



# Collin County Purchasing

**2022-230**

## **GPS Offender Monitoring**

Issue Date: 5/3/2022

Questions Deadline: 5/16/2022 05:00 PM (CT)

Response Deadline: 5/26/2022 02:00 PM (CT)

Collin County Purchasing

### **Contact Information**

Contact: JD Griffin, CPPB Senior Buyer

Address: Purchasing

Admin. Building

Ste. 3160

2300 Bloomdale Rd.

Ste. 3160

McKinney, TX 75071

Phone: (972) 548-4116

Fax: (972) 548-4694

Email: [jgriffin@co.collin.tx.us](mailto:jgriffin@co.collin.tx.us)

## Event Information

Number: 2022-230  
Title: GPS Offender Monitoring  
Type: Request for Proposal - HT/INS  
Issue Date: 5/3/2022  
Question Deadline: 5/16/2022 05:00 PM (CT)  
Response Deadline: 5/26/2022 02:00 PM (CT)  
Notes: 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 **GPS Offender Monitoring** to be utilized by Pre-Trial Release, Community Corrections and Supervision (CSCD) and Juvenile Probation.

## Ship To Information

Address: Multiple Departments  
2300 Bloomdale Rd.  
McKinney, TX 75071

## Billing Information

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

## Bid Attachments

### **LEGAL NOTICE\_2022-230.doc**

Legal Notice

[Download](#)

### **General\_Instructions\_Proposals 09.03.21.docx**

General Instructions - Proposal - updated 09.03.21

[View Online](#)

### **Terms\_of\_Contract\_Proposals\_-\_2.10.21.docx**

Terms of Contract - Proposals

[View Online](#)

### **Insurance updated 1-26-2015.doc**

Insurance Requirements

[View Online](#)

### **Specifications\_2022-230.docx**

RFP Specifications

[View Online](#)

### **Attachment A-Requirements.xlsx**

Attachment A-Requirements

[View Online](#)

### **HB23 CIQ.docx**

Information Regarding Conflict of Interest Questionnaire

[View Online](#)

### **CIQ\_113015.pdf**

Conflict of Interest Questionnaire

[View Online](#)

### **W-9 rev 2018.pdf**

W-9 Form

[View Online](#)

# Requested Attachments

## Proposal Response to Section 6.0

(Attachment required)

Attach your proposal response.

## W-9

(Attachment required)

## Conflict of Interest Questionnaire

## Bid Attributes

<b>1</b>	<b>eBid Notice</b> 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.  _____ _____ _____ <i>(Required: Maximum 1000 characters allowed)</i>
<b>2</b>	<b>Contact Information</b> 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.  _____ _____ _____ _____ _____ <i>(Required: Maximum 4000 characters allowed)</i>
<b>3</b>	<b>Solicitation Submittals</b> Purchasing will temporarily only accept IFB, RFP, RFQ and Quote submittals electronically in Ionwave (eBid) or via parcel carrier until further notice. Please do not deliver your solicitation response in person. All bid openings will be completed on schedule and witnessed by Collin County Purchasing staff to ensure all procurement statutes, policies and state laws are followed. Please initial.  _____ _____ _____ <i>(Required: Maximum 1000 characters allowed)</i>
<b>4</b>	<b>Delivery</b> 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.  _____ _____ _____ <i>(Required: Maximum 1000 characters allowed)</i>

**5 Exceptions**  
Do you take exception to the specifications? If so, by separate attachment, please state your exceptions.  
 Yes  No  
*(Required: Check only one)*

**6 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)*

**7 Subcontractors**  
State the business name of all subcontractors and the type of work they will be performing under this contract. If you are fully qualified to self-perform the entire contract, please respond with "Not Applicable-Self Perform".  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Required: Maximum 4000 characters allowed)*

**8 Reference No. 1**  
List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Required: Maximum 4000 characters allowed)*

**9 Reference No. 2**

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

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*(Required: Maximum 4000 characters allowed)*

**10 Reference No. 3**

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

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*(Required: Maximum 4000 characters allowed)*

**11 Cooperative Contracts**

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

Yes  No

*(Required: Check only one)*

**1**  
**2** **Preferential Treatment**

The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A).

1. Is your principal place of business in the State of Texas?
2. If your principal place of business is not in Texas, in which State is your principal place of business?
3. If your principal place of business is not in Texas, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage?
4. If your state favors resident bidders, state by what dollar amount or percentage.

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*(Required: Maximum 4000 characters allowed)*

**1**  
**3** **Debarment Certification**

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

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*(Required: Maximum 1000 characters allowed)*

**1**  
**4** **Immigration and Reform Act**

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

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*(Required: Maximum 1000 characters allowed)*

**1**  
**5** **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.

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*(Required: Maximum 1000 characters allowed)*

**1  
6** **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  
7** **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  
8** **Notification Survey**

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

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

*(Required: Check only one)*

**1  
9** **Critical Infrastructure Affirmation**

Pursuant to section 2274.0102 of the Texas Government Code, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries. Please initial.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Required: Maximum 1000 characters allowed)*

**2  
0** **Energy Company Boycotts**

Pursuant to Section 2274.002 of the Texas Government Code, should the contract have a value of \$100,000 or more and the company employs 10 or more full-time employees, Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies, and (2) will not boycott energy companies during the term of the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency. Please initial.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Required: Maximum 1000 characters allowed)*

**2**  
**1** **Firearm Entities and Trade Associations Discrimination**

Pursuant to section 2274.002 of the Texas Government Code, should the contract have a value of \$100,000 or more and the company employs 10 or more full-time employees, Respondent verifies that: (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency. Please initial.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Required: Maximum 1000 characters allowed)*

**2**  
**2** **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)*

**Bid Lines**

**1** **State Price Per Day for Active GPS Unit - County Paid**

*(Response required)*

Quantity:   1   UOM:   day   Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- No bid
- Alternate specification  
*(Attach separate sheet)*
- Additional notes  
*(Attach separate sheet)*

**2** **State Price Per Day for Active GPS Unit - Offender Paid**

*(Response required)*

Quantity:   1   UOM:   day   Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- No bid
- Alternate specification  
*(Attach separate sheet)*
- Additional notes  
*(Attach separate sheet)*



**3 State Price for Replacement Unit**  
*(Response required)*

Quantity:   1   UOM:   each   Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Alternate specification  
*(Attach separate sheet)*  
 Additional notes  
*(Attach separate sheet)*

**4 State Price for any additional fees associated with product for service.**  
*(Line excluded from response total)*

Item Notes: Upload your price sheet for any additional pricing items.

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

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 addenda which could ultimately render your Submittal non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.

1.5 A Submittal may not be withdrawn or canceled by the Offeror prior to the ninety-first (91<sup>st</sup>) day following public opening of Submittals and only prior to award.

1.6 It is understood that Collin County, Texas reserves the right to accept or reject any and/or all 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 RFPs and CSPs 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. RFPs and CSPs may be submitted in electronic format via Collin County eBid.

1.9 All RFPs and CSPs 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 RFPs and CSPs submitted in hard copy paper form. RFPs, and CSPs 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 RFP or CSP and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than the date specified in the solicitation. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners Court. Addenda may be transmitted electronically via Collin County eBid.

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

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

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

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

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

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

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

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

1.18.3 have a satisfactory record of performance;

1.18.4 have a satisfactory record of integrity and ethics;

1.18.5 be otherwise qualified and eligible to receive an award.

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

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

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

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

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

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

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

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

## 2.0 TERMS OF CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

\$25,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56<sup>th</sup> 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 56<sup>th</sup> 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 Collin County prior to access being granted to Collin County facilities. Upon request, Vendor/Contractor/Provider shall provide list of individuals to the 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/Enginner may determine.

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

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

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

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

2.38 Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

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

**3.0 INSURANCE REQUIREMENTS**

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

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

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

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

Employers' Liability

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

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

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

3.1.5 **Umbrella/Excess Liability** insurance.

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

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

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

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

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

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

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

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

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

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

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

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

<b>4.0 EVALUATION CRITERIA AND FACTORS</b>
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- 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.

#### **LEVEL 1 - CONFORMANCE WITH MANDATORY REQUIREMENTS**

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

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. Those Vendors who do not meet all the requirements for the RFP may, at the discretion of the County, be contacted to submit the missing information within two business days. Incomplete or noncompliant RFPs may be disqualified.

#### **LEVEL 2 – DETAILED PROPOSAL ASSESSMENT (Maximum 70 Points)**

Contractors elevated to Level 2 may be asked to make a presentation to show unit and website referenced in proposal, as well as any other cost and implementation planning considerations in the proposal. All Contractors who are elevated to Level 2 will be required to submit a demonstration unit for testing. Contractor shall provide unit at time of presentation, or upon request.

The Evaluation Committee will conduct a detailed assessment of all proposals elevated to this Level. Proposals may earn up to 70 Points based on evaluated criteria.

The Evaluation Criteria evaluated in Level 2 include:

<b>Points</b>	<b>Evaluation Criteria</b>
35	Device Meeting Requirements – See Attachment A and demonstration of the unit (Proposal Format Item 6.7).

25	Services Provided, Project Team, Project Plan (Proposal Format Item 6.3; 6.4)
10	Qualifications of the Firm/Similar Projects Involved With (Proposal Format Item 6.2; 6.6)

It is anticipated that Collin County will elevate proposals scoring at least 49 points (70%) to Level 3.

### **LEVEL 3 – COST (Maximum 30 Points)**

Contractors who are elevated to Level 3 will have their points combined from Level 2 for a maximum of 100 points total. For evaluation purposes, cost will be calculated as follows:

Pre-Trial Release:

Monthly average 275 units

275 units x 30 days in month x Contractor Daily Rate for County Paid (see 6.8.1) x 12 months.

plus

Install Fees (if any) 361 units x install fee (see 6.8.1.1).

CSCD:

Monthly average 22 units

22 units x 30 days in month x Contractor daily Rate for County Paid (see 6.8.1) x 12 months.

plus

Install Fees (if any) 31 units x install fee (see 6.8.1.1).

Juvenile Probation:

Monthly average 28 units

28 units x 30 days in month x Contractor daily Rate for County Paid (see 6.8.1) x 12 months.

Plus

Install Fees (if any) 61 units x install fee (see 6.8.1.1)

<b>Points</b>	<b>Evaluation Criteria</b>
30	Cost (Proposal Format Item 6.8)

### **LEVEL 4 – REFERENCES (Maximum 20 Points)**

<b>Points</b>	<b>Evaluation Criteria</b>
20	References (Proposal Format Item 6.5)

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.

### **LEVEL 5 – BEST AND FINAL OFFER**

Contractors who are susceptible of receiving award will be elevated to Level 5 for Best and Final Offer. Contractor may be asked to respond in writing to issues and questions raised by the County as well as any other cost and implementation planning considerations in the proposal, and may be invited to present their responses on-site. Proposals may be re-evaluated based upon Criteria in level 2 through 4.

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

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

- 5.1 Authorization: By order of the Commissioners Court of Collin County, Texas sealed proposals will be received for **GPS Offender Monitoring**.
- 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 **GPS Offender Monitoring** to be utilized by Pre-Trial Release, Community Corrections and Supervision (CSCD) and Juvenile Probation.
- 5.3 Term: Provide for a term contract commencing on September 1, 2022 through and including August 31, 2023 with the option of two (2) one (1) year renewals.
- 5.3.1 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.
- 5.3.2 At the end of this contract should another vendor be awarded the contract all participants with over thirty (30) days left of monitoring will be changed out to the new vendor. If a participant has less than thirty (30) days left on the monitor the existing vendor will continue to monitor until completion date for that participant.
- 5.4 Point of Contact: Information regarding the purchasing process and the contents of this RFP may be obtained from J.D. Griffin, CPPB Senior Buyer or email [jgriffin@co.collin.tx.us](mailto:jgriffin@co.collin.tx.us).

- 5.5 **Funding:** Funds for payment have been provided through the Collin County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the County from any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that arise past the end of the current Collin County fiscal year shall be subject to budget approval.
- 5.6 **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 **Price Redetermination:** A price redetermination may be considered by Collin County only at the anniversary date of the contract. All requests for price redetermination shall be in written form, shall be submitted a minimum of ninety (90) days prior to anniversary date, and shall include documents supporting price redetermination such as manufacturer's direct cost, postage rates, Railroad Commission rates, federal/state minimum wage law, federal/state unemployment taxes, FICA, insurance coverage rates, etc. The proposer's past experience of honoring contracts at the proposed price will be an important consideration in the evaluation. Collin County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.
- 5.8 **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 6.4.
- 5.9 **Delivery/Setup/Installation Location:** Locations for delivery and installation will be as follows:

**For Pre-Trial Release:**

Collin County Detention Center  
 4300 Community Ave.  
 McKinney, TX 75071

**For Juvenile Probation:**

Collin County Juvenile Probation  
 4690 Community Ave.  
 McKinney, TX 75071

Collin County Juvenile Probation  
 900 E. Park Blvd., Suite 210  
 Plano, TX 75074

**For CSCD:**

Russell A. Steindam Courts Building  
 2100 Bloomdale Road, Suite 12262  
 McKinney, TX 75071

Plano Sub-Courthouse  
 900 E. Park Blvd., Suite 200  
 Plano, TX 75074

Minimum Security Community  
 Corrections Facility  
 4800 Community Ave.  
 McKinney, TX 75071

Collin County Detention Center  
 4300 Community Ave.  
 McKinney, TX 75071

Optional-Vendor location (requires CSCD approval)



- 5.10 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.
- 5.11 Testing: Testing may be performed at the request of Collin County, by an agent so designated, without expense to Collin County.
- 5.12 Samples/Demos: Samples/demos shall be furnished free of expense to Collin County. All Contractors who are elevated to Level 2 will be required to submit a demonstration unit for testing. Contractor will provide demonstration unit at date and time of presentation.
- 5.13 Approximate Value/Usage: Approximate usage does not constitute an order, but only implies the probable quantity the County will use. Annual estimated expenditure for CSCD is \$40,000, annual estimated expenditure for Pre-Trial release is \$700,000, and annual estimated expenditure for Juvenile Probation is \$40,000.
- 5.13.1 CSCD installed 31 GPS devices for Fiscal Year 2021. The monthly average of GPS devices monitored was 22 units per month for Fiscal Year 2021.
- 5.13.1.1 Lost/Damaged Units – For CSCD since September 2019: Tag-2 OBC (charger)-2, charger dock-1.
- 5.13.2 Collin County Justice Center (Pre-Trial Release) installed 361 GPS devices for Fiscal Year 2021. The monthly average GPS devices monitored was 275 units for Fiscal Year 2021.
- 5.13.2.1 Lost/Damaged Units - For Pre-Trial Release since September 2019: Tag-67, OBC (charger)-85, charger dock-68, RF beacons-4.
- 5.13.3 Collin County Juvenile Probation installed 61 GPS devices for Fiscal Year 2021. The monthly average GPS devices monitored was 28 units for Fiscal Year 2021.
- 5.13.3.1 Lost/Damaged Units - For Juvenile Probation since September 2019: Tag-8, OBC (charger)-9, charger dock-10, RF beacons-12.
- 5.14 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.
- 5.15 Subcontractors: Contractor shall state names of all subcontractors and the type of work they will be performing. If a contractor fails to specify a subcontractor, then he shall be deemed to have agreed that he is fully qualified to perform the contract himself, and that he will fully perform the contract himself.

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

The successful proposer further agrees that Collin County and its agents, servants and employees shall not be liable for any loss or damage resulting from personal injury, physical loss, harassment of or discrimination against employee or other violations of the

provisions of this contract occasioned by the acts or omissions of the successful proposer's sub-contractors, their agents or employees. The indemnification provisions of this contract shall apply to all sub-contractors.

- 5.16 **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.

#### 5.17 **PROPOSAL SCHEDULE**

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

RFP Released	May 3, 2022
Deadline for submission of questions	May 16, 2022
Proposals Due	May 26, 2022
Demonstrations	June 28-29, 2022 - tentative
Award of RFP	July 2022

#### 5.18 **PURPOSE/SCOPE OF WORK**

The principal program objective is a reduction of commitments to the Collin County Justice Center. The GPS monitoring services is an alternative to incarceration due to revocation of non-violent offenders as a condition of pre-trial release, surety bond, and as a condition of appeal bond for both felony and misdemeanor high-risk offenders and as a condition of Supervision. These services are utilized by Pre-Trial Release, Community Supervision and Corrections Department (CSCD) and Juvenile Probation.

Current Device – SMART TAG

Current Service Provider – Buddi US

- 5.19–5.25 – See Attachment A – Requirements. Complete Attachment A and submit in accordance with section 6.7.

### **6.0 PROPOSAL FORMAT**

In accordance with the directions below, contractor shall provide a response for each item in Section 6.2 – 6.8 in order and include item numbers in response. Answer all questions fully, clearly, and concisely, giving complete information. Do not skip items. Do not refer to other parts of your proposal for the answers. You may not modify either the order or language of the question. **Responses shall include a statement of "agree", "confirmed", "will provide", "not applicable", or "exception taken" along with any additional information.** If an item is "not applicable" or "exception taken", contractor shall state that and refer to Section 7.0 Exceptions, with explanation.

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

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

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

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

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

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

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

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

6.2 **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.

**6.3 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.

6.3.2 Provide name, job title, responsibilities, 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 product(s)/service(s) to include but not limited to the following areas:

6.4.1.2 Proposed Project Plan/Timeline showing, at a minimum, 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

6.4.3 The County will provide a project implementation resource for Pre-Trial Release, CSCD, and Juvenile Probation 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. Include organizations that have completed similar in scope projects in the last two (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 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 response answered as a “yes” means that the solution will comply.

**6.8 PRICING/FEES**

Contractor shall state pricing in the appropriate categories below.

- 6.8.1 State Price per day for Active GPS unit – County Paid
  - 6.8.1.1 – Installation Fees, if any
- 6.8.2 State Price per day for Active GPS unit – Offender Paid
  - 6.8.2.1 – Installation Fees, if any
- 6.8.3 State Price for Replacement Unit
- 6.8.4 State Price for any additional fees associated with product for service

**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><b>IMPORTANT INFORMATION:</b>                      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>	Yes System currently performs these functions and/or agree to requirement	No System does not perform this function and/or cannot agree to requirement	<p><b>Written Response:</b> 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	<b>GENERAL REQUIREMENTS</b>			
5.19.1	Contractor shall be responsible for the installation/removal of the GPS monitors for the Pre-Trial Release, Collin County Supervision and Corrections (CSCD) and Juvenile Probation at the location(s) stated in section 5.9.			
5.19.2	Installation/Removal shall be Monday – Friday, Contractor is not responsible for weekends or holidays.			
5.19.3	Monitoring shall be done by the offeror at the offeror’s location.			
5.19.4	County personnel shall be able to use the application to create, edit, and apply inclusion and exclusion zones.			
5.19.5	Contractor shall be responsible for sending daily notifications of violations via email.			
5.20	<b>Unit Requirements</b>			
5.20.1	The GPS tracking unit shall attach to the offender as a bracelet (i.e. “one piece system”)			
5.20.2	The unit shall be FCC certified			
5.20.3	The GPS Tracking Unit/Monitoring Bracelet shall be lightweight.			
5.20.4	The monitoring unit shall not pose a safety hazard to the offender or others. Provide warranty/indemnity information.			
5.20.5	The monitoring unit shall function reliably under normal environmental and atmospheric conditions.			
5.20.6	The unit shall transmit data, including offender's monitoring status and GPS tracking points to a central host system operated by the Contractor.			
5.20.7	After department personnel have used the web-based software to establish schedules and zones (inclusion and exclusion) parameters, it is desired that said parameters be stored on both the gps tracking unit and on the Contractor's central host system simultaneously. The county desires a gps tracking unit that can independently verify and record parameter compliance/violations without further communication with the central host system. This would include both equipment violations and zone violations. Describe how the proposed system would accomplish this.			
5.20.8	When the GPS tracking unit recognizes that a violation has occurred, the unit shall log the violation on-board and initiate a data transfer with the central host system, regardless of the next preset “call in” time. The central host system shall immediately notify the department and or other identified persons (e.g. victims, officers, law enforcement) of the violation. Provide Literature and/or sample data.			
5.20.9	The GPS tracking unit shall have the capability to notify the offender of instances of non-compliance by using at least one of the following methods 1) displaying text, 2) issuing audible tones, 3) displaying led lights or 4) vibrations. The unit shall be able to notify the offender of such instances even in the absence of communications with the central host system.			
5.20.10	The unit shall automatically identify and send key event and general information to the central host system pertaining to the activities of the offender, the unit, and the transmitter as follows:			
	5.20.10.1 Unauthorized absence from his or her residence.			
	5.20.10.2 Equipment malfunctions (all installed components).			
	5.20.10.3 Tampering with equipment (all installed components).			
	5.20.10.4 Power degradation (electrical loss or reserve backup power low).			
	5.20.10.5 Location verification failure (includes loss of GPS signals).			
	5.20.10.6 Missed calls from the tracking unit.			
	5.20.10.7 Exclusion and inclusion zone violations (The offender traveled to an unauthorized location)			
	5.20.10.8 The location and movement of the offender			
5.20.11	The monitoring unit shall include an internal clock and shall date/time stamp all recorded events.			

Reference Number	<p><b>IMPORTANT INFORMATION:</b> 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>	Yes System currently performs these functions and/or agree to requirement	No System does not perform this function and/or cannot agree to requirement	<p><b>Written Response:</b> 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>
5.20.12	The unit shall have the ability to continue to record and store monitoring data in the event of a communications disruption with the central host system. Once communication is restored, the unit shall transmit all data to central host system. Indicate the data storage time lengths.			
5.20.13	The unit shall have the ability to store all monitoring data in the event of an extended power failure. Once communication and power is restored, the unit shall transmit all data to central host system. Indicate time limits and provisions for back up			
5.20.14	The unit shall be equipped with tamper detection and a notification system that records a violation if/when the unit's case is opened and notifies the central host system of such violations.			
5.20.15	The unit shall be equipped with tamper detection and a notification system that records a violation if/when the unit's battery is removed and notifies the central host system of such violations.			
5.20.16	The GPS tracking unit shall incorporate a system that can detect motion in the absence of both GPS and cellular availability. The unit shall log whether or not the unit is in motion. Describe the motion detection system incorporated.			
5.20.17	The unit shall have the capability to record a violation if/when the unit has simultaneously been in motion and has not received GPS signals for a predetermined amount of time. Describe how the central host system is notified of such violations.			
5.20.18	The unit shall record and store GPS tracking points with corresponding time/date stamps at frequencies of at least once every 60 seconds regardless of violation status and at least once every 30 seconds during violation status.			
5.20.19	The unit shall have a battery life exceeding 12 hours between charges. The County prefers a battery of life of 24 hours between charges.			
5.20.20	The units offered by Contractor shall have been in use by a law enforcement, corrections or probation department in the U.S. for at least two years or if the units are newer than 2 years, the Contractor must provide data to allow the county to determine the reliability of the unit out in the field.			
5.20.21	The unit shall be in compliance with U.S. patent laws.			
5.20.22	The unit shall have batteries which are easily charged and swapped out by offender or shall "plug" into standard power supplies. Charging system shall be lightweight and accommodate 110V (domestic) and 220V (international) power supplies. Charging system shall include a light to indicate whether the GPS unit is charging or has a full charge.			
5.20.23	The transmitter bracelet shall be water resistant Please indicate depth of water resistance.			
5.20.24	The transmitter shall have dual tamper detection utilizing electronic and fiber optic tamper mechanisms.			
<b>5.21</b>	<b>Software/Hosting Requirements</b>			
5.21.1	The Contractor shall provide a web-based software application that provides department personnel with access to central host system.			
5.21.2	The application shall be accessible through a standard web browser interface.			
5.21.3	The application shall utilize security protocols that will prevent unauthorized access to the database and the offender information contained therein.			
5.21.4	The application shall not require installation on County computers.			
5.21.5	This application shall be the single point for the department to setup and access information relative to GPS.			
5.21.6	The application shall allow County personnel to view information about the offender, including but not limited to personal information, current electronic monitoring data, violation statuses, notification settings and reports.			

Reference Number	<p><b>IMPORTANT INFORMATION:</b>                      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>	Yes System currently performs these functions and/or agree to requirement	No System does not perform this function and/or cannot agree to requirement	<p><b>Written Response:</b> 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>
5.21.7	The application shall allow County personnel to enroll/edit/ remove offenders without calling the monitoring center.			
5.21.8	The application shall allow County personnel to create, edit, delete and apply monitoring parameters (such as daily/weekly schedules) for individual offenders or groups of offenders.			
5.21.9	The application shall allow for notifications to be sent to County personnel via email, text message/page, and facsimile.			
5.21.10	The application shall allow the County personnel to enter information to initiate multiple alert notifications (i.e. victims, officers, law enforcement) for specified key events (i.e. notify victim when an offender comes near an exclusion zone) or non-compliance with monitoring parameters.			
5.21.11	The application shall allow department personnel to filter report results by violation/event.			
	5.21.11.1 Strap tamper			
	5.21.11.2 Inclusion zone violation			
	5.21.11.3 Exclusion zone violation			
	5.21.11.4 GPS tracking unit in motion with no GPS			
	5.21.11.5 GPS tracking unit case tamper			
	5.21.11.6 Battery levels/charging history			
5.21.12	The application shall enable County to find up-to-date location and monitoring information for any offender. This "location request" function shall display offender location within two (2) minutes of request unless wireless coverage unavailable.			
5.21.13	The application shall display location of the offender on an interactive map containing recognizable state, county, municipality, and street names.			
5.21.14	The application shall display every GPS point recorded by field units.			
5.21.15	The application shall allow County personnel to easily zoom in and out by dragging the mouse to designate an area.			
5.21.16	The application shall allow the County personnel to easily determine the approximate address of any tracking point.			
<b>5.22</b>	<b>Training</b>			
5.22.1	Contractor to provide at least one (1) initial training session of at least four (4) hours each for pre-trial release, CSCD (Adult Probation) and Juvenile Probation. This would be a total of three (3) training sessions at start of contract. Contractor shall also provide on-going training as needed.			
<b>5.23</b>	<b>Maintenance and Support</b>			
5.23.1	Contractor shall maintain replacement parts during the term of the contract and shall service and/or replace defective parts within twenty-four (24) hours of any malfunction. If unit is not operable, a loaner/replacement unit shall be available to maintain continuous monitoring of offender.			
5.23.2	Contractor shall provide twenty-four (24) hour technical service and support.			
<b>5.24</b>	<b>Storage of Data</b>			
5.24.1	Collin County requires storage of each participant's monitoring data for the life of the contract. Collin County requests this information be stored on an electronic storage medium and provided to Collin County upon written request. Upon termination of the contract, electronic copies of all data shall become the exclusive property of Collin County and Contractor shall provide affidavit that all participants' records have been removed from their system.			
5.24.2	Data shall be readily available upon request within forty-eight (48) hours until one (1) year after defendant is deactivated.			
<b>5.25</b>	<b>Confidentiality</b>			



Reference Number	<p><b>IMPORTANT INFORMATION:</b>                      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><b>Yes</b>                      System currently performs these functions and/or agree to requirement</p>	<p><b>No</b>                      System does not perform this function and/or cannot agree to requirement</p>	<p><b>Written Response:</b> 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>
5.25.1	Confidentiality of offender records shall not be compromised. Contractor shall prevent unauthorized access to this data. Unauthorized access to the system shall not be allowed nor information disclosed to any third party without prior written authorization from Collin County.			
5.25.2	Any personal or monitoring information for any offender made available shall only be used for the purpose of carrying out the provisions of this contract, and shall not be divulged nor made known in any manner to any person except as may be necessary in the performance of this contract.			
5.25.3	Contractor agrees to assume responsibility for protection of the confidentiality of offender records and that all work shall be performed under the supervision of the Contractor or the Contractor's representative(s).			
5.25.4	Each designated staff member of the Contractor to whom information may be available or disclosed shall be notified in writing by the Contractor that information disclosed to such employee can be used only for a purpose and to the extent authorized herein.			
5.25.6	Contractor shall notify Collin County immediately upon receipt of any legal process requiring disclosure of records of participants.			

## **INFORMATION REGARDING CONFLICT OF INTEREST QUESTIONNAIRE**

During the 79<sup>th</sup> 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 84<sup>th</sup> 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](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>

At the time of this solicitation being released, the following are known to be involved in the planning, recommending, selecting, and contracting for the attached procurement:

Department:

Sheriff Jim Skinner  
David Crossland Sheriff/Jail  
Courtney Culver-Sheriff/Jail  
Major Pearson-Sheriff/Jail  
Scott Denison-Sheriff/Jail  
Yoon Kim – CSCD  
Larry Pintar – CSCD  
Donald Bell – CSCD  
Lynn Hadnot-Juvenile Probation  
Bill Hale-Juvenile Probation  
Mike Combest-Juvenile Probation

Purchasing:

Michelle Charnoski, NIGP-CPP, CPPB – Purchasing Agent  
Marci Chrismon – Asst. Purchasing Agent  
J. D. Griffin, CPPB – Senior Buyer

Commissioners Court:

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

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

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

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

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

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

### OFFICE USE ONLY

Date Received

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

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

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

\_\_\_\_\_  
Name of Officer

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

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

Yes       No

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

Yes       No

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

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

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

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

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

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

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

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

\*\*\*

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

# Request for Taxpayer Identification Number and Certification

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

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

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

## 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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

<b>Social security number</b>																									
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**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ►	Date ►
------------------	----------------------------	--------

## General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## 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, later.*