5.13 Samples/Demos: When requested, samples/demos shall be furnished free of expense to Collin County.
- 5.14 Approximate Value/Usage: Approximate usage does not constitute an order, but only implies the probable quantity the County will use. Estimated annual expenditure is \$200,000.00.
- 65 is the approximate maximum number of voting site location/stops for Early Voting.
 - 100 is the approximate maximum number of voting site location/stops for Election Day.
 - 65 is the approximate maximum number of voting site location/stops for Early Voting Run-off.
 - 65 is the approximate maximum number of voting site location/stops for Election Day Run-off.
- 5.15 Background Check: All Contractor employees that will be transporting equipment must be able to pass a background check performed by Collin County before any work may be performed. The selected contractor shall be provided the required information for background checks.
- 5.16 Subcontractors: Contractor shall state names of all subcontractors and the type of work they will be performing. If a contractor fails to specify a subcontractor, then he shall be deemed to have agreed that he is fully qualified to perform the contract himself, and that he will fully perform the contract himself.

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

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

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

- 5.18 **Payment and Performance Bonds:** Payment and Performance bonds in the amount of one-hundred percent (100%) of the total contract price are required of the successful contractor upon award of contract. The bond shall remain in effect for the term of the contract.

5.19 **PROPOSAL SCHEDULE**

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

RFP Released	Tuesday, June 11, 2019
Pre-Proposal Conference	Friday, June 21, 2019 at 3:00pm
Deadline for submission of questions	Thursday, June 27, 2019 at 12:00pm
Proposals Due:	Thursday, July 11, 2019 at 2:00pm
Award of RFP:	August 2019

5.20 **PURPOSE/SCOPE OF WORK**

The transportation work undertaken by the contractor will include turnkey service for the Transport (pickup, delivery, and return) of the Election Equipment throughout Collin County. The transportation of election equipment includes Early Voting, Election Day, Early Voting Run-Off and Election Day Run-Off events. (See 5.14 for approx. number of voting site locations for each event.)

5.21 **REQUIREMENTS**

The County seeks proposals meeting or exceeding the following requirements outlined in “Attachment A – Requirements.” Complete Attachment A and submit in accordance with section 6.4.

6.0 PROPOSAL FORMAT

In accordance with the directions below, contractor shall provide a response for each item in Section 6.2-6.7 in order and include item numbers in response. Answer all questions fully, clearly, and concisely, giving complete information. Do not skip items. Do not refer to other parts of your proposal for the answers. You may not modify either the order or language of the question. **Responses shall include a statement of “agree”, “confirmed”, “will provide”, “not applicable”, or “exception taken” along with any additional information.** If an item is “not applicable” or “exception taken”, contractor shall state that and refer to Section 7.0 Exceptions, with explanation.

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

- 6.1 **PROPOSAL DOCUMENTS:** To achieve a uniform review process and to obtain a maximum degree of comparability, the proposal shall, at a minimum include a Table of Contents detailing sections and corresponding page numbers.

- 6.1.1 Proposals may be submitted online via <http://collincountytx.ionwave.net> or submitted via CD-ROM or Flash Drive. Electronic submissions are preferred.
- 6.1.2 If submitting manually, proposal shall be submitted in a sealed envelope or box with RFP name, number, and name of firm printed on the outside of the envelope or box. Manual submittals shall be sent/delivered to the following address and shall be received prior to the date/time for opening:

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

Paper copies shall be printed on letter size (8 ½ x 11) paper and assembled using spiral type bindings, staples, or binder clips. Do not use metal-ring hard cover binders. Manual submittals shall include an electronic copy in a searchable format.

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

6.2 **FIRM OVERVIEW/GENERAL QUESTIONS**

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

- 6.2.1 Does your company have a valid, active mover's license with the Texas Department of Motor Vehicles (TxDMV)? State the TxDMV certificate #.
- 6.2.2 A descriptive background of your company's history.
- 6.2.3 State your principal business location and business hours.
- 6.2.4 State the number of years you have been providing transportation/moving services.
- 6.2.4.1 Experience with Public Sector and Commercial moves
- 6.2.5 Other than what is included in this RFP, what types of insurance does your company offer or recommend?

6.3 **STAFF QUALIFICATIONS/EXPERIENCE & ADDITIONAL INFORMATION**

- 6.3.1 Provide qualifications as well as experience for each team member or key personnel.
- 6.3.2 Provide name, job title, responsibilities, management practices, and number of years they have been in the role.

6.3.3 State level of experience of moving crew.

6.3.4 Are your workers bonded?

6.4 **REQUIREMENTS**

6.4.1 Contractor shall respond to all requirements in "Attachment A – Requirements."

6.4.1.1 Requirements that require a detailed response shall be submitted as attachment named "Detailed Response to Requirements." The responses shall be in order and include the reference numbers within this document. Acknowledgement of response on this sheet is required and reference of location of response shall be referenced in the comment section of this document.

6.4.1.2 Any responses that are answered as "YES" mean that you will fully comply with general requirement. Any responses that are answered as "NO" shall be included in your proposal as "exceptions" with further explanation. Refer to Section 7.0 of the specifications for more details on Exceptions.

6.5 **VEHICLES**

6.5.1 State whether you own, lease, or rent as needed the vehicles you will use.

6.5.2 Vehicle 1: State Make/Model/Size of vehicle used for transport

6.5.3 Vehicle 2: State Make/Model/Size of vehicle used for transport

6.5.4 Vehicle 3: State Make/Model/Size of vehicle used for transport

6.5.5 Vehicle 4: State Make/Model/Size of vehicle used for transport

6.5.6 Vehicle 5: State Make/Model/Size of vehicle used for transport

6.5.7 Vehicle 6: State Make/Model/Size of vehicle used for transport

6.5.8 State whether the vehicles are fully enclosed, and equipped with heavy-duty (industrial/commercial grade) tie down devices and lift-gates.

6.5.9 State the type of GPS that will be on board each vehicle during deliveries.

6.5.10 State the type of communication device that will be available in each vehicle during deliveries.

6.5.11 State the number of crew that will be assigned to each vehicle.

6.6 **REFERENCES**

The contractor shall furnish the following reference information:

- 6.6.1 The name and address of the organization, as well as the name, position, email and telephone number of the contact in the referred organization, for three clients similar to Collin County who have had services within the last two years. (Public sector clients within Texas preferred, Commercial clients secondary.)

6.7 **PRICING/FEES**

Contractor shall provide the total cost for each of the following election periods. (Prices provided shall include any additional units and materials that may be necessary to move that are not placed inside one of the Carriers, Work Stations, or DS200 cabinets.)

- 6.7.1 Election Early Voting - (See Attachment A – Requirement 5.22.2) Include complete turnkey pricing for pickup, delivery, and return to maximum number of 65 voting site location/stops, and pickup and delivery back to the Collin County Elections Department.
- 6.7.2 Election Day Voting - (See Attachment A – Requirements 5.22.3) Include complete turnkey pricing for pickup, delivery, and return to maximum number of 100 voting site location/stops, and pickup and delivery back to the Collin County Elections Department.
- 6.7.3 Run-Off Election Early Voting - (See Attachment A – Requirements 5.22.4) Include complete turnkey pricing for pickup, delivery, and return to maximum number of 65 voting site location/stops, and pickup and delivery back to the Collin County Elections Department.
- 6.7.4 Run-Off Election Day Voting - (See Attachment A – Requirements 5.22.5) Include complete turnkey pricing for pickup, delivery, and return to maximum number of 65 voting site location/stops, and pickup and delivery back to the Collin County Elections Department.

7.0 **EXCEPTIONS**

Instructions for completing section:

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

RFP NO. 2019-208, TRANSPORTATION OF ELECTION EQUIPMENT

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

A	B	C	D	E	F
Reference Number	<u>IMPORTANT INFORMATION:</u> Requirements that require a detailed response shall be submitted as attachment with titled "Detailed Response to Requirements". The responses shall be in order and include the reference numbers within this document. Acknowledgement of response on this sheet is required and reference of location of response shall be referenced in the comment section of this document. Any responses that are answered as "YES" mean that you will fully comply with general requirement. Any responses that are answered as "NO" shall be included in your proposal as "exceptions" with further explanation. Refer to Section 7.0 of the specifications for more details on Exceptions.	Requirements that have a (*) require a detailed response or attachment	<u>Yes</u>	<u>No</u>	Written Response: Include additional comments below. If you need additional space please include with your submittal attachment titled "Detailed Response to Requirements" and note accordingly below.
1					
2	5.22 GENERAL REQUIREMENTS				
5.22.1	Contractor must be a licensed Texas mover with an "Active" status certificate number on file with the Texas Department of Motor Vehicles (TxDMV).				
5.22.2	Election Early Voting - Contractor will complete pickup and delivery of the required Election Equipment according to the route schedule developed by the Elections Department. Election Early Voting cabinets will be picked up at Collin County Elections Department located at 2010 Redbud Blvd., Suite #102, McKinney, Texas 75069 and delivered to each designated voting site location throughout Collin County. After the early election, contractor will complete pickup and delivery of the required Election Equipment according to the route schedule developed by the Elections Department. Election Early Voting cabinets will be picked up from each designated early voting site location and returned to Collin County Elections Department, 2010 Redbud Blvd., Suite #102, McKinney, Texas 75069. 65 is the approximate maximum number of voting site location/stops.				
5.22.3	Election Day Voting - Contractor will complete pickup and delivery of the required Election Equipment according to the route schedule developed by the Elections Department. Election Day Voting cabinets will be picked up at Collin County Elections Department located at 2010 Redbud Blvd., Suite #102, McKinney, Texas 75069 and delivered to each designated voting site location throughout Collin County. After the election, contractor will complete pickup and delivery of the required Election Equipment according to the route schedule developed by the Elections Department. Election Day Voting cabinets will be picked up from each designated early voting site location and returned to Collin County Elections Department, 2010 Redbud Blvd., Suite #102, McKinney, Texas 75069. 100 is the approximate maximum number of voting site location/stops.				
5.22.4	Run-off Election Early Voting - Contractor will complete pickup and delivery of the required Election Equipment according to the route schedule developed by the Elections Department. Run-off Election Early Voting cabinets will be picked up at Collin County Elections Department located at 2010 Redbud Blvd., Suite #102, McKinney, Texas 75069 and delivered to each designated voting site location throughout Collin County. After the early election, contractor will complete pickup and delivery of the required Election Equipment according to the route schedule developed by the Elections Department. Run-off Election Early Voting cabinets will be picked up from each designated early voting site location and returned to Collin County Elections Department, 2010 Redbud Blvd., Suite #102, McKinney, Texas 75069. 65 is the approximate maximum number of voting site location/stops.				
5.22.5	Run-off Election Day Voting - Contractor will complete pickup and delivery of the required Election Equipment according to the route schedule developed by the Elections Department. Run-off Election Day Voting cabinets will be picked up at Collin County Elections Department located at 2010 Redbud Blvd., Suite #102, McKinney, Texas 75069 and delivered to each designated voting site location throughout Collin County. After the election, contractor will complete pickup and delivery of the required Election Equipment according to the route schedule developed by the Elections Department. Run-off Election Day Voting cabinets will be picked up from each designated early voting site location and returned to Collin County Elections Department, 2010 Redbud Blvd., Suite #102, McKinney, Texas 75069. 65 is the approximate maximum number of voting site location/stops.				

	A	B	C	D	E	F
8	5.22.6	Required Election Equipment - CARRIER cabinet - is 62" (inches) Width x 75" (inches) Height x 28" (inches) Depth, and approximately 1200 lbs. fully loaded. With additional supplies that are attached to the top of the Election Supply Carrier, the height may reach up to 85" (inches). (Illustration 1)				
9	5.22.7	Required Election Equipment – WORK STATION cabinet - is 34" (inches) Width x 41" (inches) Height x 28" (inches) Depth, approximately 300 lbs fully loaded. (Illustration 2)				
10	5.22.8	Required Election Equipment – DS200 cabinet - is 43" (inches) Height x 26" (inches) Width x 28" (inches) Depth, approximately 115 lbs fully loaded. (Illustration 3)				
11	5.22.9	Voting site locations for Early Voting and Run-Off Early Voting may each have up to eight (8) items of required election equipment; four (4) Carriers, two (2) Work Stations, and two (2) DS200's.				
12	5.22.10	Voting site locations for Election Day Voting and Run-Off Election Day Voting may each have up to eight (8) items of required election equipment; four (4) Carriers, two (2) Work Stations, and two (2) DS200's.				
13	5.22.11	When necessary, the Elections Department may have to deliver additional voting equipment and materials that are not placed inside an Election Supply Carrier, Work Station or DS200. Contractor agrees to provide safe and secure infrastructure inside the truck for transport of these additional units and materials not placed inside the Election Supply Carrier, Work Station or DS200.				
14	5.22.12	When delivery of each route is completed, Contractor will provide confirmation of route completion to the Elections Warehouse Manager via email, phone call, or text message. Contact information for the Elections Warehouse manager will be provided during each election period.				
15	5.22.13	Collin County personnel will inspect all voting equipment when loaded for delivery to the various voting site location for any visible signs of damage. All damages will be noted on route sheet or corrected immediately. It is the contractor's responsibility to notify Collin County Elections Department personnel of any damage.				
16	5.22.14	Contractor will notify Collin County Elections Department personnel within 24 hours of any damage that may have occurred at voting locations, and damaged and/or missing Election Equipment not returned at the time of pick-up.				
17	5.22.14.1	Contractor will be held responsible for any damage to existing structures, because of his operations and shall repair or replace any damaged structures to the satisfaction of, and at no additional cost to, the County, unless otherwise addressed in the Contract.				
18	5.22.15	Collin County Elections Department will schedule and coordinate the delivery and pick-up to each voting site location. The Election Department will furnish each location to the contractor. The Election Department hours are 8:00 a.m. to 5:00 p.m. except holidays and weekends. Most pickup and delivery schedules are during the Election Department hours.				
19	5.22.15.1	All routes will be worked as full routes, in the order determined by the Elections Department, and not worked as split routes. No changes to the routes shall be made by the Contractor.				
20	5.22.16	Contractor agrees to furnish the necessary equipment, supervision and personnel. Contractor vehicles, personnel and equipment must remain on the premises until released by the Elections Department.				
21	5.22.17	Example of Voting Calendar and Locations used for the November 2018 General Election (Actual future voting calendars, polling locations and the number used for each election may change.) (Exhibit A and Exhibit B)				
22	5.22.18	VEHICLES				
23	5.22.18.1	Contractor must have at least six (6) dedicated trucks or vans that will be used exclusively to deliver and pick-up Election Equipment. Collin County reserves the right to inspect the dedicated trucks or vans that will be utilized for this proposal.	*			Attach pictures of vehicles that will be utilized for the contract titled "Detailed Response to Requirements"
24	5.22.18.1.1	Contractor must have backup trucks available if trucks being utilized break down or become unusable during transport.				

	A	B	C	D	E	F
25	5.22.18.2	Minimum required vehicle size by the Election Department is 26' (feet) in length with standard sized lift gates of 12.5' (feet) height, 22'-26' (feet) long, and 96"-102" (inches) wide, due to limited accessibility and/or travel restriction in some voting site locations.				
26	5.22.18.3	All vehicles must be equipped with heavy-duty (industrial/commercial grade) tie down devices that shall be used to prevent load shift.				
27	5.22.18.4	A minimum of three (3) men per crew/per truck will be required at all times in order to deliver, pick-up and return the Election Equipment.				
28	5.22.18.5	All vehicles must have the latest/most current GPS on board at all times to be used in connection with the Elections Department delivery schedule.				
29	5.22.18.6	All vehicles must have some type of communication devices (two-way radio, mobile telephones or similar type of device use for communication) to allow communication with Elections Department at any given time.				
30	5.22.18.6.1	Additionally, all workers must have excellent verbal communication skills to ensure proper communication with the Elections Department.				
31	5.22.18.7	Collin County Election Equipment are the only items allowed on vehicles during delivery and pick-up from the various site locations including the Elections Department. Contractor is not allowed to carry any other client or customer equipment or product while making deliveries, pick-up, or returns for Collin County Elections Department.				



ILLUSTRATION 1



ILLUSTRATION 2

ILLUSTRATION 3



Exhibit ‘A’
(Anexo ‘A’)

Collin County
(Condado de Collin)

November 6, 2018 General & Special Elections
Early Voting Locations, Dates and Hours
(Aviso de Votacio)
(6 noviembre 2018, elecciones generales y especiales)
(Lugares de votacion temprana, fechas y horas)

Polling Place		Address		City		
Collin County Elections (Main Early Voting Location) VotingLocation)		2010 Redbud Blvd. St 102		McKinney		
Allen ISD Service Center		1451 North Watters Road		Allen		
Allen Municipal Courts Facility		301 Century Pkwy.		Allen		
Carpenter Park Recreation Center		6701 Coit Road		Plano		
Celina ISD Administration Building		205 S. Colorado St.		Celina		
Christ United Methodist Church		3101 Coit Road		Plano		
Collin College - Central Park Campus		2200 W. University Drive		McKinney		
Collin College - Higher Education Center		3452 Spur 399		McKinney		
Collin College - Preston Ridge Campus		9700 Wade Blvd.		Frisco		
Collin College - Spring Creek Campus		2800 E. Spring Creek Pkwy.		Plano		
Davis Library		7501 Independence Pkwy.		Plano		
Frisco Fire Station #5		14300 Eldorado Pkwy.		Frisco		
Frisco Senior Center		6670 Moore Street		Frisco		
Gay Library		6861 W. Eldorado Pkwy.		McKinney		
Haggard Library		2501 Coit Road		Plano		
Harrington Library		1501 18 th Street		Plano		
Lavon City Hall		120 School Road		Lavon		
Lovejoy ISD Administration Bldg.		259 Country Club Rd.		Allen		
McKinney Fire Station #7		861 S. Independence Pkwy.		McKinney		
Melissa City Hall		3411 Barker Ave.		Melissa		
Methodist Richardson Medical Center		2831 E. Pres George Bush Turnpike		Richardson		
Murphy Community Center		205 North Murphy Road		Murphy		
Old Settlers Recreation Center		1201 E. Louisiana Street		McKinney		
Parker City Hall		5700 E. Parker Road		Parker		
Parr Library		6200 Windhaven Pkwy.		Plano		
Plano ISD Administration Center		2700 W. 15 th Street		Plano		
Princeton City Hall		123 W. Princeton Drive		Princeton		
Prosper Town Hall		200 S. Main Street		Prosper		
Renner-Frankford Library		6400 Frankford Rd.		Dallas		
Smith Library		300 Country Club Dr.		Wylie		
Texas Star Bank		402 W. White St.		Anna		
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Oct 21	Oct 22 Early Voting 8am–5pm	Oct 23 Early Voting 8am–5pm	Oct 24 Early Voting 8am–5pm	Oct 25 Early Voting 8am–5pm	Oct 26 Early Voting 8am–5pm	Oct 27 Early Voting 7am–7pm
Oct 28 Early Voting 1pm–6pm	Oct 29 Early Voting 7am–7pm	Oct 30 Early Voting 7am–7pm	Oct 31 Early Voting 7am–7pm	Nov 1 Early Voting 7am–7pm	Nov 2 Early Voting 7am–7pm	Nov 3

Temporary Early Voting Locations:

Farmersville City Hall		205 South Main St.		Farmersville		
Oct 21	Oct 22 Early Voting 8am–5pm	Oct 23 Early Voting 8am–5pm	Oct 24 Early Voting 8am–5pm	Oct 25 Early Voting 8am–5pm	Oct 26 Early Voting 8am–5pm	Oct 27 Early Voting 7am–7pm

Lucas Community Center		665 Country Club Rd.		Lucas		
Oct 28 Early Voting 1pm–6pm	Oct 29 Early Voting 7am–7pm	Oct 30 Early Voting 7am–7pm	Oct 31 Early Voting 7am–7pm	Nov 1 Early Voting 7am–7pm	Nov 2 Early Voting 7am–7pm	Nov 3

Important Note: *Eligible* Collin County registered voters (with an effective date of registration on or before November 6, 2018) may vote at any of the above early voting locations. (Nota importante: El Condado de Collin elegible votantes (con una fecha efectiva de registro en o antes del 06 de noviembre de 2018) registrados pueden votar en cualquiera de los anteriores lugares de votación anticipada.)

Exhibit 'B'*(Anexo 'B')***Election Day Vote Centers for the November 6, 2018****General and Special Elections***(Eleccion dia centros de votacion para las elecciones generales y especiales de 06 de noviembre de 2018)*

Polling Place	Address	City
Aldridge Elementary School	720 Pleasant Valley Lane	Richardson
Allen ISD Service Center	1451 North Watters Road	Allen
Allen Municipal Courts Facility	301 Century Parkway	Allen
Armstrong Middle School	3805 Timberline Drive	Plano
Benton Staley Middle School	6927 Stadium Drive	Frisco
Blue Ridge ISD Administration Building	318 West School Street	Blue Ridge
Bowman Middle School	2501 Jupiter Road	Plano
Carpenter Middle School	3905 Rainier Road	Plano
Carpenter Park Recreation Center	6701 Coit Road	Plano
Celina ISD Administration Building	205 S. Colorado	Celina
Christ the Servant Lutheran Church	821 S. Greenville Avenue	Allen
Christ United Methodist Church	3101 Coit Road	Plano
Clark High School	523 W. Spring Creek Parkway	Plano
Collin College Central Park Campus	2200 University Drive	McKinney
Collin College Higher Education Center	3452 Spur 399	McKinney
Collin College Preston Ridge Campus	9700 Wade Blvd.	Frisco
Collin College Spring Creek Campus	2800 Spring Creek Parkway	Plano
Collin County Elections Office	2010 Redbud Blvd, Ste. 102	McKinney
Davis Library	7501 Independence Parkway	Plano
Dowell Middle School	301 Ridge Road	McKinney
Eldorado Country Club	2604 Country Club Drive	McKinney
First Baptist Church Branch	7011 FM 546	Princeton
First Baptist Church Farmersville - Youth Building	201 Farmersville Parkway	Farmersville
First Baptist Church Wylie	100 N. 1st Street	Wylie
Fowler Middle School	3801 McDermott Road	Plano
Frisco Fire Station #5	14300 Eldorado Parkway	Frisco
Frisco Senior Center	6670 Moore Street	Frisco
Gay Library	6861 W. Eldorado Parkway	McKinney
George Bush Elementary School	2000 Eagle Aerie Lane	Wylie
Haggard Elementary School	17820 Campbell Road	Dallas
Harrington Library	1501 18th Street	Plano
Heritage High School	14040 Eldorado Parkway	Frisco
Hunt Middle School	4900 Legendary Drive	Frisco
Islamic Association of Collin County	6401 Independence Parkway	Plano
Josephine City Hall	201 Main Street	Josephine
Lavon City Hall	120 School Road	Lavon
Liberty High School	15250 Rolater Road	Frisco
Lovejoy ISD Administration Bldg.	259 Country Club Road	Allen
Lowry Crossing City Hall	1405 S. Bridgefarmer Road	Lowry Crossing
Lucas Community Center	665 Country Club Road	Lucas
McKinney Fire Station #7	861 Independence Parkway	McKinney
McKinney Senior Recreation Center	1400 S. College Street	McKinney
Melissa City Hall	3411 Barker Avenue	Melissa

Exhibit 'B'*(Anexo 'B')***Election Day Vote Centers for the November 6, 2018****General and Special Elections***(Eleccion dia centros de votacion para las elecciones generales y especiales de 06 de noviembre de 2018)*

Methodist Richardson Medical Center	2831 E Pres George Bush Turnpike	Richardson
Miller Elementary School	5651 Coventry Drive	Richardson
Murphy Community Center	205 N. Murphy Road	Murphy
Old Settlers Recreation Center	1201 E. Louisiana Street	McKinney
Parker City Hall	5700 E. Parker Road	Parker
Parr Library	6200 Windhaven Parkway	Plano
Plano ISD Administration Center	2700 W. 15th Street	Plano
Princeton City Hall	123 W. Princeton Drive	Princeton
Prosper ISD Administration Bldg.	605 E. Seventh Street	Prosper
Puster Elementary School	856 Stoddard Road	Fairview
Renner-Frankford Library	6400 Frankford Road	Dallas
Royse City ISD Mike McKinney Maintenance Facility	1420 FM 1777	Royse City
Scoggins Middle School	7070 Stacy Road	McKinney
Seis Lagos Community Services Association	222 Seis Lagos Trail	Wylie
Shepton High School	5505 Plano Parkway	Plano
Shiloh Missionary Baptist Church	920 E. 14th Street	Plano
Smith Library	300 Country Club Drive	Wylie
Southfork Mobile Home Park	216 Southfork Blvd.	Wylie
Stonebridge United Methodist Church	1800 S. Stonebridge Drive	McKinney
Suncreek United Methodist Church	1517 W. McDermott Drive	Allen
Terry Pope Administration Building	611 N FM 1138	Nevada
Texas Star Bank	402 W. White Street	Anna
Tom Muehlenbeck Recreation Center	5801 W. Parker Road	Plano
Weston Community Center	117 Main Street	Weston
Woodcreek Church	3400 E. Renner Road	Richardson

PAYMENT BOND

STATE OF TEXAS §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____ 20_____.

WITNESS

PRINCIPAL

Printed/Typed Name _____

Title: _____

Company: _____

Address: _____

SURETY

Printed/Typed Name _____

Title: _____

Company: _____

Address: _____

WITNESS

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

Name: _____

Address: _____

Phone Number: _____

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

PERFORMANCE BOND

STATE OF TEXAS §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

That _____, a corporation organized and existing under the laws of the State of _____, and fully authorized to transact business in the State of Texas, whose address is _____ of the City of _____ County of _____, and State of _____, (hereinafter referred to as "Principal"), and _____ (hereinafter referred to as "Surety", a corporation organized under the laws of the State of _____ and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto _____ (hereinafter referred to as "Owner") and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, in the penal sum of _____ Dollars (\$ _____) (not less than 100% of the approximate total amount of the Contract as evidenced in the proposal plus 10-percent of the stated penal sum as an additional sum of money representing additional court expenses, attorneys' fees, and liquidated damages arising out of or connected with the below identified Contract) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

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

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

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____ 20____.

WITNESS

PRINCIPAL

Printed/Typed Name _____

Title: _____

Company: _____

Address: _____

SURETY

Printed/Typed Name _____

Title: _____

Company: _____

Address: _____

WITNESS

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

Name: _____

Address: _____

Phone Number: _____

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

INFORMATION REGARDING **CONFLICT OF INTEREST QUESTIONNAIRE**

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

For a copy of Form CIQ and CIS:

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

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

For a listing of current Collin County Officers:

<http://www.collincountytexas.gov/government/Pages/officials.aspx>

The following will be involved in the planning, recommending, selecting, and contracting for the attached procurement:

Department:

Bruce Sherbet – Elections Administrator
Billy Pratt – Election Supply & Operations Coordinator
Brian Griesbach – Asset Management Technician
Michael Karner – Asset Management Technician

Purchasing:

Michalyn Rains, CPPO, CPPB – Purchasing Agent
Michelle Charnoski, CPPB – Asst. Purchasing Agent
Gina Zimmer – Buyer II

Commissioners' Court:

Chris Hill – County Judge
Susan Fletcher – Commissioner Precinct No. 1
Cheryl Williams – Commissioner Precinct No. 2
Darrell Hale – Commissioner Precinct No. 3
Duncan Webb – Commissioner Precinct No. 4

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

- (2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

Request for Taxpayer Identification Number and Certification

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

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

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	Social security number [][][] - [][] - [][][][][][] or Employer identification number [][] - [][][][][][][][]
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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 on page 3.	Signature of U.S. person ▶ Date ▶
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General Instructions

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

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

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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