

Solicitation 2013-264

Professional Services, Audit

Bid designation: Public



Collin County

Bid 2013-264 Professional Services, Audit

Bid Number	2013-264
Bid Title	Professional Services, Audit
Bid Start Date	In Held
Bid End Date	Aug 8, 2013 2:00:00 PM CDT
Question & Answer End Date	Aug 2, 2013 5:00:00 PM CDT
Bid Contact	Judy Davis Contract Administrator Purchasing 972-548-4122 judydavis@co.collin.tx.us
Contract Duration	365 days
Contract Renewal	Not Applicable
Prices Good for	30 days
Pre-Bid Conference	Jul 30, 2013 9:00:00 AM CDT Attendance is optional Location: Pre-Proposal Conference will be held 9:00 a.m. on July 30, 2013 at the Collin County Administration Building, 2300 Bloomdale Road, McKinney, TX 75071 in the Auditor's Conference Room (3rd Floor) to answer questions about the engagement. All prospective offerors are requested to have a representative present. It is the offeror's responsibility to review the site and documents to gain a full understanding of the requirements of the RFP.
Standard Disclaimer	***Note to Bidders/ Offerors~ The following standard disclaimer applies to Invitation to Bid (IFB), Competitive Sealed Proposal (CSP), and Request for Proposal (RFP) ONLY, not applicable to Request for Qualifications (RFQ) or Request for Information (RFI).*** Mailing Address: Collin County Purchasing 2300 Bloomdale Rd., Ste 3160 McKinney, TX 75071 Prices bid / proposed shall only be considered if they are provided in the appropriate space (s) on the Collin County bid form(s). For consideration, any additions or deductions to the bid / proposal prices offered must be shown under the exceptions section of the bid / proposal in the case of electronic submittal, ONLY in the case of a hard copy submittal will an additional attachment be allowed. Extraneous numbers, prices, comments, etc. or bidder / offeror generated documents appearing elsewhere on the bid or as an additional attachment shall be deemed to have no effect on the prices offered in the designated locations. All delivery and freight charges (F.O.B. inside delivery at Collin County designated locations) are to be included as part of the bid / quote / proposal price. All components required to render the item complete, installed and operational shall be included in the total bid / quote / proposal price. Collin County will pay no additional freight / delivery / installation / setup fees.
Bid Comments	Collin County ("County") is requesting proposals from qualified firms of certified public accountants to audit its financial statements for the calendar year ending September 30, 2013, with the County option of the selected firm auditing its financial statements for each of the two subsequent fiscal years. These audits are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the General Accounting Office's (GAO) Government Auditing Standards (2007), the provisions of the federal Single Audit Act of 1984 (as amended in 1996) and U.S. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

Item Response Form

Item **2013-264--01-01 - State maximum price for 2013 Audit per Appendix C, Part 1 Total**

Quantity **1 job**

Unit Price

Delivery Location

Collin County

Collin County- See P.O.

See P.O. for Delivery Location

2300 Bloomdale Rd.

Ste. 3160

McKinney TX 75071

Qty 1

Description

State maximum price for 2013 Audit per Appendix C, Part 1 Total

**COLLIN COUNTY, TEXAS
REQUEST FOR PROPOSALS**

RFP 2013-264

COUNTY OF COLLIN, TEXAS

REQUEST FOR PROPOSALS FOR PROFESSIONAL AUDITING SERVICES

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I. INTRODUCTION

A. General Information

Collin County ("County") is requesting proposals from qualified firms of certified public accountants to audit its financial statements for the calendar year ending September 30, 2013, with the County option of the selected firm auditing its financial statements for each of the two subsequent fiscal years. These audits are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the General Accounting Office's (GAO) *Government Auditing Standards* (2007), the provisions of the federal Single Audit Act of 1984 (as amended in 1996) and U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

A discussion and question conference for all the firms interested in submitting a proposal will be held at 9:00 a.m. on July 9, 2013 at the Collin County Administration Building, 2300 Bloomdale Road, McKinney, TX 75071 in the Auditor's Conference Room (3rd Floor) to answer questions about the engagement. At all times, any inquiries concerning the request for proposals should be addressed to Judy Davis, Purchasing Office. All interested audit firms will be provided with a copy of the minutes of the conference.

To be considered, all interested firms must follow the submission requirements set forth in this Request for Proposal. If proposers submit a hard copy, a DVD with the proposal shall be submitted.

It is anticipated the selection of a firm will be completed by September, 2013.

B. Term of Engagement

Provide for a term contract of one (1) year beginning October 1, 2013 for the purpose of auditing the County's financial statements for calendar year ending September 30, 2013, with the option to renew for two (2) additional one year periods.

II. NATURE OF SERVICES REQUIRED

A. General

Collin County is soliciting the services of qualified firms of certified public accountants to audit its financial statements for the year ending September 30, 2013, with a County option for the selected firm to audit the County's financial statements for each of the two subsequent fiscal years. These audits are to be performed in accordance with the provisions contained in this request for proposals.

B. Scope of Work to be Performed

The County requires the following audits to be performed; main audit, and two (2) single audits (Federal and State) for TJPC (Juvenile) and CJAD (Adult Probation).

The County requires the auditor to express an opinion on the fair presentation of its basic financial statements in conformity with generally accepted accounting principles.

The County also desires the auditor to express an opinion on the fair presentation of County combining and individual fund financial statements and schedules in conformity with generally accepted accounting principles. The auditor is not required to audit the supporting schedules contained in the comprehensive annual financial report. However, the auditor is to provide an "in-relation-to" report on the supporting schedules based on the auditing procedures applied during the audit of the basic financial statements and the combining and individual fund financial statements and schedules. The auditor is not required to audit the introductory section or the statistical section of the report.

The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

The auditor is not required to audit the schedule of expenditures of federal awards. However, the auditor is to provide an "in-relation-to" report on that schedule based on the auditing procedures applied during the audit of the financial statements.

As required as an integral part of an audit, the auditor is expected to obtain an understanding of the internal control structure of the County and whether the internal controls have been placed in operation.

The auditor's review of procedures and controls surrounding the use of technology must be performed to provide assurance of the reliability of financial results produced from or maintained on county Information Technology resources. Through this testing and their related activities, the selected audit firm will need to consider the unique environment presented by the distributed control over information systems used to originate and process financial transactions in each of the county's departments and elected official's offices. The audit firm must provide sufficient resources for the completion of a comprehensive assessment of both application and general computer controls assessment. At a minimum, this assessment must address the requirements of the AICPA's Statement of Audit Standard (SAS) 109 and 110 (the design and operational

effectiveness of application and general controls which include logical and physical security, change control, environmental controls).

C. Auditing Standards to be Followed

To meet the requirements of this request for proposals, the audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S. General Accounting Office's *Government Auditing Standards* (1994), the provisions of the Single Audit Act of 1984 (as amended in 1996) and the provisions of U.S. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, Audits of State and Local Governments.

In addition, the audit shall be performed in accordance with the requirements of Texas Administrative Code, Title 22, Part 22, Chapter 501, Subchapter B, Rules §501.60, §501.61, and §501.62.

D. Reports to be Issued

Following the completion of the audit of the County's 2013 fiscal year's financial statements and other required work, the auditor shall issue:

1. A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles, including an opinion on the fair presentation of the supplementary schedule of expenditures of federal awards in relation to the audited financial statements.
2. A report on compliance and internal control over financial reporting based on an audit of the financial statements.
3. A report on compliance and internal control over compliance applicable to each major federal program.

In the required report[s] on compliance and internal controls, the auditor shall communicate to the County any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize and report financial data consistent with the assertions of management in the financial statements. Reportable conditions that are also material weaknesses shall be identified as such in the report. Non-reportable conditions discovered by the auditors shall be reported in a separate letter to County management, which shall be referred to in the report[s] on compliance and internal controls.

The reports on compliance and internal controls shall include all instances of noncompliance.

Irregularities and illegal acts. Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties:

County Administration Manager
County Auditor

Auditors shall assure themselves that the Commissioners' Court is informed of each of the following:

1. The auditor's responsibility under generally accepted auditing standards.
2. Significant accounting policies.
3. Management judgments and accounting estimates.
4. Significant audit adjustments.
5. Other information in documents containing audited financial statements.
6. Disagreements with management.
7. Management consultation with other accountants.
8. Major issues discussed with management prior to retention.
9. Difficulties encountered in performing the audit.

E. Special Considerations

1. The County will send its comprehensive annual financial report to the Government Finance Officers Association of the United States and Canada for review in its Certificate of Achievement for Excellence in Financial Reporting program. It is anticipated that the auditor will not be required to provide special assistance to the County to meet the requirements of that program.
2. The County currently anticipates it will prepare one or more official statements in connection with the sale of debt securities, which will contain the general-purpose financial statements and the auditor's report thereon. The auditor shall be required, if requested by the fiscal advisor and/or the under-writer, to issue a "consent and citation of expertise" as the auditor and any necessary "comfort letters."
3. The County has determined that the Texas Department of State Health Services will function as the cognizant agency in accordance with the provisions of the Single Audit Act of 1984 and U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.
4. The Schedule of Expenditures of Federal Awards and related auditor's report, as well as the reports on the internal control structure and

compliance are not to be included in the comprehensive annual financial report, but are to be issued separately.

F. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of five (5) years, as required by Texas Administrative Code, Title 22, Part 22, Chapter 501, Subchapter C, Rule § 501.76, unless the firm is notified in writing by the County of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to representatives of the County. In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

III. BACKGROUND INFORMATION

A. County Auditor

The auditor's principal contact with the "County" will be Jeff May, County Auditor, or a designated representative, who will coordinate the assistance to be provided by the "County" to the auditor.

B. Background Information

Collin County serves an area of about 847 square miles with an estimated population of 843,000. The County's fiscal year begins on October 1 and ends on September 30. The County provides the traditional governmental services of Public Safety, Public Works, Justice, General Administration, Parks & Recreation, Jail Operations, and other county-related activities.

The Collin County 2013 General Fund Budget is \$151,995,430, the adopted operating budget for the county is \$173,790,360. The operating budget has \$82,532,372 payroll budgeted for 1,781 full-time employees. Other information about the County includes:

	<u>FY2012</u>
Purchased Orders Issued	10,333
Accounts Payable Checks Issued	17,996
AP Invoices Processed	48,758
Payroll Checks Issued	9,500
Direct Deposit Payroll Transactions	38,220
Jury Checks Issued	22,390
Cash Receipts Issued by Treasury	10,131
Number of Deposits Processed by Treasury	4,562
Purchasing Card Transactions	3,138
Purchasing Cards Issued	254

Purchasing Card Dollar Volume	\$405,507
Property Taxes – Levied	\$172,922,831
Property Taxes Collected	\$175,548,524

The County is organized into departments and elected official offices. The accounting and financial reporting functions of the County are centralized in the County Auditor's office. Cash receipts are decentralized into various offices and departments. More detailed information on the government and its finances can be found in the 2013 Comprehensive Annual Financial Report and the 2013 Annual Budget document. These documents are available from the County Auditor or County Administrator, or on the Collin County website.

C. Fund Structure

The County uses the following fund types and account groups in its financial reporting:

Fund Type	No. of Individual Funds	No. of Rolled Up Funds Reported in CAFR
General Fund	16	1
Special Revenue Funds	59	42
Debt Service Funds	22	1
Capital Projects Funds	33	9
Enterprise Funds	1	1
Internal Service Funds	0	0
Agency Funds	29	0
Others	3	0

D. Budgetary Basis of Accounting

The County does not prepare its budgets on a basis consistent with generally accepted accounting principles. All legal annual operating budgets are prepared using the modified accrual basis of accounting, modified further by the encumbrance method of accounting. Under this basis revenues are recognized in the accounting period in which they become measurable and available. Expenditures are recognized in the accounting period in which the fund liability is incurred, if measurable.

E. Federal and State Awards

See the FY2012 Single Audit Report for a listing of all Federal and State Awards.

F. Pension Plans

Collin County participates in the Texas County and District Retirement System.

G. Component Unit

Collin County is defined, for financial reporting purposes, in conformity with the Governmental Accounting Standards Board's *Codification of Governmental Accounting and Financial Reporting Standards*, Section 2100. Using these criteria, there is one component unit included in the Collin County financial statements.

H. Computer Systems

Hardware and Software

The County currently uses an IBM I-Series environment with DB2 database to host and support its current HTE Financial System. Transaction source systems reside in an IBM Blade Center environment utilizing multiple virtual (VMware) or a dedicated hardware server. Regardless of the hardware, these environments run on a version of the Microsoft Windows Server operating system and rely upon Microsoft SQL Server databases.

I. Internal Audit Function

The County Auditor has internal auditors on staff which continuously monitors transactions and internal controls. The internal audit staff reports directly to the County Auditor. Internal audit reports are submitted directly to the Commissioners' Court as an agenda item for acceptance into the record.

J. Availability of Prior Audit Reports and Working Papers

Interested proposers who wish to review prior years' audit reports and management letters should contact Mr. Chris Pruitt, Patillo, Brown & Hill, LLP, Waco, Texas, 78702, 254-772-4901.

Collin County will use its best efforts to make prior audit reports and supporting working papers available to proposers to aid their response to this request for proposals.

IV. TIME REQUIREMENTS

A. Proposal Calendar

The following is a list of key dates up to and including the date proposals are due to be submitted:

Request for proposals issued	July 22, 2013
Discussion and question conference – 9 a.m.	July 30, 2013
Due date for proposals – 2 p.m.	Aug. 8, 2013

Interviews by the Collin County

Week of August 26, 2013

B. Notification and Contract Dates

Contract Award

September, 2013

C. Date Audit May Commence

The County will have all year-end records ready for the audit and audit schedules prepared by January 10, 2014. Preliminary fieldwork can be performed up to six weeks prior to this date.

D. Schedule for the 2013 fiscal year audit

The auditor shall complete each of the following no later than the dates indicated. (Note: The County will present a supplemental schedule for each subsequent year.)

1. Interim Work

The auditor shall complete all interim work by December 31, 2013.

2. Detailed Audit Plan

The auditor shall provide Collin County by October 29, 2013, both a detailed audit plan and a list of all schedules to be prepared by Collin County.

3. Fieldwork

The auditor shall complete all fieldwork by March 1, 2014.

4. Draft Reports

The auditor shall have drafts of the recommendations to management available for review by the County Auditor and the County Administrator by March 10, 2014.

E. Entrance Conferences, Progress Reporting and Exit Conferences

At a minimum, the following conferences should be held by the dates indicated on the schedule. (Note: The County will present a supplemental schedule for each subsequent year.)

1. Week of **10-01-13**: Entrance conference with all key County Auditor office department personnel
 - w The purpose of this meeting will be to discuss prior audit problems and the interim work to be performed.
 - w This meeting will also be used to establish overall liaison for the audit and to make arrangements for work space and other needs of the auditor.
2. Week of **12-15-13**: Progress conference with the County Auditor and key office personnel
 - w The purpose of this meeting will be to discuss the year-end work to be performed.
3. Week of **01-01-14**: Progress conference with the County Auditor and key office personnel. Subsequent meetings will be weekly with the senior on site and the manager or partner as needed.
 - w The purpose of this meeting will be to discuss the status and progress of the year-end work performed.
4. Week of **03-15-14**: Exit conference with the County Auditor and key office personnel
 - w The purpose of this meeting will be to summarize the results of the fieldwork and to review significant findings.

F. Date Final Report is Due

The County Auditor Department shall prepare draft financial statements, MD&A, notes and all required supplementary schedules (and statistical data) by March 1, 2014. The auditor shall provide all recommendations, revisions and suggestions for improvement to the County Auditor Department by March 1, 2014.

The County Auditor Department will complete their review of the draft report as expeditiously as possible. It is not expected that this process should exceed one week. During that period, the auditor should be available for any meetings that may be necessary to discuss the audit reports. Once all issues for discussion are resolved, the County will take the final signed report to a printer to be reproduced. It is anticipated that this process will be completed and the final report delivered by March 27, 2014.

V. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

A. County Auditor Assistance

The County Auditor staff will be available during the audit to assist the selected firm by providing information, documentation and explanations. The preparation of confirmations will be the responsibility of the County.

B. Internal Audit Staff Assistance

The internal audit staff of the County Auditor Department will be available to assist the auditor in performing audit tests as directed by the Auditor.

C. Information Technology Assistance

County IT personnel will be available to provide systems documentation and explanations. The Auditor will be provided computer time and the use of County computer hardware and software.

D. Statements and Schedules Prepared by County Auditor Staff

The County Auditor staff has previously prepared the majority of the Auditor's statements and schedules. It is anticipated this will continue, depending on the complexity of such work requested.

E. Work Area, Telephones, Photocopying and FAX Machines

The County will provide the auditor with reasonable workspace, desks and chairs.

The auditor will also be provided with access to telephones, photocopying facilities and FAX machines.

F. Report Preparation

Report preparation, initial editing and printing shall be the responsibility of the County. Final report editing, in the form of a "camera-ready" copy appropriate for delivery to the printer, is the responsibility of the Auditor. The County requires a final copy in pdf format for publishing the report to the County web-site.

VI. PROPOSAL REQUIREMENTS

A. General Requirements

Proposals received after the date and time required by and stated in this RFP shall not be considered. The County reserves the right to reject any or all proposals and to waive any minor informality, technicality or irregularity in any proposal.

All proposals and related reference information submitted in response to this RFP will become the property of the County and will not be returned. Each entity submitting a proposal waives any right of confidentiality as to the proposal documents. If an entity submitting a proposal considers certain material in the proposal proprietary information, it shall clearly designate those portions of the proposal it wishes to remain confidential. As a public entity, the County is subject to making records available for public disclosure. The County will attempt to maintain the confidentiality of material marked proprietary; however, it cannot guarantee that information will not be made public.

The County reserves the right to (1) accept or reject any and all proposals and to waive any technicalities or irregularities involving any proposal and to cancel the RFP process at any time prior to entering into a formal contract for auditing services, (2) not award a contract for any or all of the services that are the subject of this RFP process, (3) negotiate contract terms acceptable to the County with the successful auditor and (4) disregard all nonconforming, non-responsive or conditional proposals

During the evaluation process, the "County" reserves the right to request additional information or clarifications from those firms submitting proposals and to allow corrections of errors and/or omissions.

Submission of a proposal indicates acceptance by the firm submitting the proposal of the terms, conditions and specifications contained in this RFP to include the contract requirements set forth herein.

The "County" will not pay for any information herein requested, nor is it liable for any costs incurred by those firms submitting proposals. The "County" reserves the right to select the proposal that will best meet the needs of the "County." Proposals that do not meet the stated requirements will be considered in non-compliance and will be disqualified unless the "County" waives such non-compliance.

No proposal may be withdrawn for a period of ninety (90) days from the date set for the opening thereof.

By submission of a proposal, each entity submitting a proposal certifies and acknowledges that:

It has not paid nor agreed to pay any person, other than a bona fide employee, a fee or a brokerage fee resulting from the award of the contract. The "County" may, by written notice to the entity submitting the proposal reject the RFP or cancel any award under this RFP if it is found by the "County" that gratuities, in the form of entertainment, gifts or otherwise were offered or given to any representative of the "County" with a view toward securing an order or other favorable treatment with respect to this RFP or the entity submitting the proposal participated in collusion with another entity to restrain or eliminate competition.

The contents of this RFP and any clarifications distributed or issued by the County shall become part of the contractual obligation and incorporated by reference into the ensuing contracts as the County deems appropriate.

B. Process

1. Discussion and Question Conference / On-Site Inspections

The County has scheduled a discussion and question conference in order to ensure that responses meet the RFP requirements. This conference will be held at 9:00 a.m., July 30, 2013, Auditor's Conference Room (3rd Floor) Jack Hatchell Administration Building, 2300 Bloomdale Road, McKinney, TX 75071.

Both verbal and written questions will be accepted during the conference. Minutes of the conference will be provided in an addendum to the Request for Proposal and posted on www.bidsync.com.

Following the conference, representatives of the various departments within Collin County will be available to discuss their operations and conduct on-site inspections for interested proposers.

2. Inquiries

Inquiries concerning the request for proposals and the subject of the request for proposals must be made to:

Judy Davis
Purchasing Department
Collin County
2300 Bloomdale Road, Suite 3160
McKinney, TX 75071
E-mail judydavis@co.collin.tx.us
Phone: 972-548-4122

3. Submission of Proposals

The following material must be received by 2:00 p.m., August 8, 2013, for a proposing firm to be considered. The proposal shall, at a minimum, include a Table of Contents detailing sections and corresponding page numbers, and shall be printed on letter-size (8-1/2"x 11") paper and if submitting manually, assembled with spiral-type bindings or staples. DO NOT USE METAL-RING HARD COVER BINDERS (If providing hard copy)

- a. Proposers may submit via www.bidsync.com or if submitting via hard copy a master copy (so marked) of a Technical Proposal and three (3) copies, plus a DVD in a separate sealed envelope marked as follows:

PROPOSAL FOR COLLIN COUNTY FOR PROFESSIONAL
AUDITING SERVICES

2:00 p.m. August 8, 2013

All proposals shall include the following:

- i. Title Page

Title page showing the request for proposals' subject; the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.

- ii. Table of Contents

- iii. Transmittal Letter

A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for 2013.

- iv. Detailed Proposal

The detailed proposal should follow the order set forth in Section VI C of this request for proposals.

- v. Executed copies of Proposer Guarantees and Proposer Warranties, attached to this request for proposals (Appendix A and Appendix B).

- b. If submitting via hard copy proposers should send the completed proposal consisting of the two separate envelopes to the following address:

Office of the Collin County Purchasing Agent
Purchasing Department
2300 Bloomdale Road Suite 3160
McKinney, TX 75071

Mark Envelope:
RFP No. 2013-264
Professional Services, Audit

C. Technical Proposal

1. General Requirements

The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake an independent audit of Collin County in conformity with the requirements of this request for proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation. The Technical Proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the request for proposal requirements.

THERE SHOULD BE NO DOLLAR UNITS OR TOTAL COSTS INCLUDED IN THE TECHNICAL PROPOSAL DOCUMENT.

The Technical Proposal should address all the points outlined in the request for proposals (excluding any cost information which should only be included in the sealed dollar cost bid). The Proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the request for proposals. While additional data may be presented, the following subjects, Item Nos. 2 through 7, must be included. They represent the criteria against which the proposal will be evaluated.

2. Independence

The firm should provide an affirmative statement that it is independent of Collin County as defined by [generally accepted auditing standards/the U.S. General Accounting Office's *Government Auditing Standards* (1994)].

The firm should also list and describe the firm's professional relationships involving Collin County or any of its agencies or primary government for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

In addition, the firm shall give the County written notice of any professional relationships entered into during the period of this agreement.

3. License to Practice in Texas

An affirmative statement should be included indicating that the firm and all assigned key professional staff are properly licensed to practice in Texas.

4. Firm Qualifications and Experience

The proposal should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

If the proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal auditor should be noted, if applicable.

The firm is also required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements.

The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

5. Partner, Supervisory and Staff Qualifications and Experience

The firm should identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement and indicate whether each such person is licensed to practice as a certified public accountant in Texas. The firm also should provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

The firm should provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. The firm also should indicate how the quality of staff over the term of the agreement will be assured.

The proposer should identify the extent to which staff to be assigned to the audit reflect the County's commitment to Equal Opportunity.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of Collin County. However, in either case, the County retains the right to approve or reject replacements.

Consultants and firm specialists mentioned in response to this request for proposals can only be changed with the express prior written permission of the County, which retains the right to approve or reject replacements. Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

6. Similar Engagements with Other Government Entities

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum of 5) performed in the last five years that are similar to the engagement described in this request for proposal.

These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

7. Specific Audit Approach

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section II of this request for proposals. In developing the work plan, reference should be made to such sources of information as the Collin County budget and related materials, organizational charts, manuals and programs, and financial and other management information systems.

Proposers will be required to provide the following information on their audit approach:

- a. Proposed segmentation of the engagement.
- b. Level of staff and number of hours to be assigned to each proposed segment of the engagement. NO DOLLARS SHOULD BE INCLUDED IN THE TECHNICAL PROPOSAL.
- c. Sample sizes and the extent to which statistical sampling is to be used in the engagement.
- d. Extent of use of software in the engagement.
- e. Type and extent of analytical procedures to be used in the engagement.
- f. Approach to be taken to gain and document an understanding of Collin County's internal control structure.
- g. Approach to be taken in determining laws and regulations that will be subject to audit test work.
- h. Approach to be taken in drawing audit samples for purposes of tests of compliance.

D. Sealed Dollar Cost Proposal

1. Total All-Inclusive Maximum Price

The sealed dollar cost proposal should contain all pricing information relative to performing the audit engagement as described in this request for proposal. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses.

Collin County will not be responsible for expenses incurred in preparing and submitting the technical proposal or the sealed dollar cost bid. Such costs should not be included in the proposal.

The first page of the sealed dollar cost proposal should include the following information:

- a. Name of Firm.
- b. Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid and authorized to sign a contract with Collin County.
- c. A Total All-Inclusive Maximum Price for the 2013 engagement.

2. Rates by Partner, Specialist, Supervisory and Staff Level Times Hours Anticipated for Each

The second page of the sealed dollar cost proposal should include a schedule of professional fees and expenses, presented in the format provided in the attachment (Appendix C, Part 1), that supports the total all-inclusive maximum price. The cost of special services described in

Section II E of this request for proposals should be disclosed as separate components of the total all-inclusive maximum price using the format provided in Appendix C, Part 2.

3. Out-of-Pocket Expenses Included in the Total All-Inclusive Maximum Price

All estimated out-of-pocket expenses to be reimbursed should be presented in the sealed dollar cost proposal in the format provided in the attachment (Appendix C). All expense reimbursements will be charged against the total all-inclusive maximum price submitted by the firm.

4. Rates for Additional Professional Services

If it should become necessary for Collin County to request the auditor to render any additional services to either supplement the services requested in this request for proposal or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between Collin County and the firm.

Any such additional work agreed to between Collin County and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the sealed dollar cost proposal.

5. Manner of Payment

Progress payments will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's dollar cost bid proposal. Interim billings shall cover a period of not less than a calendar month.

VII. EVALUATION PROCEDURES

A. Proposal Review

Proposals submitted will be evaluated by the County Auditor, County Administrator, and Purchasing Department.

B. Review of Proposals

The Proposal Review will use a point formula during the review process to score proposals. Each reviewer will first score each technical proposal by each of the criteria described in Section VII C below. The Review Group will convene to review and discuss these evaluations and to combine the individual scores to

arrive at a composite technical score for each firm. At this point, firms with an unacceptably low technical score will be eliminated from further consideration.

After the composite technical score for each firm has been established, the sealed dollar cost bid will be opened and additional points will be added to the technical score based on the cost bid. The maximum score for cost will be assigned to the firm offering the lowest total all-inclusive maximum cost. Appropriate fractional scores will be assigned to other proposers.

Collin County reserves the right to retain all proposals submitted.

C. Evaluation Criteria

Proposals will be evaluated using three sets of criteria. Firms meeting the mandatory criteria will have their proposals evaluated and scored for both technical qualifications and price. The following represent the principal selection criteria which will be considered during the evaluation process.

1. Mandatory Elements

- a. The audit firm is independent and licensed to practice in Texas.
- b. The audit firm's professional personnel have received adequate continuing professional education within the preceding two years.
- c. The firm has no conflict of interest with regard to any other work performed by the firm for Collin County.
- d. The firm submits a copy of its most recent external quality control review report and the firm has a record of quality audit work.
- e. The firm adheres to the instructions in this request for proposals on preparing and submitting the proposal.

2. Technical Qualifications: (Maximum Points - 70)

- a. Expertise and Experience (Maximum Points - 40)
 - (1) Technical experience of the firm to include, but not limited to:
 - (a) Recent auditing of local governments.
 - (b) Similar auditing, of the type under consideration, during the last three years.
 - (c) References.
 - (2) Classification of staff (including consultant) to be assigned to the audit. Education, including continuing education courses taken during the past three years, position in the firm, and years and types of experiences will be considered.
 - (3) Determination of the following from information submitted:
 - (a) Qualifications of the audit team.

- (b) Supervision to be exercised over the audit team by the firm's management.
 - (4) Size and structure of the firm to include, but not limited to:
 - (a) Capability to meet the services required.
 - (b) Additional skills and services.
 - b. Audit Approach (Maximum Points - 30)
 - (1) Responsiveness of the proposal in clearly stating an understanding of the work to be performed to include, but not limited to:
 - (a) Audit coverage.
 - (b) Realistic time estimates of each major segment of the work plan and the estimated number of hours for each staff level, including consultants assigned.
3. Price: (Maximum Points - 30)

COST WILL NOT BE THE PRIMARY FACTOR IN THE SELECTION OF AN AUDIT FIRM.

D. Oral Presentations

During the evaluation process, the Review Group may, at its discretion, request two or three firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the Review Group may have on a firm's proposal. Not all firms may be asked to make such oral presentations.

E. Final Selection

It is anticipated that Commissioners' Court will make an award in September, 2013.

F. Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals.

Collin County reserves the right without prejudice to reject any or all proposals.

VIII. CONTRACT REQUIREMENTS

A. General Information

The award of any contract for professional auditing services pursuant to this RFP process is contingent upon the firm receiving the award successfully negotiating a contract for those auditing services with the County. In the event the selected

firm will not execute an agreement that satisfies the contract terms required by this Section or the County is unable to negotiate a contract it deems acceptable with the selected firm, the County may withdraw its award for auditing services with the selected firm, and award its auditing services to the next most qualified firm, or the County may call for new proposals at its option.

B. Required Terms

The following contract terms must be included in all contracts for professional auditing services. The County reserves the right to modify these contract terms by amendment, addition or deletion, as it deems appropriate.

1. Termination Rights

- a. Termination for Cause. Without in any manner limiting the right of the County to terminate this Agreement or declare the successful Proposer ("Firm") in default thereof for any reason set forth herein or in the Request for Proposal documents, if the work to be done under this contract shall be abandoned by Firm; or if this Agreement shall be assigned by Firm otherwise than as herein provided; or if the Firm should be judged as bankrupt; or if a general assignment of its assets should be made for the benefit of its creditors; or if a receiver should be appointed for the Firm or any of its property; or if at any time the County determines that the performance of the work under this contract is being unnecessarily delayed, that the Firm is violating any of the conditions or covenants of this Agreement, that it is executing the same in bad faith or otherwise not in accordance with the terms of said Agreement; then, in addition to other rights the County may choose to exercise, the County may, at its option, serve written notice upon the Firm of the County's intention to terminate this Agreement, and, unless within ten (10) days after the serving of such notice upon the Firm a satisfactory arrangement be made for the continuance thereof, this Agreement shall cease and terminate unless the County otherwise agrees to continue the Agreement. In the event of such termination, the County shall immediately serve notice thereof upon the Firm, and the County may take over the work and prosecute same to completion by contract with another audit firm or otherwise and in such event the County may take possession of and utilize in completing the work any and all documents and other materials as may be necessary therefore. When Firm's services have been so terminated, such termination shall not affect any rights or remedies of the County against Firm then existing or which may later accrue. Similarly, any retention or payment of monies due Firm shall not release Firm from liability.

- b. Termination for Convenience. County reserves the right, in its sole discretion and for its convenience and without cause or default on the part of the Firm, to terminate this Agreement by providing thirty (30) days prior written notice of such termination to Firm. Upon receipt of such notice from County, Firm shall: (1) immediately cease all work or (2) meet with County and, subject to County's approval, determine what work shall be required of Firm in order to bring the Project to a reasonable termination in accordance with the request of the County. If County shall terminate for its convenience as herein provided, County shall compensate Firm for all work completed to date of termination. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed. Any termination of the Agreement for alleged default by Firm that is ultimately determined to be unjustified shall automatically be deemed a termination for convenience of the County.

2. Compliance With Non-Discrimination Requirements

The Firm agrees that:

- a. The Firm shall observe the provisions of the Texas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present Agreement because of race, religion, color, sex, national origin, ancestry or age;
- b. In all solicitations or advertisements for employees the Firm shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Texas Human Rights Commission ("Commission");
- c. If the Firm fails to comply with the manner in which the Firm reports to the Commission in accordance with the provisions of the Texas statutes and amendments thereto, the Firm shall be deemed to have breached the present Agreement, and it may be canceled, terminated or suspended, in whole or in part, by the County;
- d. If the Firm is found guilty of a violation of the Texas Act Against Discrimination under a decision or order of the Commission which has become final, the Firm shall be deemed to have breached the present Agreement, and it may be canceled, terminated or suspended, in whole or in part, by the County; and
- e. The Firm shall include the provisions of paragraphs 1 through 4, above in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

The Firm further agrees that the Firm shall abide by the Texas Age Discrimination In Employment Act and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 1201 et seq.) as well as all other federal, state and local laws, ordinances and

regulations applicable to this project and shall furnish any certification required by any federal, state or local laws, ordinances and regulations applicable to this project and shall furnish any certification required by any federal, state or local governmental agency in connection therewith.

3. Non-Appropriation of Funds

The County is obligated only to make payments under this Agreement as may be lawfully made from funds budgeted and appropriated for the purposes as set forth in this Agreement during the County's current budget year. In the event the County does not so budget and appropriate the funds, the parties acknowledge and agree that they shall be relieved from all obligations, without penalty, under this Agreement.

4. Appendix D – Insurance Requirements

5. Appendix E – General Instructions and Terms of Contract

APPENDIX A

PROPOSER GUARANTEES

- I. The proposer certifies it can and will provide and make available, at a minimum, all services set forth in Section II, Nature of Services Required.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

APPENDIX B

PROPOSER WARRANTIES

- A. Proposer warrants that it is willing and able to comply with State of Texas laws with respect to foreign (non-state of Texas) corporations.
- B. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
- C. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the express prior permission of the County.
- D. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.
- E. Proposer warrants that it understands it is required to adhere to the Contract requirements set forth in this RFP and all of the requirements of the RFP which will be an attachment to the contract.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

APPENDIX C

Part 1

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR THE AUDIT OF THE
2013 FINANCIAL STATEMENTS

	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partners		\$	\$	\$
Managers				
Supervisory Staff				
Staff				
Other (specify):				
Subtotal				
Total for services described in Section IIE of the Request for Proposal (detail on subsequent schedules)				
Out of pocket expenses:				
Meals and Lodging				
Transportation				
Other (specify):				
Total all-inclusive maximum price for 2013 audit				\$

Note: The rate quoted should not be presented as a general percentage of the standard hourly rate or as a gross deduction from the total all-inclusive maximum price.

Part 2

Nature of Service to be Provided

Total Price

Provided		\$
Total		\$

APPENDIX D – INSURANCE REQUIREMENTS

The following Collin County insurance requirements are in effect for this RFP.

1.0 INSURANCE REQUIREMENTS

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

1.1.1 Commercial General Liability insurance at minimum combined single limits of (\$1,000,000 per-occurrence and \$2,000,000 general aggregate) for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability each at \$1,000,000 per occurrence. Coverage must be written on an occurrence form.

1.1.2 Workers Compensation insurance required by Texas Law at statutory limits, including employer's liability coverage at \$500,000. In addition to these, the contractor must meet each stipulation below as required by the Texas Workers Compensation Commission; (Note: If you have questions concerning these requirements, you are instructed to contact the DWC).

1.1.2.1 By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

1.1.2.12 The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

1.1.3 Commercial Automobile Liability insurance shall be no less than \$1,000,000 combined single limits per accident for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

1.1.4 Professional Liability Insurance at minimum limits of \$2,000,000. This policy must have a two (2) year extended period of coverage, (i.e. tail coverage). If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

1.2 The required limits may be satisfied by any combination of primary, excess or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The vendor may maintain reasonable and customary deductibles, subject to approval by Collin County.

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

1.3.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be contained in the workers compensation coverage.

- 1.3.2 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.
- 1.3.3 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.
- 1.3.4 All copies of Certificates of Insurance shall reference the project/contract number.
- 1.4 All insurance shall be purchased from an insurance company that meets the following requirements:
 - 1.4.1 A financial rating of B+VI or better as assigned by the BEST Rating Company or equivalent.
- 1.5 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:
 - 1.5.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
 - 1.5.2 Sets forth the notice of cancellation or termination to Collin County

**SIGNATURE FORM
COLLIN COUNTY, TEXAS**

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

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

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

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

COMPANY INFORMATION/PROFILE/REFERENCES

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

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

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

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

if that state favors resident bidders (bidders in your state) by some dollar increment or percentage:

☐

Yes

☐

No

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

Company Profile: IS YOUR FIRM?

Sole Proprietorship

☐

Yes

☐

No

General Partnership

☐

Yes

☐

No

Limited Partnership

☐

Yes

☐

No

Corporation

☐

Yes

☐

No

Other

☐

Yes

☐

No

List Legal Names in Company:

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

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

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

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

Company Name	
Street Address of Principal Place of Business	
City, State, Zip	
Phone of Principal Place of Business	
Fax of Principal Place of Business	
E-mail Address of Representative	
Federal Identification Number	
Date	
Acknowledgement of Addenda	#1 € #2 € #3 € #4 € #5 € #6 €
Authorized Representative Name	
Authorized Representative Title	
Signature (Required for paper bid submission)	

APPENDIX E

GENERAL TERMS AND CONDITIONS

1.0 GENERAL INSTRUCTIONS

1.0.1 Definitions

1.0.1.1 Bidder/Quoter/Offeror: refers to submitter.

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

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

1.0.1.4 IFB: refers to Invitation For Bid.

1.0.1.5 RFQ: refers to Request For Qualifications

1.0.1.6 RFP: refers to Request For Proposal.

1.0.1.7 RFI: refers to Request For Information.

1.0.1.8 CSP: refers to Competitive Sealed Proposal

1.0.1.9 Quotation: refers to Request for Quotation

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

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

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

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

1.5 A bid/quote/submittal may not be withdrawn or canceled by the bidder/quoter/offeror prior to the ninety-first (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 Bids/Quotes/Proposals/Submittals for any or all products and/or services covered in an Invitation For Bid (IFB), Request For Qualifications (RFQ), Request For Proposal (RFP), Request For Information (RFI),

Competitive Sealed Proposal (CSP), and Quotation, and to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of Collin County.

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

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

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

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

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

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

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

1.13.1 Addenda will be transmitted to all that are known to have received a copy of the IFB/RFQ/RFP/RFI/CSP and related Specifications. However, it shall be the sole responsibility of the Bidder/Quoter/Offeror to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. **BidSync** at www.bidsync.com, telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Bidder/Quoter/Offeror's receipt of any addenda issued. Bidder/Quoter/Offeror shall acknowledge receipt of all addenda.

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

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

1.16 The Bidder/Quoter/Offeror shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County Employees.

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

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

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

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

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

1.19.3 have a satisfactory record of performance;

1.19.4 have a satisfactory record of integrity and ethics;

1.19.5 be otherwise qualified and eligible to receive an award.

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

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

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

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

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

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

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

2.0 TERMS OF CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.17.1 Collin County Purchase Order Number;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.33 Delays and Extensions of Time when applicable:

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

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

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

AFFIDAVIT OF COMPLIANCE

I, the undersigned, declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America.

I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable.

Name of Company

Title of Officer

Name of Officer

Date:

For vendor or other person doing business with local governmental entity

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

Date Received

	m
	n

FORM CIQ**CONFLICT OF INTEREST QUESTIONNAIRE****Page 2****For vendor or other person doing business with local governmental entity**

- 5 Name of local government officer with whom filer has affiliation or business relationship.
(Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each affiliation or business relationship.

6

Signature of person doing business with the governmental entity

Date

Adopted 11/02/2005

**COLLIN COUNTY**

OFFICE OF COUNTY AUDITOR
2300 Bloomdale Road • Suite 3100
McKinney, Texas 75071
(972) 548-4731 • Metro (972) 424-1460
Fax (972) 548-4696

Dear Vendor:

In order for Collin County to comply with Internal Revenue Service Guidelines, we are required to keep a W-9 on file for each vendor to whom we have remitted payment(s). Collin County is in the process of up dating their files.

Please complete the attached/faxed W-9 form and fax to (972) 548-4696 OR mail the original to 2300 Bloomdale Road, Suite 3100, McKinney, Tx 75071. Failure to do so may result in delay(s) of future payments.

Thank you in advance for your assistance in this matter.

Sincerely,

Jeffry May
Collin County Auditor

JM/pac

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). 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 4.	
Sign Here	Signature of U.S. person ► Date ►

- The U.S. owner of a disregarded entity and not the entity.

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

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

McKinney Courier-Gazette?	☐	Yes	☐	No
Plan Room?	☐	Yes	☐	No
Collin County Web-Site?	☐	Yes	☐	No
Facsimile or email from BidSync?	☐	Yes	☐	No
Other				

HOW DID YOU RECEIVE THE BID DOCUMENTS?

Downloaded from Home Computer?	☐	Yes	☐	No
Downloaded from Company Computer?	☐	Yes	☐	No
Requested a Copy from Collin County?	☐	Yes	☐	No
Other				

Thank You,

Collin County Purchasing Department

Question and Answers for Bid #2013-264 - Professional Services, Audit

OVERALL BID QUESTIONS

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