



Collin County Purchasing

2019-126

Commissary Services

Issue Date: 4/23/2019

Questions Deadline: 5/8/2019 12:00 PM (CT)

Response Deadline: 5/16/2019 02:00 PM (CT)

Collin County Purchasing

Contact Information

Contact: Sara Hoglund, CPPB Senior Buyer

Address: 2300 Bloomdale Rd.

Ste. 3160

Purchasing

Admin. Building

Ste.3160

McKinney, TX 75071

Phone: (972) 548 x4104

Fax: (972) 548 x4694

Email: shoglund@co.collin.tx.us

Event Information

Number: 2019-126
Title: Commissary Services
Type: Request for Proposal - Other
Issue Date: 4/23/2019
Question Deadline: 5/8/2019 12:00 PM (CT)
Response Deadline: 5/16/2019 02:00 PM (CT)
Notes: Please login to view documents. Collin County's intent of this Request for Proposal (RFP) and resulting contract is to provide contractors with sufficient information to prepare a proposal for Commissary Services for Collin County Detention Center.

Ship To Information

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

Billing Information

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

Bid Activities

Pre-Proposal Conference

5/7/2019 2:00:00 PM (CT)

A pre-proposal conference will be conducted by Collin County on Tuesday, May 7, 2019 at 2:00 PM at Collin County Justice Center (Detention Center) located at 4300 Community Blvd, McKinney, TX 75071. It is the contractor's responsibility to review the site and documents to gain a full understanding of the requirements of the RFP. All contractors desiring to submit a proposal are encouraged to have a representative at the pre-proposal conference.

Bid Attachments

LEGAL NOTICE-2019-126.doc

Legal Notice

[Download](#)

General_Instructions_Proposals.docx

General Instructions Proposals

[View Online](#)

Terms_of_Contract_Proposals.docx

Terms_of_Contract_Proposals

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Insurance - Commissary.doc

Insurance

[View Online](#)

Specifications - Commissary Services - Final.docx

Specifications

[View Online](#)

Attachment A - Requirements.xlsx

Attachment A - Requirements

[View Online](#)

Exhibit A - Commissary Pop Projections.pdf

Exhibit A

[View Online](#)

Exhibit B - Current Commissary Menu.pdf

[View Online](#)

Exhibit B

Exhibit C - iCare Menu.pdf

[View Online](#)

Exhibit C

Information Regarding Conflict of Interest Questionnaire.docx

[View Online](#)

Information Regarding Conflict of Interest Questionnaire

CIQ_113015.pdf

[View Online](#)

Conflict of Interest Questionnaire

HB89-Chapter 2270 Verification.docx

[View Online](#)

HB89/Chapter 2270 Verification

W9_2014.pdf

[View Online](#)

W-9

Requested Attachments

Proposal Response to Section 6.0

(Attachment required)

Attached your proposal response.

W-9

(Attachment required)

HB89/Chapter 2270 Verification

(Attachment required)

Conflict of Interest Questionnaire

Bid Attributes

1	<p>eBid Notice</p> <p>Collin County exclusively uses IonWave Technologies, Inc. (Collin County eBid) for the notification and dissemination of all solicitations. The receipt of solicitations through any other means may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid/proposal non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other means. Please initial.</p> <div></div> <div></div> <div></div> <p>(Required: Maximum 1000 characters allowed)</p>
2	<p>Contact Information</p> <p>List the contact name, email address and phone number of the main person(s) Collin County should contact in reference to this solicitation. Contact(s) shall be duly authorized by the company, corporation, firm, partnership or individual to respond to any questions, clarification, and or offers in response to this solicitation.</p> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <p>(Required: Maximum 4000 characters allowed)</p>

3 Delivery

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

(Required: Maximum 1000 characters allowed)

4 Exceptions

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

☐ Yes ☐ No

(Required: Check only one)

5 Insurance Acknowledgement

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

(Required: Maximum 1000 characters allowed)

6 Subcontractors

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

(Required: Maximum 4000 characters allowed)

7 Reference No. 1

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

(Required: Maximum 4000 characters allowed)

8 Reference No. 2

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

(Required: Maximum 4000 characters allowed)

9 Reference No. 3

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

(Required: Maximum 4000 characters allowed)

10 Cooperative Contracts

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

☐ Yes ☐ No

(Required: Check only one)

1
1 **Preferential Treatment**

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

(Required: Maximum 4000 characters allowed)

1
2 **Debarment Certification**

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

(Required: Maximum 1000 characters allowed)

1
3 **Immigration and Reform Act**

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

(Required: Maximum 1000 characters allowed)

1
4 **Disclosure of Certain Relationships**

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

(Required: Maximum 1000 characters allowed)

1
5**Anti-Collusion Statement**

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

(Required: Maximum 1000 characters allowed)

1
6**Disclosure of Interested Parties**

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

(Required: Maximum 1000 characters allowed)

1
7**Notification Survey**

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

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

(Required: Check only one)

1
8**Proposer Acknowledgement**

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

(Required: Maximum 1000 characters allowed)

19	Cooperative Contract Name
	State the cooperative contract name this quote is offered under. (i.e. TX DIR, TXMAS, TCPN, National IPA, Buyboard, TIPS/TAPS, etc.) If none, answer N/A.
(Required: Maximum 4000 characters allowed)	

20	Cooperative Contract Number
	State the cooperative contract number this quote is offered under. If none, answer N/A.
(Required: Maximum 4000 characters allowed)	

21	Cooperative Contract Website
	Please provide the website URL for the cooperative contract this quote is offered under. If none, answer N/A.
(Required: Maximum 1000 characters allowed)	

Bid Lines

1	Upload proposal response per Section 6.0 (Line excluded from response total)
	Supplier Notes: _____

<input type="checkbox"/> Additional notes (Attach separate sheet)	

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

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

Print Name

Signature

1.0 GENERAL INSTRUCTIONS

1.0.1 Definitions

1.0.1.1 Offeror: refers to submitter.

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

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

1.0.1.4 RFP: refers to Request for Proposal.

1.0.1.5 CSP: refers to Competitive Sealed Proposal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.18.3 have a satisfactory record of performance;

1.18.4 have a satisfactory record of integrity and ethics;

1.18.5 be otherwise qualified and eligible to receive an award.

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

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

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

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

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

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

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

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

2.0 TERMS OF CONTRACT

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

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

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

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

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

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

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

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

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

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

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

2.11.1 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of

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

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

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

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

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

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

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

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

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

2.18.1 Collin County Purchase Order Number;

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

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

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

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

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

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

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

2.34 Delays and Extensions of Time when applicable:

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

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

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

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

2.37 Vendors/Contractors/Providers must be in compliance with the provisions of Section 2270.001 of the Texas Government Code which states a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and, (2) will not boycott Israel during the term of the contract. By submitting a response to a Collin County solicitation, the vendor will be required to sign the Chapter 2270 Verification form prior to a recommendation of the contract. This Act is effective September 1, 2017.

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

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

3.0 INSURANCE REQUIREMENTS

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

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

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

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

Employers' Liability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.0 EVALUATION CRITERIA AND FACTORS

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

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

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

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

LEVEL 1 - CONFORMANCE WITH MANDATORY REQUIREMENTS

- Conformance with RFP guidelines and submittal requirements to include proposal response to Section 6.0 Proposal Format and Attachment A – Requirements and Detailed Response to Requirements.

LEVEL 2 – DETAILED PROPOSAL ASSESSMENT (Maximum 100 Points)

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

Points	Evaluation Criteria
30	Menu items offered by Contractor (Proposal Format Item 6.9.4)
40	Response to Attachment A – General and Technical Requirements (Proposal Format Item 6.7)
10	Project Plan & Timeline (Proposal Format Item 6.4)
20	Qualifications of the Firm/Experience/ Staff/ Similar Projects Involved With (Proposal Format Item 6.2; 6.3; 6.6)

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

LEVEL 3 – COMMISSION AND MINIMUM ANNUAL GUARANTEE (Maximum 40 Points)

Contractors who are elevated to level 3 will have their points combined from level 2 for a maximum of 140 points total.

Points	Evaluation Criteria
25	Commission Percentage (Proposal Format Item 6.8.1)
15	Minimum Annual Guarantee (Proposal Format Item 6.8.2)

LEVEL 4 – DEMONSTRATION OF SOLUTION (Maximum 30 Points) (Optional)

Contractors may be invited to demonstrate their responses on-site; however, demonstrations are at the sole discretion of the committee and the committee is not obligated to request a demonstration. The demonstration is an opportunity for the evaluation committee to ask questions and seek clarification of the proposal submitted. The demonstration is not meant as an opportunity for the contractor simply to provide generic background information about the corporation or its experience.

Points	Evaluation Criteria
30	Product Demonstration and Interview

Product Demonstrations & Interviews

During the demonstrations and interviews, the County will assess the “look and feel” of the proposed product using detailed scripts tailored to reflect County business processes. Several of the other evaluation criteria will be clarified and refined, including the implementation strategy and plan, technology compatibility, ability to meet business requirements, and cost. In addition to the scripted demonstrations, the County will request that all Contractors elevated to this level staff a product lab to allow County staff to “touch and feel” the product with Contractor staff available to respond to questions.

A tentative schedule for the demonstrations is provided in Section 5.16. The demonstrations, if held, will be scheduled accordingly and all presenting contractors will be notified of the time and date two (2) weeks prior to their designated time. Contractors who cannot attend may be eliminated.

Proposals may be re-evaluated based upon Criteria in level 2 and 3.

The County reserves the right to bypass Level 4 in the evaluation process and move directly to Level 5.

LEVEL 5 – REFERENCES (Maximum 20 Points)

Points	Evaluation Criteria
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20	References (Proposal Format Item 6.5)
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References

The County will contact the references. These references will be asked a series of questions regarding their satisfaction with the solution and the performance of the implementation supplier.

As a part of the references, the County may choose to visit sites where the proposed solution is in live production. Proposals may be re-evaluated based on levels 2, 3, and 4.

LEVEL 6 – BEST AND FINAL OFFER

Contractors who are susceptible of receiving award will be elevated to Level 6 for Best and Final Offer. Contractor will be asked to respond in writing to issues and questions raised by the County as well as any other cost and implementation planning considerations in the proposal, and may be invited to present their responses on-site. Proposals may be re-evaluated based upon Criteria in level 2 through 5.

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

5.0 SPECIAL CONDITIONS AND SCOPE OF SERVICES

- 5.1 Authorization: In accordance with Texas Local Government Code 351.0415 the Collin County Sheriff will accept sealed proposals for **Commissary Services**.
- 5.2 Intent of Request for Proposal: Collin County's intent of this Request for Proposal (RFP) and resulting contract is to provide contractors with sufficient information to prepare a proposal for Commissary Services for Collin County Detention Center.
- 5.3 Term: Provide for a term contract commencing on October 1, 2019 through and including September 30, 2020 with the option to extend for four (4) additional one (1) year periods.

Transitional Period: Upon normal completion of this contract, not to include termination for default, and in the event that no new contract has been awarded by the original expiration date of the existing contract including any extension thereof, it shall be incumbent upon the Contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the original expiration date of the existing contract and any extension thereof.

- 5.4 Pre-Proposal Conference: A pre-proposal conference will be conducted by Collin County on **Tuesday, May 7, 2019 at 2:00 PM** at Collin County Justice Center (Detention Center) located at 4300 Community Blvd, McKinney, TX 75071. It is the contractor's responsibility to review the site and documents to gain a full understanding of the requirements of the RFP. All contractors desiring to submit a proposal are encouraged to have a representative at the pre-proposal conference.

- 5.5 Point of Contact: Information regarding the purchasing process and the contents of this RFP may be obtained from Sara Hoglund, CPPB, Senior Buyer or email shoglund@co.collin.tx.us.
- 5.6 Price Reduction: If during the life of the contract, the contractor's net prices to its customers for the same product(s) and/or services shall be reduced below the contracted price, it is understood and agreed that the County shall receive such price reduction.
- 5.7 Completion/Response Time: Contractor shall place product(s) and/or complete services at the County's designated location within the number of calendar days according to the schedule proposed by contractor in section 6.7.
- 5.8 Delivery/Setup/Installation Location: Locations for delivery and installation will be stated on the Collin County Purchase Order(s). Delivery shall include assembly, setup and installation and shall be included in proposal. Below is the address for work to be completed.

Detention Center
4300 Community Ave.
McKinney, TX 75071

Minimum Security
4800 Community Ave
McKinney, TX 75071

- 5.9 Freight/Delivery Charges: Any freight or delivery charges shall be included in the submitted pricing. No additional fees for delivery/freight/fuel surcharges or other fees shall be invoiced or paid by Collin County.
- 5.10 Testing: Testing may be performed at the request of Collin County, by an agent so designated, without expense to Collin County.
- 5.11 Samples/Demos: When requested, samples/demos shall be furnished free of expense to Collin County.
- 5.12 Approximate Value/Usage: Approximate usage does not constitute an order, but only implies the probable quantity the County will use. Currently Collin County is being paid 47.5% of Net Sales of all products and iCare excluding sales tax and stamps and pre-stamped envelopes. See Exhibit A for jail population estimates.

Year	Commissary Sales	iCare Sales	Commissary Commission Paid	iCare Commission Paid	Total Commissions Paid
FY16	\$798,588.89	\$475,314.76	\$373,884.26	\$226,115.47	\$599,999.73
FY17	\$904,151.23	\$528,052.39	\$424,346.40	\$245,515.99	\$669,862.39
FY18	\$905,907.25	\$572,477.12	\$424,265.01	\$271,926.64	\$696,191.65

Indigent Kits - 16,391 distributed in the last 12 months. Current price is \$1.90 per kit.

- 5.13 Background Check: All Contractor employees that will be working on site or by Remote Access shall pass a background check performed by Collin County before any work may be performed. The selected contractor shall be provided the required information for background checks.
- 5.14 Subcontractors: Contractor shall state names of all subcontractors and the type of work they will be performing. If an contractor fails to specify a subcontractor, then he shall be deemed to have agreed

that he is fully qualified to perform the contract himself, and that he will fully perform the contract himself.

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

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

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

5.16 **PROPOSAL SCHEDULE**

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

RFP Released	April 23, 2019
Pre-Proposal Meeting	May 7, 2019 at 2:00 pm
Deadline for submission of questions	May 9, 2019 at 12:00 noon
Proposals Due	May 16, 2019 at 2:00 pm
Demonstrations (Optional)	June 2019
Award of RFP	August 2019

5.17 **PURPOSE/SCOPE OF WORK**

Collin County Sheriff's Office requires Jail Inmate Commissary Services to supply various products not limited to the following (See Exhibit B for current commissary menu):

Snacks
Sugar & Artificial Sweetener
Drinks/Drink Mix
Candies
Small supplies such as pens/pencils/envelopes, etc.
Person 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, T-shirts, shower shoes

The current vendor also offers an on-line offering, iCare, to purchase bags. The current vendor has a two (2) bag per seven days limit (one bag hygiene and one bag commissary). See Exhibit C for menu.

The County currently utilizes Tyler Technologies, Odyssey for its Jail Management System.

The County will not allow Contractor to utilize inmate labor.

5.17.1 - 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.

5.17.2 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 contractor. 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. Contractor shall supply personnel to process and deliver commissary items.

5.17.3 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.

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

5.17.5 Revenue Payments: Contractor 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. Payment shall be made on or before the twentieth (20th) 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 (10th) 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.

5.17.6 Upon request the contractor shall be required to respond to, in writing, 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. Contractor shall provide data store record layout, data dictionary or similar documentation for use by the Auditor's Office when accessing the data store.

5.18-5.20 See Attachment A – General and Technical Requirements. Complete Attachment A and submit in accordance with section 6.8.

6.0 PROPOSAL FORMAT

In accordance with the directions below, contractor shall provide a response for each item in Section 6.2 – 6.9 in order and include item numbers in response. Answer all questions fully, clearly, and concisely, giving complete information. Do not skip items. Do not refer to other parts of your proposal for the answers. You may not modify either the order or language of the question. **Responses shall include a statement of “agree”, “confirmed”, “will provide”, “not applicable”, or “exception taken” along with any additional information.** If an item is “not applicable” or “exception taken”, contractor shall state that and refer to Section 7.0 Exceptions, with explanation.

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

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

6.1.1 Proposals may be submitted online via <http://collincountytx.ionwave.net> or submitted via CD-ROM or Flash Drive. Electronic submissions are preferred.

6.1.2 If submitting manually, proposal shall be submitted in a sealed envelope or box with RFP name, number, and name of firm printed on the outside of the envelope or box. Manual submittals shall be sent/delivered to the following address and shall be received prior to the date/time for opening:

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

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

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

Proposal shall include but not be limited to information on each of the following:

6.2 FIRM OVERVIEW

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

6.2.1 A descriptive background of your company’s history.

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

6.2.3 State the address and normal business hours of your local service location and list the number of technical support personnel assigned to this work location. Should a service location not exist in the Collin County region please list your nearest service location to the county.

- 6.2.4 What is your primary line of business?
- 6.2.5 How long have you been selling product(s) and/or providing service(s)?
- 6.2.6 State the number and location of installations where your services are in use.
- 6.2.7 Describe plan to keep Collin County up to date on current changes and operating systems, during the term of the contract.
- 6.2.8 Identify any terminated public sector projects. Disclose the jurisdiction and explain the termination.
- 6.2.9 Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- 6.2.10 List of all lawsuits resulting in award (in or outside of court) to a client and provide basis and finding of any settlement.
- 6.2.11 Give brief overview of your software (more detail will be given in Attachment A).
- 6.2.12 Provide itemized list of what is included in your indigent kit.

6.3 PROPOSED PROJECT TEAM/STAFF QUALIFICATIONS/ EXPERIENCE/ CREDENTIALS

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

6.4 PROPOSED PROJECT PLAN

- 6.4.1 Provide an implementation plan for the proposed service to include but not limited to the following areas:
 - 6.4.1.1 Project Plan to include all necessary components to render it a complete and operational system
 - 6.4.1.2 Proposed Project Plan/Timeline showing proposed schedule at each phase of the project including but not limited to the following key areas:
 - 6.4.1.2.1 Installation
 - 6.4.1.2.2 Education and Training
 - 6.4.1.2.3 Testing and Support
- 6.4.2 The County will provide an project implementation resource to oversee and coordinate integration of the requirements. Contractor shall include a description of how they will interact with this resource.

6.5 REFERENCES

- 6.5.1 Provide a minimum of three (3) references. Include the following information for each reference; the name and address of the organization, as well as the name, position, email and telephone number of the contact in the referred organization. References with similar projects and users are preferred.
 - 6.5.1.1 Describe the services provided, the start date, months to complete and the total cost of project. Include organizations that have completed similar in scope projects in the last 2 years.

6.6 SIMILAR PROJECTS INVOLVED WITH

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

6.7 REQUIREMENTS

- 6.7.1 Contractor shall respond to all requirements in Attachment A-Requirements.
- 6.7.1.1 Requirements that require a detailed response shall be submitted as attachment with named "Detailed Response to Requirements". The responses shall be in order and include the reference numbers within this document. Acknowledgement of response on this sheet is required and reference of location of response shall be referenced in the comment section of this document.
- 6.7.1.2 Any responses that are answered as a yes mean that the system will fully comply with no setup required, configurable with no changes to source code, or are provided with reporting tool. If the functionality is not available at this time the response shall be answered as no and shall be included in your proposal as "exceptions" with further explanation. Refer to Section 7.0 of the specifications for more details on Exceptions.

6.8 PRICING/FEES

- 6.8.1 State Commission fee contractor shall pay to Collin County.
- 6.8.2 State a minimum guarantee contractors shall pay to Collin County
- 6.8.3 State cost per indigent kit.
- 6.8.3.1 How is payment for indigent kit handled? Currently the County will write a check for reimbursement.
- 6.8.4 Provide list of commissary items available to include pack size (i.e. ounces, quantity) and state price charged to the inmates.
- 6.8.4.1 For each item, show the following breakout: Price + sales tax = final cost to inmate.
- 6.8.4.2 List items that are exempt from sales tax.

7.0 EXCEPTIONS

Instructions for completing section:

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

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

Reference Number	<p><u>IMPORTANT INFORMATION:</u></p> <p>Requirements that require a detailed response shall be submitted as attachment with titled "Detailed Response to Requirements". The responses shall be in order and include the reference numbers within this document. Acknowledgement of response on this sheet is required and reference of location of response shall be referenced in the comment section of this document.</p> <p>Any responses that are answered as a yes mean that the system will fully comply with no setup required, configurable with no changes to source code, or are provided with reporting tool. If the functionality is not available at this time the response shall be answered as no and shall be included in your proposal as "exceptions" with further explanation. Refer to Section 7.0 of the specifications for more details on Exceptions.</p>	<p><u>Yes</u> System currently performs these functions and/or agree to requirement</p>	<p><u>No</u> System does not perform this function and/or cannot agree to requirement</p>	<p><u>Written Response:</u> Include additional comments below. If you need additional space please include with your submittal attachment titled "Detailed Response to Requirements" and note accordingly below.</p>
5.18	GENERAL REQUIREMENTS			
5.18.1	Kiosk – Contractor shall provide minimum of forty-two (42) kiosks. There are two (2) kiosks in each housing unit (There are currently 16 housing units in the main jail and 4 housing units at minimum security) for a total of forty (40) kiosks plus one (1) in the booking area and one (1) in infirmary. These kiosks allow inmates to submit commissary orders, inmate request, grievances, complaints, sick call, view trust fund balance and purchase prepaid telephone time. This is a total of forty-two (42) kiosks.			
5.18.2	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.			
5.18.3	Employee Requirements - *Collin County Sheriff's Office shall have the right of approval or disapproval of any commissary employee hired or contracted by the contractor prior to award of the contract and during the term of the contract. *Contractor 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 contract, the contractor 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 contractor at any time. *The County may request a complete list of contractor's employees at any time during this contract which will include name, date of birth, social security number, sex, nationality and driver's license. * 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.			
5.18.4	Wages - Contractor 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.			
5.18.5	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 Contractor to the proper taxing entity. Contractor 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 contractor (i.e. monthly, quarterly, etc.).			
5.18.6	Inmate Draw - Inmate draw for commissary items shall not exceed \$100.00/week, contractor 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.			
5.18.7	The changeover from a prior Contractor to a new contractor must have Sheriff and Auditor Office personnel involvement at all times. No installation, changes to financial system or transfer of prior contractor data may occur without Auditor's Office confirmation and written approval.			

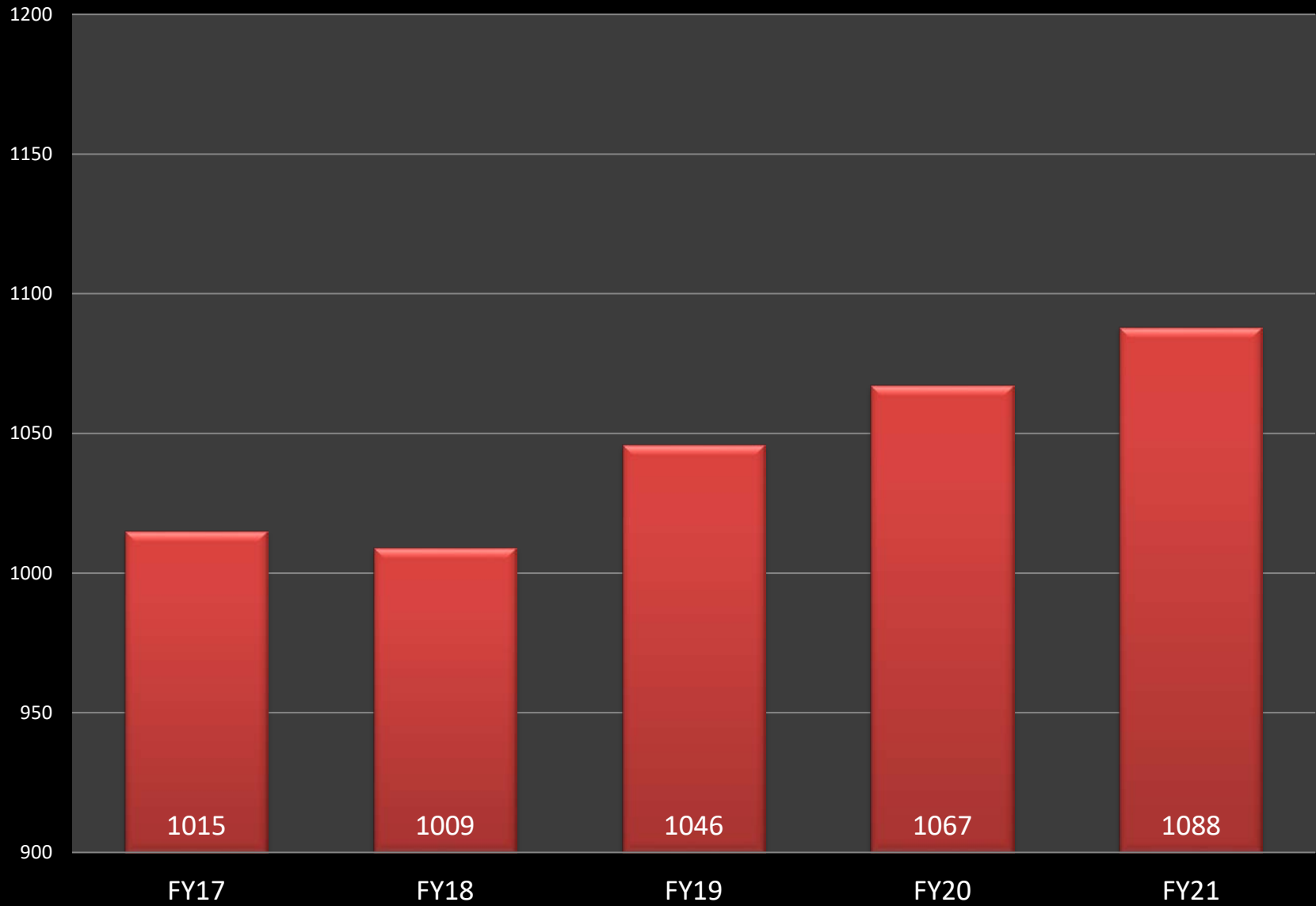
Reference Number	<p><u>IMPORTANT INFORMATION:</u></p> <p>Requirements that require a detailed response shall be submitted as attachment with titled "Detailed Response to Requirements". The responses shall be in order and include the reference numbers within this document. Acknowledgement of response on this sheet is required and reference of location of response shall be referenced in the comment section of this document.</p> <p>Any responses that are answered as a yes mean that the system will fully comply with no setup required, configurable with no changes to source code, or are provided with reporting tool. If the functionality is not available at this time the response shall be answered as no and shall be included in your proposal as "exceptions" with further explanation. Refer to Section 7.0 of the specifications for more details on Exceptions.</p>	<p><u>Yes</u> System currently performs these functions and/or agree to requirement</p>	<p><u>No</u> System does not perform this function and/or cannot agree to requirement</p>	<p><u>Written Response:</u> Include additional comments below. If you need additional space please include with your submittal attachment titled "Detailed Response to Requirements" and note accordingly below.</p>
5.19	TECHNICAL REQUIREMENTS			
5.19.1	Grant read-only access to the configuration information for system, or generate a text file (fixed length or delimited) that contains the configuration for the system. Provide written response on how your solution addresses this item.			
5.19.2	If 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. Provide written response on how your solution addresses this item.			
5.19.3	If the system does not provide read only access - to the security information, the system shall generate a text file (either fixed length/flat or delimited format) that contains the following: *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			
5.19.4	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. Provide written response on how your solution addresses this item.			
5.19.5	If the system uses the Windows Active Directory for user authentication, then the permissions granted to each user and group shall be listed. Provide written response on how your solution addresses this item.			
5.19.6	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. Provide written response on how your solution addresses this item.			
5.19.7	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 be 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. Provide written response on how your solution addresses this item.			

Reference Number	<p><u>IMPORTANT INFORMATION:</u></p> <p>Requirements that require a detailed response shall be submitted as attachment with titled "Detailed Response to Requirements". The responses shall be in order and include the reference numbers within this document. Acknowledgement of response on this sheet is required and reference of location of response shall be referenced in the comment section of this document.</p> <p>Any responses that are answered as a yes mean that the system will fully comply with no setup required, configurable with no changes to source code, or are provided with reporting tool. If the functionality is not available at this time the response shall be answered as no and shall be included in your proposal as "exceptions" with further explanation. Refer to Section 7.0 of the specifications for more details on Exceptions.</p>	<p><u>Yes</u> System currently performs these functions and/or agree to requirement</p>	<p><u>No</u> System does not perform this function and/or cannot agree to requirement</p>	<p><u>Written Response:</u> Include additional comments below. If you need additional space please include with your submittal attachment titled "Detailed Response to Requirements" and note accordingly below.</p>
5.19.8	<p>The County currently uses Tyler Technology for its Jail Management Software. Describe how your software needs to integrate with the County's jail management software. The contractor will be responsible for providing CSV formatted file, using a data layout that will provided by the County. The CSV file will be provided electronically to the County by the Contractor. Provide written response on how your solution addresses this item. 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/yyyy Gender description: "Male" or "Female"</p>			
5.19.9	<p>Collin County currently charges inmates for medical visits which are deducted from the inmates' commissary fund. 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. Provide written response on how your solution addresses this item.</p>			
5.20	Reporting			
5.20.1	<p>Upon request the Contractor 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. Contractor shall provide data store record layout, data dictionary or similar documentation for use by the Auditor's Office when accessing the data store. Provide written response on how your solution addresses this item.</p>			
5.20.2	<p>Contractor shall provide physical or electronic access review capabilities to the Collin County Auditor's Office and 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, expenditures, *all deductions and commissions per month, *check register and bank reconciliation Provide written response on how your solution addresses this item.</p>			

Reference Number	<p><u>IMPORTANT INFORMATION:</u></p> <p>Requirements that require a detailed response shall be submitted as attachment with titled "Detailed Response to Requirements". The responses shall be in order and include the reference numbers within this document. Acknowledgement of response on this sheet is required and reference of location of response shall be referenced in the comment section of this document.</p> <p>Any responses that are answered as a yes mean that the system will fully comply with no setup required, configurable with no changes to source code, or are provided with reporting tool. If the functionality is not available at this time the response shall be answered as no and shall be included in your proposal as "exceptions" with further explanation. Refer to Section 7.0 of the specifications for more details on Exceptions.</p>	<p><u>Yes</u> System currently performs these functions and/or agree to requirement</p>	<p><u>No</u> System does not perform this function and/or cannot agree to requirement</p>	<p><u>Written Response:</u> Include additional comments below. If you need additional space please include with your submittal attachment titled "Detailed Response to Requirements" and note accordingly below.</p>
5.20.3	<p>Provide written response on how your solution addresses these items:</p> <p>*Bank balance is to be reconciled to the inmate trust account check register balance and transaction report ending balance.</p> <p>*Run a separate inmate report (by inmate-all transaction) and a separate transaction report (all transactions by date/time/shift).</p> <p>*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.</p> <p>*Voiding checks and then creating a Void Check Register report to show the inmate's name, check number, date, amount and total.</p> <p>Contractor shall include with their proposal a sample of a report(s) showing the required information and explain how checks are voided in the system.</p>			
5.20.4	<p>By the next County business day, a copy of all receipts (physical or electronic) for commissary purchases shall be made available to the Collin County Auditor' Office. Each receipt shall be signed (physical or electronic) by the inmate showing that the commissary item(s) listed on the receipt were received. If applicable, Contractor 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. Provide written response on how your solution addresses this item.</p>			
5.20.5	<p>Contractor 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. Provide written response on how your solution addresses this item.</p>			
5.20.6	<p>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. Provide written response on how your solution addresses this item.</p>			
5.20.7	<p>Contractor 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. Provide written response on how your solution addresses this item.</p>			

Collin County Population & Predictions

*FY19 Population is Based on the First Quarter



Collin County Detention Center

Current Price List
26-Feb-19

<u>Clothing</u>		<u>Health & Beauty-cont</u>		<u>Candy</u>		<u>Cookies & Pastries</u>	
Boxer SZ Sm (30-32)	4.29	Toothpaste .85 oz	0.49	Atomic Fire Balls	1.83	Jumbo Honey Bun	1.69
Boxer SZ Med (34-36)	4.29	Bob Barker Toothbrush	0.89	Skittles Peg Bag	3.99	Duplex Cookies	1.59
Boxer SZ Lrg (38-40)	4.29	Toothpaste 2.5oz	2.99	Starburst Peg Bag	3.99	Granola Bar	0.99
Boxer SZ XL (42-44)	4.29	Magic Shave	5.08	M&M Peanut Box	2.91	Rice Krispie Treat	1.49
Boxer SZ 2XL (46-48)	4.29	Women's Lady Stick	4.29			Grandmas Oatmeal Cookies	0.99
Boxer SZ 3XL (50-52)	4.29	VO5 Shampoo	3.19	<u>Beverages</u>		Grandmas Choc Chip Cookies	0.99
Panties SZ 6	2.49	VO5 Conditioner	3.19	Coffee Single Serving	0.41	Chocolate Honey Bun	1.69
Panties SZ 7	2.49	Tampons 8 ct	3.69	Swiss Hot Chocolate	0.45	Grandmas Fudge Cookies	0.99
Panties SZ 8	2.49	Speed Stick 1.8 oz	4.59	Maxwell House 4oz	8.59	Strawberry Cookies	1.59
Panties SZ 9	2.49	Denture Adhesive	6.29	Folgers Instant	12.50	Peanut Butter Cookies	1.59
Panties SZ 10	2.49	Dandruff Shampoo 1.7 oz.	1.99	Instant Coffee Bag	4.49	Strawberry Wafers	1.49
Panties SZ 11	2.49	Razor Single Edge	0.29	Vanilla Cappuccino	0.59	Vanilla Wafers	2.59
Sport Bra Sz 34 (med)	8.39	Hair Food	2.70				
Sport Bra Sz 36 (Large)	8.39	Laundry Detergent	0.99	<u>Food</u>		<u>Chips/Snacks</u>	
Sport Bra Sz 38 (X-L)	8.39	Razor Twin Blade	0.89	Double Barrell Beef Stick	1.49	PB & Cheese Crackers	0.69
T-Shirt SZ Med	4.29	Ibuprofen	0.69	Beef & Cheese Stick	1.49	Cheetos Hot Limon	1.29
T-Shirt SZ Lrg	4.29	Cocoa Butter Skin Cream	2.59	Hot Pickle	1.49	Jalapeno Cheetos	1.29
T-Shirt SZ XL	4.29	VO5 3 in one Body Wash	3.49	Jalapeno Squeezer	1.09	Jalapeno Pretzel Pieces	1.49
T-Shirt SZ 2XL	4.29			Grape Jelly Squeezer	0.39	Ruffles Cheddar & Sour Cream	1.29
T-Shirt SZ 3XL	4.29	<u>Postage</u>		Mayonnaise small	0.21	Hot & Spicy Pork Skins	1.29
Thermal Top Med	7.19	Pre-Stamped Envelope	0.72	Peanut Butter Squeezer	0.89	Fritos	1.29
Thermal Top Lrg	7.19	Stamp .55	0.55	Beef Soup	0.99	Salted Peanuts	0.99
Thermal Top XL	7.19			Chicken Soup	0.99		
Thermal Top 2XL	7.19	<u>General Merchandise</u>		Chili Soup	0.99		
Thermal Top 3XL	8.19	Pink Eraser	0.19	Saltines Sleeves	1.19		
Thermal Bottom Med	7.19	Black Pen	0.89	Tuna Pouch	3.89		
Thermal Bottom Lrg	7.19	Color Pencils	3.99	Peanut Butter Jar 18 oz	5.19		
Thermal Bottom XL	7.19	Large Envelope 9x12	0.49	Picante Beef Soup	0.99		
Thermal Bottom 2XL	7.19	Scratch Pad 8x11	4.10	Oatmeal Single	0.69		
Thermal Bottom 3XL	8.19	Lined Writing Tablet	1.69	Hot Summer Sausage	3.99		
Shower Shoes Med	2.49	Playing Cards	4.32	Refried Beans	1.91		
Shower Shoes Lrg	2.49	Sudoku Puzzle	1.99	Cajun Hot Sauce	1.99		
Shower Shoes XL	2.49	Word Search Puzzle	1.99	Jalapeno Slices	0.79		
Socks	1.29	Crossword Puzzle	1.99	Sardines in Hot Sauce	1.99		
		10 X 15 Storage Folder	0.49	Ranch Dip	1.19		
<u>Health & Beauty</u>		Zip Lock Bag	0.29	Salmon 5 oz.	3.19		
Plastic Comb 5"	0.49	Bowl with lid	1.41	Spam Single	2.99		
Contact Lens Case	3.79	Adult Coloring Book	2.59	Chi Chi's Tortillas	4.99		
Denture Tablets - 2 ct	0.59			Refried Beans	1.71		
Hair Brush No Handle	3.65			Cajun Hot Sauce	1.89		
Hair Tie	0.39			Jalapeno Slices	0.79		
Cough Drops Cherry	2.61	Reading Glasses	6.19	Sardines in Hot Sauce	1.79		
Chap Stick	2.15			Ranch Dip	1.19		
Tums	1.99			Salsa Con Queso	2.79		
Contact Lens Solution	6.99			Salmon 2.5 oz.	2.89		
Shaving Cream	2.89			Spam Single	2.89		
Toothbrush Holder	0.89			Chi Chi's Tortillas	4.99		
Dove Body Wash 12oz	12.99						
Face Wash	2.99						

All prices include appropriate tax

Exhibit C - iCare Menu

Icare Menu Item	Price
Miss You	\$ 35.99
Rockin Ramen	\$ 35.99
Miss You A Latte	\$ 39.99
Deluxe Health & Beauty	\$ 42.99
Meal Deal	\$ 44.99
All That & A Bag Of Chips	\$ 63.99
Flavor Savor	\$ 69.99
Back Home	\$ 83.99

INFORMATION REGARDING **CONFLICT OF INTEREST QUESTIONNAIRE**

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

For a copy of Form CIQ and CIS:

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

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

For a listing of current Collin County Officers:

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

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

Department:

Sheriff Jim Skinner

Parrish Cundiff - Sheriff

Terry McCraw - Sheriff

Jimmy Moody – Sheriff

Shela Vinson - Auditor

Kristine Malone – Auditor

Casey Stone - IT

Chris Barnes - Sheriff

Purchasing:

Michalyn Rains, CPPO, CPPB – Purchasing Agent

Michelle Charnoski, CPPB – Asst. Purchasing Agent

Sara Hoglund, CPPB – Senior Buyer

Commissioners' Court:

Chris Hill – County Judge

Susan Fletcher – Commissioner Precinct No. 1

Cheryl Williams – Commissioner Precinct No. 2

Darrell Hale – Commissioner Precinct No. 3

Duncan Webb – Commissioner Precinct No. 4

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

- (2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

HB89/CHAPTER 2270 VERIFICATION

I, _____, the undersigned representative of
(PRINT NAME)

(COMPANY)

do hereby verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

SOLICITATION NUMBER

SIGNATURE OF COMPANY REPRESENTATIVE

DATE

TITLE

Request for Taxpayer Identification Number and Certification

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

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

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	Social security number [][][] - [][] - [][][][][][] or Employer identification number [][] - [][][][][][][][][]
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Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	Signature of U.S. person ▶ Date ▶
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General Instructions

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

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

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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