



Collin County Purchasing

2020-157

Psychological Examinations for Law Enforcement Personnel

Issue Date: 2/25/2020

Questions Deadline: 3/13/2020 05:00 PM (CT)

Response Deadline: 3/19/2020 02:00 PM (CT)

Collin County Purchasing

Contact Information

Contact: Sara Hoglund, CPPB Senior Buyer

Address: Purchasing
Admin. Building
Ste.3160
2300 Bloomdale Rd.
Ste. 3160
McKinney, TX 75071

Phone: (972) 548 x4104

Fax: (972) 548 x4694

Email: shoglund@co.collin.tx.us

Event Information

Number: 2020-157
Title: Psychological Examinations for Law Enforcement Personnel
Type: Request for Proposal - Other
Issue Date: 2/25/2020
Question Deadline: 3/13/2020 05:00 PM (CT)
Response Deadline: 3/19/2020 02:00 PM (CT)
Notes: 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 Psychological Examinations for Law Enforcement Personnel. Collin County reserves the right to award to a single contractor or multiple contractors as deemed to be in the best interest of the County.

Ship To Information

Contact: Receiving Dock
Address: Justice Center Warehouse
Justice Center
4300 Community Ave.
McKinney, TX 75071

Billing Information

Address: Auditor
Admin. Building
Ste. 3100
2300 Bloomdale Rd.
Ste. 3100
McKinney, TX 75071

Bid Attachments

LEGAL_NOTICE.doc

Legal Notice

[Download](#)

General_Instructions_Proposals.docx

General Instructions - Proposals

[View Online](#)

Terms_of_Contract_Proposals - 5-20-19.docx

Terms of Contract - Proposals

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Insurance.doc

Insurance

[View Online](#)

Scope of Services - 2-4-2020.doc

Specifications

[View Online](#)

Exhibit A - Sample Agreement.docx

Exhibit A - Sample Agreement

[View Online](#)

Information Regarding Conflict of Interest Questionnaire.docx

Information Regarding Conflict of Interest Questionnaire

[View Online](#)

CIQ_113015.pdf

Conflict of Interest Questionnaire

[View Online](#)

W9_2014.pdf

W-9

[View Online](#)

Requested Attachments

Response to 6.0

(Attachment required)

Conflict of Interest

Only upload if applicable

W9

(Attachment required)

Bid Attributes

1	eBid Notice Collin County exclusively uses IonWave Technologies, Inc. (Collin County eBid) for the notification and dissemination of all solicitations. The receipt of solicitations through any other means may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid/proposal non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other means. Please initial. <hr/> <hr/> <hr/> <i>(Required: Maximum 1000 characters allowed)</i>
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. <hr/> <hr/> <hr/> <hr/> <hr/> <i>(Required: Maximum 4000 characters allowed)</i>
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. <hr/> <hr/> <i>(Required: Maximum 1000 characters allowed)</i>
4	Exceptions Do you take exceptions to the specifications. If so, by separate attachment, please state your exceptions. <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(Required: Check only one)</i>

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 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)

7 Reference No. 1

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

(Required: Maximum 4000 characters allowed)

8 Reference No. 2

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

(Required: Maximum 4000 characters allowed)

9 Reference No. 3

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

(Required: Maximum 4000 characters allowed)

10 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)

11 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)

12 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
3** **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)

**1
4** **Disclosure of Certain Relationships**

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

(Required: Maximum 1000 characters allowed)

**1
5** **Anti-Collusion Statement**

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

(Required: Maximum 1000 characters allowed)

**1
6** **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)

17 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)

18 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)

19 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)

20 Cooperative Contract Number

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

(Required: Maximum 4000 characters allowed)

21 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 State cost for each pre-employment psychological evaluation completed on-site at the Collin County Sheriff's Office.
(Response required)
Quantity: 120 UOM: each Price: \$ Total: \$
Supplier Notes: _____

 No bid
 Additional notes
(Attach separate sheet)

2 State cost for each pre-employment psychological evaluation completed off-site at the Examiner location.
(Response required)
Quantity: 1 UOM: each Price: \$ Total: \$
Supplier Notes: _____

 No bid
 Additional notes
(Attach separate sheet)

3 State any additional costs.
(Response required)
Quantity: 1 UOM: each Price: \$ Total: \$
Supplier Notes: _____

 No bid
 Additional notes
(Attach separate sheet)

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 submittal non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.

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

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

1.7 All 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 it's preparation of a RFP/CSP submittal.

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

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

1.23 Interlocal Agreement: Successful Offeror agrees to extend prices and terms to all entities that has entered into or will enter into joint purchasing interlocal cooperation agreements with Collin County. Delivery to governmental entities located within Collin County will be at no additional charge or as otherwise provided for in the award document. Delivery charges, if any, for governmental entities located outside of Collin County shall be negotiated between the Vendor and each governmental entity.

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

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

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

2.0 TERMS OF CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.18.1 Collin County Purchase Order Number;

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

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

- 2.19 Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.
- 2.20 All warranties shall be stated as required in the Uniform Commercial Code.
- 2.21 The Vendor/Contractor/Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.22 The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.
- 2.23 The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Collin County, Texas.
- 2.24 The Vendor/Contractor/Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.
- 2.25 The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.
- 2.26 Vendor/Contractor/Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Vendor/Contractor/Provider for purposes of solicitation. As exception, Vendor/Contractor/Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.
- 2.27 The Vendor/Contractor/Provider understands, acknowledges and agrees that if the Vendor/Contractor/Provider subcontracts with a third party for services and/or material, the primary Vendor/Contractor/Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Vendor/Contractor/Provider and the third party, including any payment dispute, will be promptly remedied by the primary vendor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Vendor/Contractor/Provider by Collin County for any payments owed to the third party.
- 2.28 Vendor/Contractor/Provider shall provide Collin County with diagnostic access tools at no additional cost to Collin County, for all Electrical and Mechanical systems, components, etc., procured through this contract.
- 2.29 Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by 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

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

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

3.2 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

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.

4.1.1 LEVEL 1 - CONFORMANCE WITH MANDATORY REQUIREMENTS

Criteria assessed in Level 1:

- Examiners shall be individuals certified as a psychologist who is licensed by the Texas State Board of Examiners of Psychologists.
- Conformance with RFP guidelines and submittal requirements outlined in Section 6.0 including response to each item in Section 6.0.

4.1.2 LEVEL 2 – DETAILED PROPOSAL ASSESSMENT

The evaluation of qualifications of the offerors will be based on the following criteria:

FIRM'S QUALIFICATIONS/EXPERIENCE AND PROPOSED STAFF & QUALIFICATIONS (Items 6.2, 6.3 and 6.7)	20
TIMELINESS OF SCHEDULING (Item 6.4)	25
DEMONSTRATED UNDERSTANDING OF THE SCOPE OF SERVICES TO BE PROVIDED (Item 6.5)	40
REFERENCES (Item 6.6)	15
TOTAL POINTS	100

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

LEVEL 3 – COST (Maximum 25 Points)

Offerors who are elevated to level 3 will have their points combined from level 2 for a maximum of 125 points total.

Points	Evaluation Criteria
25	Total Cost (Item 6.8)

LEVEL 4 – BEST AND FINAL OFFER

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

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

4.1.3 LEVEL 3 – COST

Once the best evaluated response has been determined, the County will review the pricing of the best evaluated response to determine if it is fair and reasonable.

5.0 SPECIAL CONDITIONS AND SCOPE OF SERVICES

- 5.1 Intent of Request for Proposal: Collin County’s intent of this Request for Proposal (RFP) and resulting contract is to provide offerors with sufficient information to prepare a proposal for Psychological Examinations for Law Enforcement Personnel. Collin County reserves the right to award to a single contractor or multiple contractors as deemed to be in the best interest of the County.
- 5.2 Term: Provide for a term contract commencing on the date of the award and continuing through and including March 31, 2021 with the option to renew for an additional two (2) additional one (1) year terms.
- 5.3 Funding: Funds for payment have been provided through the Collin County budget approved by the Commissioners’ Court for this fiscal year only. State of Texas statutes prohibit the County from any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that arise past the end of the current Collin County fiscal year shall be subject to budget approval.
- 5.4 Completion/Response Time: Contractor shall complete services at the agreed upon location within the number of calendar days according to the schedule proposed by contractor in section 5.4.
- 5.5 Approximate Value/Usage: Approximate usage does not constitute an order, but only implies the probable quantity the County will use. Estimated quantity of tests is ten (10) per month.

- 5.6 Services Agreement: Collin County shall require the firm(s) selected to execute a Services Agreement upon award of a contract for appraisal services. A sample copy of the agreement required, Exhibit "A", is attached for review.
- 5.7 Subcontractors: Subcontractors providing service under the work authorization shall meet the same requirements and level of experience as required of the offeror. No subcontract under the contract shall relieve the primary contracted Offeror of responsibility for the service. If the Offeror uses a Subcontractor for any of the work required, the following conditions shall apply under the listed circumstances.
- 5.7.1 Responding Offerors planning to subcontract a portion of the work shall identify the proposed Subcontractor in this RFP.
- 5.7.2 Subcontracting shall be at the offeror's expense.
- 5.7.3 The County retains the right to check Subcontractors backgrounds and make a determination to approve or reject the use of submitted Subcontractors.
- 5.7.4 The offeror shall be the only contact for the County and Subcontractors, and shall be the designated point of contact for all County and Subcontractor inquiries.
- 5.8 Point of Contact: Information regarding the purchasing process and the contents of this RFP may be obtained from the Collin County Purchasing Department or email Sara Hoglund, shoglund@co.collin.tx.us.
- 5.9 Insurance: Collin County shall require insurance per Exhibit "E" of the Services Agreement to be provided upon award of a contract.
- 5.10 General Information

For the purposes of this document, a pre-employment psychological evaluation is a specialized examination to determine whether a public safety applicant meets the minimum requirements for psychological suitability mandated by jurisdictional statutes and regulations, as well as any other criteria established by Collin County.

Per Texas regulations, the minimum requirements for psychological suitability are that the applicant be free from any emotional or mental condition that might adversely affect the performance of safety-based duties and responsibilities and be capable of withstanding the psychological demands inherent in the prospective position.

Examinations will be in accordance with Texas Administrative Code 217.

The Collin County Sheriff's Office is located at
4300 Community Ave
McKinney, TX 75071

- 5.11 Qualifications
- 5.11.1 Examiners shall be individuals certified as a psychologist who is licensed by the Texas State Board of Examiners of Psychologists.

- 5.11.2 In all cases, the examiner must have expertise in clinical assessment as well as in the assessment of normal personality characteristics, skills, and abilities relevant to personnel selection. Examiners must provide assessment services only within the boundaries of their competence based on their education, training, supervised experience, consultation, study, and professional experience.
- 5.11.3 Examiner must be experienced specifically in the provision of pre-employment psychological evaluations for public safety positions. Evidence of regular, ongoing continuing education and training that is specific to pre-employment screening must be provided.
- 5.11.4 Examiners must base their work on established scientific and professional knowledge of the discipline. Examiners should be familiar with the research literature available on psychological testing for public safety positions.
- 5.11.5 Examiners must be familiar with employment law impacting the conduct of pre-employment psychological evaluations, including but not limited to the ADA, ADAAA, GINA, HIPAA and other federal and state laws applicable to the practitioner's jurisdiction. Examiners should consult with legal counsel when appropriate.
- 5.11.6 Examiners must adhere to ethical principles and standards for practice in their profession and jurisdiction.
- 5.11.7 Examiners must decline to accept a referral when personal, professional, legal, financial, or other competing interests or relationships could reasonably be expected to: (a) impair their objectivity, competence, or effectiveness in performing their functions; or (b) expose the person or agency with whom the professional relationship exists to harm or exploitation (e.g., conducting an evaluation on an applicant who had previously been in counseling or therapy with the examiner, evaluating an individual with whom there has been a business or significant social relationship).

5.12 Job Analysis

- 5.12.1 The examiner shall be familiar with the duties appropriate to the type of license sought and familiar with the overall hiring/selection process of Collin County, agency assessment standards, and procedures required by law.
- 5.12.2 Information about the required duties, responsibilities, working conditions, and other psychologically relevant job characteristics shall be obtained prior to beginning the psychological evaluation. This information shall be directed toward identifying skills, behaviors, attributes and other personal characteristics associated with effective and counterproductive job performance.

5.13 Disclosure

- 5.13.1 Prior to the administration of any psychological instruments and interview, the examiner shall disclose information to the applicant that includes: (a) the nature and objectives of the evaluation; (b) the intended recipients; (c) a statement that the hiring agency is the client; (d) the probable uses of the evaluation and the information obtained; and (e) the limits of confidentiality.
- 5.13.2 The disclosure shall be documented in writing and signed by the applicant.

5.14 Testing

- 5.14.1 A written psychological test battery relevant to the purpose of the evaluation is to be administered to the applicant. The test instruments shall have documented reliability, validity, and other empirical evidence supporting their use in the pre-employment

evaluation of public safety applicants.

- 5.14.2 At least two instruments of evaluation shall be used, one which measures personality traits and one which measures psychopathology; and a face-to-face interview conducted after the instruments have been scored.
- 5.14.3 Psychological test materials shall be administered in a manner consistent with publishers' guidelines and professional standards.
- 5.14.4 Test scales, profiles, and reports used for selection purposes shall be produced using current software or scoring keys licensed by the test publisher.
- 5.14.5 The results of the written test battery shall be verified and reviewed by the examiner before the interview is conducted. Psychological test results shall be interpreted in accordance with guidelines provided in their professional manuals and as warranted by the findings reported in peer-reviewed literature. Specific cut-off scores shall be used only when there is adequate statistical evidence that such scores are predictive of personality, mental health concerns and/or behavior relevant to job performance.
- 5.14.6 Psychological assessment instruments not yet validated for use in evaluating public safety applicants shall not be used for decision making during the data gathering process.
- 5.14.7 The examiner is responsible for ensuring that the security and confidentiality of all testing materials (e.g., test booklets/items), psychological reports and raw data are maintained in a manner consistent with pertinent law and standards of professional conduct.

5.15 Interview

- 5.15.1 Individual face-to-face interviews with applicants shall be conducted before a final determination of the applicant's psychological suitability is made. The purpose of the interview is to provide relevant interpersonal and mental status information about the candidate, and to confirm and/or clarify test scores, personal history, and related information collected during the psychological evaluation.
- 5.15.2 Interviews shall be conducted in a consistent, comprehensive manner and focused exclusively on the collection of information relevant to the purpose of the evaluation and agency-specific selection criteria.
- 5.15.3 Face-to-face interviews shall never be conducted via electronic communication such as Skype.
- 5.15.4 Interviews may be conducted off-site at the provider's office or on-site at the Collin County Sheriff's Office.
- 5.15.5 A single appointment is preferred to complete the psychological test and interview.

5.16 Technology Considerations

- 5.16.1 Examiners who make use of electronic technology shall take steps to ensure: (a) their competence with the technologies used; (b) that relevant authorizations and safeguards are in place; and (c) adherence to professional and industry standards.

5.17 Background Information

- 5.17.1 Information regarding the applicant's relevant history (e.g., school, work, interpersonal, family, legal, financial, substance use, mental health) shall be collected and integrated with psychological test and interview data in a standardized manner.
- 5.17.2 When available, relevant information from the background investigation and methods used for the detection of deception shall be shared with the examiner by Collin County. If

background investigation findings are not provided to the examiner in advance of the evaluation, it is desirable for the examiner to communicate with designated hiring agency staff prior to making a final suitability determination in order to compare and reconcile information obtained from the applicant. In all cases, substantive discrepancies between information obtained in the psychological evaluation and other stages of the hiring process shall be reviewed thoroughly with the hiring agency before a final hiring decision is made.

- 5.17.3 If relevant to psychological suitability, health records shall be obtained from treating healthcare professionals and reviewed before a final determination is made of the applicant's suitability. When such records are unavailable, consideration shall be given to deferring the suitability determination until the health record can be reviewed or the basis for the concern is otherwise resolved.

5.18 Reports

- 5.18.1 The hiring agency administrators directly involved in making employment decisions shall be provided with a written recommendation of the examiner's determination regarding the applicant's psychological suitability for employment.
- 5.18.2 The recommendation shall be based upon an analysis of all psychological assessment materials, including background information, test data, and interview results.
- 5.18.3 Ratings and/or recommendations for employment based upon the results of the evaluation must be expressly linked to the job-analytic information provided.
- 5.18.4 Clinical diagnoses or psychiatric labeling of applicants should be avoided unless relevant to the examiner's conclusion, necessary for the hiring agency to make an employment decision, and/or required by law. In all cases, the report shall be focused on the individual applicant's ability to safely and effectively perform the essential functions of the position under consideration.
- 5.18.5 Conclusions concerning an applicant's qualifications shall be based generally on consistencies across data sources rather than a single source; examiners should justify exceptions to this guideline.
- 5.18.6 General results shall be directed to the designated Sheriff's Office supervisor in charge of the Professional Standards Division. These reports are not to include specific medical or psychological information or diagnosis.
- 5.18.7 Any records or reports that contain medical or specific psychological information/diagnosis shall be provided directly and solely to the Collin County Human Resources Office.
- 5.18.8 Records are not to be released to third parties.
- 5.18.9 The candidate may request and receive copies of their own records in accordance with state and federal laws.
- 5.18.10 The examiner will provide to the Collin County Sheriff's Office a completed L-3 form for each applicant who is deemed to be in satisfactory psychological and emotional health to perform the duties of the position for which they are being appointed.
- 5.18.11 Recommendations regarding an applicant's suitability for employment shall be valid for no longer than 180 days from completion of the evaluation. The report shall clearly state the period of time for which the evaluation is considered valid.
- 5.18.12 The written report provided to the agency shall be securely maintained in accordance with federal, state, and professional requirements.
- 5.18.13 Reports shall be transmitted to the County in a secure electronic format.

In accordance with the directions below, contractor shall provide a response for each item in Section 6.2 – 6.8 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. Proposal shall include but not be limited to information on each of the following:

6.2 The proposal shall be divided into tabbed, marked sections and shall include but not limited to information for each of the following:

6.2.1 **FIRM OVERVIEW**

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

6.2.1.1 A descriptive background of your company’s history. What is your primary line of business?

6.2.1.2 State your principal business location and any other site where examinations may be completed.

6.2.1.3 State your office hours.

6.2.1.4 How long have you been providing service(s)?

6.3 **PROPOSED PROJECT TEAM/STAFF QUALIFICATIONS/ EXPERIENCE/ CREDENTIALS**

6.3.1 Provide credentials and qualifications for each team member or key personnel on the project to show that examiner meets requirement for item 4.11.1.

6.3.2 Provide summary of each examiners experience in a CV or similar format or other narrative document.

6.4 **TIME SCHEDULE**

6.4.1 Provide number of days notice that is required to schedule an appointment.

6.4.2 Provide number of days to provide the L-3 form to Collin County after testing has been completed.

6.5 REQUIREMENTS

6.5.1 Contractor shall respond to all requirements (see items 4.11 – 4.18). In addition to responding to each item, provide responses to the items below:

6.5.1.1 Per item 5.13.2 provide a sample disclosure statement

6.5.1.2 Per item 5.14.2 specify which instruments shall be used

6.5.1.3 Per item 5.15.5 specify how many appointments are required to complete testing and interview, as well as the approximate amount of time each appointment will take

6.5.1.4 Per item 5.17.1 specify how examiner will collect applicant's relevant history.

6.5.1.5 Per item 5.18.6 provide a sample report/format that will be provided to Collin County Sheriff's Office.

6.5.2 Any responses that are answered as a yes mean that the Examiner system will fully comply with no Exceptions. If the response is "no" an explanation shall be included in your proposal in Section 7.0 Exceptions.

6.6 REFERENCES

6.6.1 Offeror is requested to include at least three (3) references with names, addresses, telephone, email address and description of services provided.

6.7 SIMILAR PROJECTS INVOLVED WITH

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

6.8 PRICING/FEES (Provide as a separate attachment, do not include in proposal)

6.4.1 State cost for each pre-employment psychological evaluation completed on-site at the Collin County Sheriff's Office.

6.4.2 State cost for each pre-employment psychological evaluation completed off-site at the Examiner location.

6.4.3 State any additional costs.

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.

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

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas, hereinafter referred to as "County", and, _____, a _____ Corporation, hereinafter referred to as "Provider", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the County desires to engage the services of the Provider to perform related services in connection with Pre-Employment Psychological Testing for Law Enforcement, hereinafter referred to as the "Project"; and

WHEREAS, the Provider desires to render such services for the County upon the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

1. Retention of the Provider

The County hereby agrees to retain the Provider to perform services in connection with the Project; Provider agrees to perform such services in accordance with the terms and conditions of this Agreement, exercising the same degree of care, skill, and diligence as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.

II. Scope of Services

2.1 The parties agree that Provider shall perform such services as are set forth herein and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. Work for each phase shall be preceded by a Notice to Proceed issued by County. The parties understand and agree that deviations or modifications in the form of written contract amendments may be authorized from time to time by the County.

III. Schedule of Services

3.1 The Provider agrees to commence its services immediately upon execution of this Agreement, or as otherwise directed in writing by the County, Provider shall not be considered in default of this Agreement for delays in performance caused by circumstances beyond its reasonable control. Should such circumstances occur, the Provider shall, within a reasonable time of being prevented from performing, give written notice to the County describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

3.2 The County shall not be independently liable to the Provider for any delay or interference caused by circumstances beyond the County's control or any delay caused by any other person or entity.

IV. Compensation and Method of Payment

The parties agree that Provider shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto as Exhibit "B" and thereby made a part of this Agreement. Provider further agrees that it will prepare and present such itemized statements as are described in said Exhibit "B". Payment will be made in accordance with The Texas Government Code, Title 10, Subtitle F, Chapter 2251. Provider further agrees to the following terms prior to payment being due by County:

A. Invoice and Payment

- (1) The Provider shall provide the County sufficient documentation to reasonably substantiate the invoices.
- (2) The Provider will issue monthly invoices for all work performed under the Agreement.
- (3) In the event of disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. The County will exercise reasonableness in contesting any portion thereof. NO interest will accrue on any contested portion of the billing until mutually resolved.
- (4) In the event of any conflict between Paragraph IV and Chapter 2251 of the Texas Government Code, The Texas Government Code shall prevail.

V. Insurance

Provider agrees to meet all insurance requirements as set forth on Exhibit "C" which is attached hereto and thereby made a part of this Agreement.

VI. Indemnity

Provider agrees to the fullest extent permitted by law, to indemnify and hold harmless the County and its officers, agents, and employees of the from damages, injuries (including death), claims, property damages (including loss of use), losses, demand suits, judgements and costs including reasonable attorney's fees and expenses arising of or occasioned by Provider's breach of any of the terms or provisions of this Agreement, or by any other negligent act, error or omission of the Provider, its agents, servants, employees, subcontractors, licensees, invitees, or any other persons or entities for whose acts the Provider or County is legally liable.

VII. Independent Contractor

In the performance of services hereunder, the Provider shall be deemed an independent contractor and shall not, with respect to its acts or omissions, be deemed an agent, subcontractor or employee of the County.

VIII. Assignment and Subletting

The Provider agrees that neither this Agreement nor the services to be performed hereunder will be assigned or sublet without the prior written consent of the County. The Provider further agrees that the assignment or subletting or any portion or feature of the services required in the performance of this Agreement shall not relieve the Provider from its full obligations to the County as provided by this Agreement.

IX. Audits and Records/Prohibited Interest

9.1 The Provider agrees that at any time during normal business hours, and as often as County may deem necessary, Provider shall make available to representatives of the County for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the County to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of three (3) years from the date of final settlement of this Agreement or of such other or longer period, if any, as may be required by applicable statute or other lawful requirements.

9.2 The Provider agrees that it is aware of the conflict of interest requirements of the state law which are applicable to persons entering into contracts with the County and will abide by the same. Further, a lawful representative of Provider shall execute the Affidavit shown in Exhibit "D". Provider understands and agrees that the existence of a conflict of interest during the term of this Agreement will render the agreement voidable.

10.3 The Provider acknowledges to the County that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interest, direct or indirect, in property abutting the proposed Project.

X. Contract Termination

The parties agree that County shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to Provider. In the event of such termination without cause, Provider shall deliver to County all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Provider in connection with this Agreement. Provider shall have the right to terminate this Agreement upon thirty (30) days written notice to County in the event of the County's breach of any material term of this Agreement, including but not limited to compensation and method of payment. Regardless of which party initiates termination, Provider shall be entitled to compensation for any and all services completed to the satisfaction of County in accordance with the provisions of this Agreement prior to termination.

XI. Complete Contract

11.1 This Agreement, including the exhibits hereto numbered "A" through "D", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument, signed by the County and the Provider.

11.2 Warranties contained in this Agreement are in addition to and not in lieu of, any and all other liability imposed upon the Provider by law with respect to the Provider's duties, obligations, and performance hereunder. The Provider's liability hereunder shall survive the County's final acceptance and payment for the Project. All representations and warranties set forth in this Agreement, including without limitation, this paragraph, shall survive the final completion of the Work or earlier termination of this Agreement. The Provider acknowledges that the County is relying upon the Provider's skill and experience in performing the services pursuant to this Agreement.

XII. Mailing of Notices

Unless instructed otherwise in writing, Provider agrees that all notices or communications to the County permitted or required under this Agreement shall be addressed to the County at the following address:

County agrees that all notices or communications to Provider permitted or required under this Agreement shall be addressed to Provider at the following address:

Collin County Purchasing Dept	and	Collin County Administrative Services
Attn: Purchasing Agent		Attn: Director or Administrative Services
2300 Bloomdale, Suite 3160		2300 Bloomdale, Suite 4192
McKinney, TX 75071		McKinney, TX 75071

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the date such notice or communication is posted by the sending party.

XIII. Miscellaneous

A. Paragraph Headings

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

B. Interpret Contract Fairly

Although this Agreement is drafted by County, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorable for either party.

C. Venue/Governing Law

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County, Texas. The venue for any litigation related to this Agreement shall be in Collin County, Texas.

D. Parties Bound

County and Provider, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

E. Severability

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect.

F. Effective Date

This Agreement shall be effective from and after execution by both parties hereto.

G. Term of Agreement

The term of the contract shall be a period of one year commencing on the date of award.

H. Observe and Comply

Provider shall at all times observe and comply with all federal and State laws and regulations and with all City ordinances and regulations which in any way affect this Agreement and the work hereunder, and shall observe and comply with all orders, laws, ordinances and regulations which may exist or may be enacted later by governing bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof shall be considered. Provider agrees to defend, indemnify and hold harmless County and all of its officers, agents, and employees from and against all claims or liability arising out of the violation or any such order, law, ordinance, or regulation, whether it be by itself or its employees.

I. 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.

WITNESS OUR HANDS AND SEALS on the date indicated below.

COLLIN COUNTY, TEXAS

Date: _____

By: _____
Michalyn Rains, CPPO, CPPB
Purchasing Agent
Court Order No. _____

Date: _____

By: _____
Title: _____

EXHIBIT "A"

SCOPE OF SERVICES

SAMPLE

EXHIBIT "B"

PAYMENT SCHEDULE

Invoices will be transmitted to the County on a monthly basis. A derivation of the total contract fee is as follows:

SAMPLE

EXHIBIT "C"

INSURANCE REQUIREMENTS

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

1.1 **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

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

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

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

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

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

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.

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

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.

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.

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

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

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

4.0 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:

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

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

SAMPLE

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:

Cynthia Jacobson, HR Director
Julie Rutherford, Risk Manager
Emily Tyner, HR Generalist
Sheriff Jim Skinner
Steven Asher, Commander

Purchasing:

Michalyn Rains, CPPO, CPPB – Purchasing Agent
Michelle Charnoski, CPPB – Asst. Purchasing Agent
Sara Hoglund, CPPB – Senior Buyer

Commissioners' Court:

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

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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.

