

# **Solicitation 2014-123**

## **Services Commissary**

### **Bid designation: Public**



**Collin County**

## Bid 2014-123 Services Commissary

Bid Number **2014-123**  
 Bid Title **Services Commissary**

Bid Start Date **In Held**  
 Bid End Date **May 29, 2014 2:00:00 PM CDT**  
 Question & Answer End Date **May 23, 2014 5:00:00 PM CDT**

Bid Contact **Jennifer Turner**  
**Buyer II**  
**Purchasing**  
**972-548-4124**  
**jturner@co.collin.tx.us**

Contract Duration **365 days**  
 Contract Renewal **4 annual renewals**  
 Prices Good for **90 days**  
 Pre-Bid Conference **May 14, 2014 10:30:00 AM CDT**  
**Attendance is optional**  
**Location: Pre-Proposal Conference: A pre-proposal conference will be conducted by Collin County at 2:00 p.m., Wednesday, May 14, 2014, in the Collin County Sheriff's Department, Lobby Area, 4300 Community Avenue, McKinney, Texas 75071. This is to provide an opportunity for all interested offeror's to ask questions. All prospective Offeror's 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 **The intent of this Request for Proposal and resulting contract is to provide offerors with sufficient information to prepare a proposal for Commissary Services for Collin County.**

### Item Response Form

Item **2014-123--01-01 - Services Commissary**  
 Quantity **1 each**  
 Percentage   
 Delivery Location **Collin County**  
3201 - B Purchasing/Justice Center  
 Receiving Dock

4300 Community Ave  
McKinney TX 75071  
Qty 1

**Description**

The intent of this Request for Proposal and resulting contract is to provide offerors with sufficient information to prepare a proposal for Commissary Services for Collin County.  
Refer to 6.7 regarding pricing.



## COLLIN COUNTY, TEXAS TERMS AND CONDITIONS

### 1.0 GENERAL INSTRUCTIONS

#### 1.0.1 Definitions

1.0.1.1 Bidder/Quoter/Offeror: refers to submitter.

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

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

1.0.1.4 IFB: refers to Invitation For Bid.

1.0.1.5 RFQ: refers to Request For Qualifications

1.0.1.6 RFP: refers to Request For Proposal.

1.0.1.7 RFI: refers to Request For Information.

1.0.1.8 CSP: refers to Competitive Sealed Proposal

1.0.1.9 Quotation: refers to Request for Quotation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2.0 TERMS OF CONTRACT

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

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

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

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

Employees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.17.1 Collin County Purchase Order Number;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.33 Delays and Extensions of Time when applicable:

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

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

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



**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 at minimum combined single limits of (\$1,000,000 per-occurrence and \$1,000,000 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.
- 3.1.2 Workers Compensation insurance at statutory limits, including employers liability coverage at minimum limits. 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 TWCC at (512)440-3789).
- 3.1.3 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.
- 3.2 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.
- 3.3 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:
- 3.3.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be contained on all policies.
- 3.3.2 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.
- 3.3.3 All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.
- 3.3.4 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.
- 3.3.5 All copies of Certificates of Insurance shall reference the project/contract number.
- 3.4 All insurance shall be purchased from an insurance company that meets the following requirements:
- 3.4.1 A financial rating of B+VI or better as assigned by the BEST Rating Company or equivalent.
- 3.5 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:
- 3.5.1 Sets forth all endorsements and insurance coverage according to requirements and instructions contained herein.
- 3.5.2 Sets forth the notice of cancellation or termination to Collin County.

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

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

4.1.1 The evaluation criteria will be grouped into percentage factors as follows:

|     |                                                           |
|-----|-----------------------------------------------------------|
| 40% | COMMISSIONS AND MINIMUM ANNUAL GUARANTEE                  |
| 15% | PRODUCT PRICING, QUALITY, AND CHOICES                     |
| 15% | INFORMATION TECHNOLOGY INTEGRATED SOLUTIONS               |
| 15% | PROPOSED STAFF, QUALIFICATIONS, EXPERIENCE AND REFERENCES |
| 15% | PROJECT MANAGEMENT                                        |

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

5.1 Authorization: In accordance with Vernon's Texas Codes Annotated Subchapter C, Section 351.0415, proposals will be received for **RFP No. 2014-123, Services: Commissary.**

5.2 Intent of Request for Proposal: Collin County's intent of this Request For Proposal (RFP) and resulting contract is to provide offeror's with sufficient information to prepare a proposal for Commissary Services for Collin County. The County requests priced proposals on the following specifications and will award a contract to the responsible offeror that best meets the needs of the County. Offeror shall be able to commence services on or about October 1, 2014.

5.3 Term: Provide for a term contract beginning on or about October 1, 2014, and continuing through and including September 30, 2015, with the option to extend the contract for four (4) one (1) year additional periods.

5.4 Pre-Proposal Conference: A pre-proposal conference will be held on Wednesday, May 14, 2014 at 10:30 A.M. at the below location:

Collin County Sheriff's Department – Lobby Area  
4300 Community Avenue  
McKinney, TX 75071

All prospective offerors are requested to have a representative present. It is the offerors responsibility to review the documents and visit the site to gain a full understanding of the requirements of the RFP.

5.5 Supplies Required: Collin County requires Total/Full Jail Inmate Commissary Services to supply various products such as but not limited to:

Snacks

Sugar & Artificial Sweetener  
 Drinks/Drink Mix  
 Candies  
 Small supplies such as pens/pencils/envelopes/etc.  
 Personal items (combs, lotion, etc.)  
 Personal hygiene items (Indigent Kits – Hygiene Kits)  
 Dental care items  
 Various over-the-counter medications  
 Sports bras, women's panties, men's boxers, men's T-shirts, shower shoes

Offeror shall provide, with the RFP submittal, a list of all items that will be available to the inmates. This list shall include all applicable sales tax on the items that are taxable under state tax laws. If sales tax is not applicable, those items should be identified as well.

5.6 Location of Services: All items are to be provided to the inmates in the Collin County Detention facilities **without** the use of vending machines. County facilities to be included in this contract at this time are:

Detention Center  
 4300 Community Ave.  
 McKinney, Texas 75071

Minimum Security Detention Center  
 4800 Community Ave.  
 McKinney, Texas 75071

(Current average daily total detention center population is at 900. Average daily total detention center population projections for 2013 are estimated to be at 900).

5.7 Future Expansion: Due to the growth the County has experienced and the need for future expansion, Collin County reserves the right to add/delete locations as it deems to be in the best interest of the County. Due to future expansion the County will experience over the next several years, Collin County may require changes to the procedures and type of service provided to each facility as it deems to be in the best interest of the County.

5.8 Product Containers: **NO glass or metal containers shall be allowed.** Size and type of containers shall be approved by Collin County. Collin County reserves the right to increase/decrease products offered as it deems to be in the best interest of the County.

5.9 Eligible Participants: Commissary items shall be available for purchase to only the inmates being housed by Collin County facilities. **No other individuals may purchase items from the service.**

5.10 Security: All security provisions established for each facility shall be strictly followed. Collin County reserves the right to enforce existing or establish new security procedures as deemed to be in the best interest of the County in order to maintain safe and orderly operation of the detention facility.

5.11 Storage Space: Collin County will provide limited space at the main jail sufficient in size to store small equipment and minimum supplies. At this time approximately 422 sq. ft is available at the main jail.

5.12 Service/Product Quality: The same quality/level of service shall be available at the central jail and minimum security detention facilities. All food products must be properly labeled. Only fresh and legal products shall be sold in the Commissary. Item(s) found defective or not meeting specifications shall be picked up, delivered and replaced the next commissary day by the offeror. Collin County shall supply personnel to coordinate and verify all intake and expenditures of inmate funds.

5.13 Employee Requirements: Collin County Sheriff's Office shall have the right of approval or disapproval of any commissary employee hired or contracted by the offeror prior to award of the contract and during the term of the contract. Offeror agrees that any such person hired or contracted shall be subject to a Collin County Sheriff's Office background investigation, which investigation will be performed without delay so as not to hinder the ability to perform under the awarded contract. Within ten (10) days following award of bid, the offeror agrees to provide a letter to state the employees may be searched, if necessary, in case of accusation of theft or contraband. Collin County reserves the right to search any bags or personal items brought into the jail by representatives of the offeror at any time. The County may request a complete list of offeror's employees at any time during this contract which will include name, date of birth, social security number, sex, nationality and driver's license. Offerors employees shall be in company uniform, or be clearly identified as being employed by the company, and present themselves in a professional manner at all times.

5.14 Wages: Offeror shall at all times pay or cause to be paid, without expense to Collin County, all Social Security, Unemployment and Federal Income withholding Taxes of all their employees. All such employees shall be paid wages and benefits as required by Federal and/or State Law.

5.15 Sales Taxes: State and local sales taxes must be collected on taxable items sold to inmates by jail commissaries. State sales tax is always collected on taxable items. Therefore, all applicable taxes/fees shall be collected and paid by the offeror to the proper taxing entity. Offeror shall provide proof of payment, within thirty (30) days of payment due date, of all applicable taxes/fees to the Collin County Auditor's Office as they are paid by the offeror (i.e. monthly, quarterly, etc.).

5.16 Inmate Draw: Inmate draw for commissary items shall not exceed \$100.00/week, offeror shall state in their proposal how this limit will be set by their system. Clothing and hygiene items purchased by the inmate are not to be included in the \$100.00/week figure.

5.17 Price Re-determination: A price re-determination may be considered by Collin County only at the twelve (12) month, twenty-four (24) month, and thirty-six (36) month anniversary date of the contract. All requests for price re-determination shall be in written form and shall include documents supporting price re-determination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc. The offerors past experience of honoring contracts at the proposal price will be an important consideration in the evaluation of the lowest and best bid. Collin County reserves the right to accept and/or reject any/all of the price re-determination as it deems to be in the best interest of the County. As a matter of general policy, prices of all items

shall be comparable to those charged in vending machines located in Collin County public facilities.

5.18 Record/Inventory System: Collin County requires that the offeror provide a computer system to account for commissary activities. Currently four (4) computer terminals are supplied by the offeror, one (1) in the commissary room and three (3) in the Bond & Release area. Offeror shall state in their proposal what equipment shall be furnished by the offeror, such as, but not limited to: computer hardware, software, programming, bar coding equipment, printer, computerized arm bracelets, etc. Additional administrative software shall be available for the Detention Administration quantity of one (1) and the Auditors Office, quantity of two (2) without additional cost and access to the data store records. Currently an additional software package is available for supervising Auditor, Captain over Admissions/Release and Detention Administrator's Secretary. Offeror shall provide Auditor view only access to back-end data store records using an ODBC or similar connection method.

The offerors software system shall have the ability to:

1. Grant read-only access to the configuration information for the system, or
2. Generate a text file (fixed length or delimited) that contains the configuration information for the system.

If the system provides read-only access, the inquiry screens shall display the software system configurable attributes, settings or values and shall be provided in such a manner that the County Auditor may verify the system's configuration. The verification provided shall include the date and who (the user id) made the last change to a specific configuration. The read-only access shall include the user and group security authorizations and permissions.

If the system does not support read-only, direct access to the security information, the system shall generate a text file (either fixed length/flat or delimited format) that contains the:

- User account id
- Creation date
- Last log-in date
- Status of the account (active or inactive)
- Status of the account
  - Locked-out – excessive incorrect login attempts or
  - Disabled – Administrator disabled account without deleting user

If the system uses role-based security architecture, then the system shall list the user's role groups with the user and the list the group's authorities at the start or the end of the report.

If the system uses the Windows Active Directory for user authentication, then the permissions granted to each user and group shall be listed.

Collin County would prefer the software or system proposed to allow for an electronic verification process, positive pay, with the County Treasury to verify checks presented for payment were issued by the Sheriff's Office.

Offerors record/inventory system shall be capable of printing checks to inmates for the balance of their funds upon release to another entity and debit card for when released to society. The computer system shall stand alone with the capability of interfacing with Collin County's Jail Management System (JMS) for future applications. The County's computer system has FTP interfacing capabilities. Outgoing files from Collin County are CSV (comma separated values) delimited and the layout is as follows:

### **Field Descriptions**

Jail's ID for this Prisoner

First Name

Middle Name

Surname

Building

Pod

Cell

DOB: mm/dd/ccyy

Gender description: "Male"  
or "Female"

If an interface to the existing County systems is deemed to be necessary in the future the offeror will be responsible for providing CSV formatted file, using a data layout that will be provided by the County. The CSV file will be provided electronically to the County by the offeror.

Collin County currently charges inmates for medical visits which are deducted from the inmates' commissary fund. The offerors system shall be capable of deducting the charge for these visits on a daily basis before inmates are allowed to purchase commissary items. This system shall be capable of creating a negative balance for indigent medical payments and be able to freeze commissary accounts. No medical visit payments shall take a commissary account below a \$2.00 balance so that inmates will have adequate funds to purchase personal hygiene products. Should a deposit be made to an account with negative medical charges, any outstanding negative medical charges will be deducted from that deposit immediately not to exceed the \$2.00 minimum balance.

Offeror shall attach a full and complete explanation and step-by-step description of the computer/program proposed to accomplish this service. The County reserves the right to select the system that best fulfills the requirements of this bid.

5.19 Kiosk: Vender should have the ability to provide kiosk in each housing unit and one in the booking area that would allow inmates to submit commissary orders, inmate request, grievances, complaints, sick call, view trust fund balance and purchase prepaid telephone time. There are currently 16 housing units in the main jail and 4 housing units at minimum security.

5.20 Cart Requirements: Carts must not be wider than 33" wide, so that the carts can pass through all doors. All carts must have a form of a bumper/guard on all sides to protect facility walls and surfaces from paint scratching or other damage. Service shall include but not be limited to total/full cart service at both locations. No vending machines will be required. Bagging of commissary items may be performed either off-site or on-site.

5.21 Service Schedule: Each inmate shall be allowed to purchase commissary a minimum of twice per week on a schedule to be determined upon award by Collin County and the offeror. The indigent population shall be serviced every Wednesday. As growth occurs in the County facilities or as additional facilities are required, Collin County may require additional days to be included for servicing these locations. Hours for providing service to the inmates must be between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. Offeror shall supply personnel to process and deliver commissary items.

5.22 Indigent Inmate Supplies: Offeror shall provide indigent inmates up to 25% of the average daily population [average population is 900 at this time] with kits to include a minimum of razor, toothpaste, toothbrush, comb, soap, writing paper, pen and three (3) stamped envelopes at no expense to the County. The offeror shall supply the County with additional indigent kits to keep on hand, to insure that indigents are provided a kit within 72 hours. The number of indigent kits given out shall be determined by taking the total cost of all indigent supplies given out per week and divide that by the cost of a complete indigent kit to equal the total number of indigent kits given out weekly. The offeror shall provide up to, and including, 25% of the total average daily inmate population with indigent supplies each week at no cost to Collin County. Collin County shall provide the average daily population figures to the offeror once per month, date to be agreed upon by the parties upon award of the contract.

5.23 Reports & Documentation: Upon request the offeror shall be required to respond to, in writing to inmate request, complaints, and grievances. A physical or electronic copy of all paperwork shall be made available to the Auditor's and Sheriff's Office. Offeror shall provide data store record layout, data dictionary or similar documentation for use by the Auditor's Office when accessing the data store.

Offerors may offer a point of sale system that will provide electric and paper backup, with real time itemized transactions. This shall be made possible by scanning a UPC bar code at the time of purchase. A copy of the receipt needs to be given to the inmate and a copy available traceable to inmate's account and reporting. Historical data may be archived after an account has not been used for 60 days, but it must be immediately

accessible for retrieval when necessary. Offeror offering a delayed delivery manual operated commissary system shall generate pre-numbered, triplicate copy receipts, to be signed by inmates upon receipt of goods. A copy of the receipt shall be given to the inmate, a copy shall be kept by offeror and a copy shall be kept by the Sheriff's Office for permanent record. Each transaction made to an inmate's account, for purchase or credit or adjustment, shall have a receipt. Excess pre-numbered receipts to be controlled by the Sheriff's Office.

Offeror shall provide physical or electronic access review capabilities to the Collin County Auditor's Office each month, without demand, a financial report broken down by month to include, but not limited to, total receipts and total disbursements without tax and with tax amount per inmate by month, total deductions for medical per inmate by month, total revenue and expenditures for month requested, check register and bank reconciliation. Bank balance is to be reconciled on the offerors system to the inmate trust account check register balance and transaction report ending balance. System should provide the capability to run a separate inmate report (by inmate-all transaction) and a separate transaction report (all transactions by date/time/shift). System must provide a shift report that captures all transactions in a shift by (shift/inmate/date/time) and ability to compare the shift report with inmate transaction report at the end of each shift. The offerors system shall also be capable of voiding checks and then creating a Void Check Register report to show the inmate's name, check number, date, amount and total. Offeror shall include with their proposal a sample of a report(s) showing the required information and explain how checks are voided in the system.

Offeror shall have available physical or electronically and provide to, by the next County business day, the Collin County Auditor's Office a copy of all receipts for commissary purchases. Each receipt shall be signed by the inmate showing that the commissary item(s) listed on the receipt were received. Offeror shall hand write or label the assigned computer generated transaction number in the upper right hand corner of the corresponding order form that can be cross-referenced to the receipts and transaction reports.

Offeror shall not manually, by physical and/or electronic means, adjust, rectify, or make changes to files, records, or transactions other than programmed without prior approval from the Auditor's Office.

If a mistake/error is made in Order Entry, the incorrect transaction shall be voided and a new order will be entered under a new transaction number; keeping the voided transaction in tact.

The changeover from a prior offeror to a new offeror must have Sheriff and Auditor Office personnel involvement at all times. No installation, changes to financial system or transfer of prior offeror data may occur without Auditor's Office confirmation and written approval.

5.24 Commissary History: Offeror shall provide commissary history to the medical and detention staff upon request. Offeror shall also provide inmates with their own personal commissary history upon request.

5.25 Sales History: Currently Collin County is being paid 42.1% of the Gross Commissary Sales, excluding Texas State Sales Taxes and Postage. Estimated Commissary sales history for the period beginning October 2012 through and including September 2013 is as follows:

|                   |                |
|-------------------|----------------|
| Gross Sales:      | \$1,096,918.34 |
| Commissions Paid: | \$440,656.21   |

5.26 Revenue Payments: Offeror shall pay to Collin County, without demand, at the office of the Collin County Sheriff's Office as a fee for the purpose of providing Commissary Services to the County, the percentage amount of the gross sales (excluding Texas State Sales Taxes and Postage) of the said commissary services as proposed by offeror. Payment shall be made on or before the twentieth (20<sup>th</sup>) day of each month for the preceding calendar month with the exception of September's payment. September's payment shall be made on or before the tenth (10<sup>th</sup>) day of October. Commissary check stubs shall state time period for that payment (i.e. date to date), gross sales, and net sales excluding taxes and postage and commissions paid.

## **6.0 PROPOSAL FORMAT**

6.1 The proposal shall, at a minimum, include a Table of Contents detailing sections and corresponding page numbers. Those providers submitting electronically may upload all documentation to the bidsync.com website; those submitting manually are requested to provide seven (7) copies as part of their proposal. Proposal shall include but not be limited to information on each of the following:

### **6.1.1 FIRM OVERVIEW**

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

6.1.1.1 A descriptive background of your company's history.

6.1.1.2 State your principal business location and any other service locations.

6.1.1.3 What is your primary line of business?

6.1.1.4 How long have you been selling product(s) and/or providing service(s)?

6.1.1.5 State how many and the locations where your product/services are in use.

### **6.2 TABLE OF CONTENTS:**

6.2.1 Responses shall include a Table of Contents ("TOC") with page number references. The TOC should contain sufficient detail and be organized according to the same format as presented in this RFP, to facilitate easy reference to the

sections of the proposal as well as to any separate attachments (which should be identified in the TOC). If an offeror includes supplemental information or non-required attachments with its offer, this material should be clearly identified in the TOC and organized as a separate section of the Response. Submittals shall include a "Table of Contents" and give page numbers for each part of the Qualifications.

6.3 PROPOSED STAFF/EXPERIENCE/CREDENTIALS:

6.3.1 Offeror is requested to provide qualifications as well as experience information on Offerors key personnel.

6.4 PROPOSED PRODUCT(S)/SYSTEM/SERVICE(S)

6.4.1 Offeror is requested to identify the proposed service to include but not limited to the following areas:

6.4.1.1 System to include all necessary components to render it complete and operational;

6.4.1.2 Work Plan to include:

- 6.4.1.2.1 Installation
- 6.4.1.2.2 Education and Training
- 6.4.1.2.3. Testing and Support
- 6.4.1.2.4 Impact on current system
- 6.4.1.2.5 Maintenance
- 6.4.1.2.6 Documentation
- 6.4.1.2.7 Conversion

6.4.2 Explain how your technical and computer capabilities would be utilized in performing commissary, kiosk, and banking services in relation to commissary. Include specific hardware and software capabilities. Include a description of the types of software you/your organization possess in terms of word processing, databases, spreadsheets, statistical analysis, and integrated services between stock or inventory control, banking interfaces, property control, etc. Also, identify any on-line capabilities you have for web-based ordering from family members or friends outside of the facility. Also, identify who will be providing the weekly reports that will be provided by the commissary vendor. It is important to the Sheriff's Office to have improved technology for kiosks, self-bail, inmate pod kiosks, and other investments in technology such as cash release cards for Inmate Banking, and cash counting machines. Systems will have to be reviewed and accepted and will require customer satisfaction and approval. Hardware and software that support a proposal will need to be identified in detail. Interface with Jail software and third party software interfaces and software development will need to be identified as a cost to the vendor. Vendor will identify any third party developer for proposed by the vendor and will identify the key points of contact in the third party developer's organization.

6.4.3 Describe in both narrative and graphic form how you propose to manage the project/contract. Provide general information on the organization and management processes, as well as a more specific outline of the structure of the proposed project team. Include who has overall responsibility. Describe the

organizational lines of authority and how much time will be committed to the project and a schedule for project completion. Utilize Microsoft Project and show your detailed implementation schedule for any technological solutions. Be prepared to demonstrate any new technology to include inmate pod kiosks, mobile commissary solutions, banking trust fund software, bank card release solutions, cash counting machines, etc. Identify any third party software developers that you may be using to have a seamless integration into our systems and servers.

## 6.5 REFERENCES

6.5.1 Offeror is requested to include current client references and former client references for which you provided the same or similar services. Please include at least three Sheriff's Offices as references, preferably in Texas with whom the firm has done business. If there are none, then please explain why. For each reference provide the name, address, phone number, contact name and title, email, effective date of contract and a description of services provided.

## 6.6 TIME SCHEDULE

6.6.1 Provide a schedule for installation of equipment and implementation of the services. The schedule must include all tasks that will require time in the process, such as installation, testing and training (identify amount of time assumed for each task).

## 6.7 PRICING/FEES

6.7.1 State commission fee offeror shall pay to Collin County.

6.7.2 State a minimum annual guarantee offeror shall pay to Collin County.

6.7.3 State cost per indigent kit to be provided to the County should the average daily population exceed the 25% (see article 5.20)

6.7.4 Provide a list of commissary items available, including pack size (i.e. ounces, quantity, etc.), and state price to be charged to the inmates. The prices stated on the menu shall include any applicable state sales tax on taxable items.

## 6.8 SUPPORTING MATERIALS

6.8.1 Various questions included in this RFP will be used in making a selection and should be addressed by section and number. Offeror is requested to submit with their proposal if provided manually, seven (7) copies of descriptive literature sufficient in detail to enable an intelligent comparison of the specifications of the services proposed with that of the requirements stated herein, or may be uploaded on [www.bidsync.com](http://www.bidsync.com).

6.8.2 Provide documentation to acknowledge your firm's ability to meet the State of Texas Commission on Jail Standards, as applicable.

## 6.9 FINANCIAL STATEMENTS

6.9.1 Offeror will submit a 2013 financial statement with their submitted proposal. Audited financial statements are not mandatory. Un-audited financial

statements will be accepted. If offerors firm does however have audited statements, please include a copy with your proposal.

#### 6.10 OTHER PROJECTS INVOLVED WITH

6.10.1 Offeror is requested to provide a list of other projects that you are currently involved with or will be involved with.

6.10.2 Offeror is requested to provide the size of your three largest clients. Provide the average size of your client base at each of these facilities. How many counties utilize your services? Provide detailed information regarding facilities currently under management, period of operation and number of classification of inmates under supervision. Submissions shall include names and telephone numbers of agency contact persons at each facility. Additionally, proposals shall include a separate list of all former contracts or associations of a similar nature.

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:

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



**SIGNATURE FORM  
COLLIN COUNTY, TEXAS**

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

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

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

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

5

6

**COMPANY INFORMATION/PROFILE/REFERENCES**

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

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

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

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

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

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

**Company Profile: IS YOUR FIRM?**

Sole Proprietorship  Yes  No

General Partnership  Yes  No

Limited Partnership  Yes  No

Corporation  Yes  No

Other   Yes  No

List Legal Names in Company:

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



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

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

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

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

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

| <b>CONFLICT OF INTEREST QUESTIONNAIRE</b><br><b>FORM CIQ</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>For vendor or other person doing business with local governmental entity</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p> | <div style="border: 1px solid black; padding: 5px; text-align: center;"> <b>OFFICE USE ONLY</b> </div> <hr/> <p style="font-size: small;">Date Received</p>                                                                                                                                                                                                                                                                                                                                         |
| <b>1</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <p><b>Name of person doing business with local governmental entity.</b></p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>                                                                                                                                                                                                                                                                                                                                                 |
| <b>2</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <p><input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b></p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p> |
| <b>3</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <p><b>Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.</b></p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div>                                                                                                                                                            |
| <b>4</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <p><b>Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.</b></p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div>                                                                                                                                                                                                 |

Adopted 11/02/2005

**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, TEXAS  
STATEMENT OF NO BID

Collin County is very conscious and extremely appreciative of the time and effort you expend in preparing and submitting solicitations to the County. If you do not intend to bid on this requirement, please complete this form electronically via BidSync or forward to: Michalyn Rains, Contracts Manager, Collin County, 2300 Bloomdale Road, Suite 3160, McKinney, Texas 75071, fax 972-548-4694 or email mrains@co.collin.tx.us.

We, the undersigned, have declined to bid on your IFB/RFP/RFI/RFQ#  for the following reason(s):

- Specifications too "tight", i.e. geared toward one brand or manufacturer only. (Please explain reason below)
- Specifications unclear. (Please explain below)
- Insufficient time to respond to solicitation.
- We do not offer this product/s or equivalent. (If you wish to remain on the bidders list for other commodities and/or services, please go to [www.bidsync.com](http://www.bidsync.com) to review your previous selections and make the required changes.)
- Our product schedule would not permit us to perform.
- Unable to meet specifications.
- Job too large.
- Job too small.
- Cannot provide required bonding.
- Cannot provide required insurance.
- Bidding through dealer.
- Do not wish to do business with Collin County. (Please explain below)
- Other (Please specify below)

REMARKS:

5

6

Company Name:

Address:

City:

State:

Zip:

Contact Name:

Title:

Business Telephone Number:

Fax:

Email Address:

Company's Internet Web Page URL:

## Question and Answers for Bid #2014-123 - Services Commissary

### 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.**