



# Collin County Purchasing

**2023-025**

## **Psychological Examinations for Law Enforcement Personnel**

Issue Date: 1/24/2023

Questions Deadline: 2/16/2023 05:00 PM (CT)

Response Deadline: 2/23/2023 02:00 PM (CT)

Collin County Purchasing

### **Contact Information**

Contact: Michelle Michaelis, CTPM, Senior Buyer

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

Phone: (972) 548-4113

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

## Event Information

Number: 2023-025  
Title: Psychological Examinations for Law Enforcement Personnel  
Type: Request for Proposal - Other  
Issue Date: 1/24/2023  
Question Deadline: 2/16/2023 05:00 PM (CT)  
Response Deadline: 2/23/2023 02:00 PM (CT)  
Notes: Collin County's intent of this Request for Proposal (RFP) and resulting contract is to provide offerors with sufficient information to prepare a proposal for Psychological Examinations for Law Enforcement Personnel. Collin County reserves the right to award to a single contractor or multiple contractors as deemed to be in the best interest of the County.

## Ship To Information

Address: See Purchase Order  
McKinney, TX

## Billing Information

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

## Bid Activities

### Deadline to Submit Questions

2/13/2023 3:00:00 PM (CT)

Hello,

Just a reminder that the deadline to submit any questions for the 2023-025 Psychological Examinations for Law Enforcement Personnel for Collin County ends on 2/16/2023 at 5 p.m. CST.

### Intent to Submit Proposal

2/20/2023 3:00:00 PM (CT)

Hello

Just a reminder that the deadline to submit a response for the 2023-025 Psychological Examinations for Law Enforcement Personnel for Collin County ends on 2/23/2023 at 2 p.m. CST.

## Bid Attachments

### General\_Instructions\_Proposals\_07.18.2022.docx

1.0 General Instructions RFP

[View Online](#)

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

Terms of Contract - Proposals

[View Online](#)

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

Minimum Insurance Requirements

[View Online](#)

### Scope\_of\_Services.pdf

Scope of Services

[View Online](#)

### Texas Administrative Code.pdf

Exhibit 1 - Texas Administrative Code, section 217

[View Online](#)

**L-3 info.pdf**

Exhibit 2 - L-3 Information

[View Online](#)

**L-3 sample.pdf**

Exhibit 3 - L-3 Sample

[View Online](#)

**Sample\_Agreement.pdf**

Exhibit 4 - Sample Service Agreement

[View Online](#)

**Information Regarding Conflict of Interest Questionnaire.pdf**

Information Regarding Conflict of Interest Questionnaire

[View Online](#)

**CIQ\_113015 (17).pdf**

Conflict of Interest Questionnaire

[View Online](#)

**W-9 rev 2018.pdf**

W-9 Form

[View Online](#)

**Requested Attachments**

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**Response to RFP**

*(Attachment required)*

**W9**

*(Attachment required)*

**Conflict of Interest**

Only if applicable

**Bid Attributes**

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**1 eBid Notice**

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

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*(Required: Maximum 1000 characters allowed)*

**2 Contact Information**

List the contact name, email address and phone number of the main person(s) Collin County should contact in reference to this solicitation. Contact(s) shall be duly authorized by the company, corporation, firm, partnership or individual to respond to any questions, clarification, and or offers in response to this solicitation.

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*(Required: Maximum 4000 characters allowed)*

**3 Exceptions (for RFP/RFQ)**

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

Yes  No

*(Required: Check only one)*

**4 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.

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*(Required: Maximum 1000 characters allowed)*

**5 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".

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*(Required: Maximum 4000 characters allowed)*

**6 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.

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*(Required: Maximum 4000 characters allowed)*

**7 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)*

**8 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)*

**9 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)*

**10 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**  
**1** **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**  
**2** **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.

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*(Required: Maximum 1000 characters allowed)*

**1**  
**3** **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.

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*(Required: Maximum 1000 characters allowed)*

**1**  
**4** **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)*

**15 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.

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*(Required: Maximum 1000 characters allowed)*

**16 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.

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*(Required: Maximum 1000 characters allowed)*

**17 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.

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*(Required: Maximum 1000 characters allowed)*

**18 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)*

**19 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.

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*(Required: Maximum 1000 characters allowed)*

**20 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)*

**Bid Lines**

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

*(Response required)*

Quantity: 150 UOM: each Price: \$  Total: \$

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

\_\_\_\_\_

No bid  
 Additional notes  
*(Attach separate sheet)*

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

*(Response required)*

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

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

\_\_\_\_\_

No bid  
 Additional notes  
*(Attach separate sheet)*



<b>3</b>	<b>Other Service Fees - State fees for other services offered, but not specifically stated herein.</b> <i>(Response required)</i>			
	Quantity: <u>  1  </u>	UOM: <u>  fee  </u>	Price: \$ <input style="width: 150px;" type="text"/>	Total: \$ <input style="width: 150px;" type="text"/>
	Item Notes:	Contractor may upload a price sheet for evaluation purposes only; however, Collin County expects firm, fixed pricing for the entire term of the contract.		<input type="checkbox"/> No bid <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>
Supplier Notes:	<hr/> <hr/>			



## **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 Submittals via email, oral, telegraphic or telephonic will not 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 only, no flash drives, CD-ROMs or any other form of “plug and play” portable storage device will be accepted as a Submittal. 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.

Revised 07/18/2022

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

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

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

3.1.5 **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.

## 4.0 EVALUATION CRITERIA AND FACTORS

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

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

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

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

### 4.1.1 LEVEL 1 - CONFORMANCE WITH MANDATORY REQUIREMENTS

Criteria assessed in Level 1:

- Examiners shall be individuals certified as a psychologist who is licensed by the Texas State Board of Examiners of Psychologists and/or a psychiatrist who is licensed by the Texas Medical Board. Please include with proposal or within two (2) business days of Buyer request.
- Conformance with RFP guidelines and submittal requirements outlined in Section 6.0 including response to each item in Section 6.0.
- References provided will be contacted for verification and that information will be passed onto the evaluation committee and scored in level two (2).

### 4.1.2 LEVEL 2 – DETAILED PROPOSAL ASSESSMENT

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

PROPOSER'S/FIRM'S QUALIFICATIONS/EXPERIENCE AND PROPOSED STAFF & QUALIFICATIONS (Items 6.2, 6.3 and 6.7)	20
TIMELINESS OF SCHEDULING (Item 6.4)	25
DEMONSTRATED UNDERSTANDING OF THE SCOPE OF SERVICES TO BE PROVIDED (Item 6.5)	35
REFERNCES PROVIDED (Item 6.6)	5
COST (Item 6.8)	15
TOTAL	100

*It is anticipated that Collin County will elevate proposals scoring at least 75 points to Level 3.*

**LEVEL 3 – DEMONSTRATION, SITE VISITS, AND INTERVIEWS (OPTIONAL)**

The Evaluation Committee may hear oral presentations (if desired). Offerors are cautioned, however, that oral presentations are at the sole discretion of the committee and the committee is not obligated to request a demonstration or interview. The oral presentation is an opportunity for the Evaluation Committee to ask questions and seek clarification of the proposal submitted. The presentation is not meant as an opportunity for the Offeror to simply provide generic background information about the corporation or its experience. Thus, the time will be structured with a minimum time for the Offeror to present and the majority of time dedicated to addressing questions from the Evaluation Committee. The oral presentations, if held, will be scheduled accordingly and all presenting Offerors will be notified of time and date. The County reserves the right to bypass Level 3 in the evaluation process and move to Level 4.

The following criterion is optional and will be used to evaluate those Offerors elevated for interviews.

CRITERIA	VALUE
Oral Presentation/Demonstration	15
Response to clarification questions	10

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

**LEVEL 4 – BEST AND FINAL OFFER**

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

Based on the result of the Best and Final Offer evaluation, multiple offerors may be identified as the finalists for contract negotiations to establish primary and secondary contracts. 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 Intent of Request for Proposal: The purpose of these specifications is to procure an annual contract for the pre-employment psychological testing of candidates for the Collin County Law Enforcement Personnel. Collin County reserves the right to award to a single contractor or multiple contractors as deemed to be in the best interest of the County.
- 5.2 Term: Provide for a term contract to commence upon award and continue for one (1) year with an option to renew upon the contract anniversary for an additional three (3), one (1) year terms.

- 5.3 Funding: Funds for payment have been provided through the Collin County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the County from any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that arise past the end of the current Collin County fiscal year shall be subject to budget approval.
- 5.4 Completion/Response Time: Contractor shall complete services at the agreed upon location within the number of calendar days according to the schedule proposed by contractor in section 6.4.
- 5.5 Approximate Value/Usage: Approximate usage does not constitute an order, but only implies the probable quantity the County will use. Estimated quantity of tests is ten (10) to fifteen (15) per month.
- 5.6 Services Agreement: Collin County shall require the contractor(s) and/or firm(s) selected to execute a Services Agreement upon award of a contract for evaluation services. See Exhibit 4 regarding the Service Agreement Sample.
- 5.7 Subcontractors: Subcontractors providing service under the work authorization shall meet the same requirements and level of experience as required of the Contractor. No subcontract under the contract shall relieve the primary contracted Contractor of responsibility for the service. If the Contractor uses a Subcontractor for any of the work required, the following conditions shall apply under the listed circumstances.
- 5.7.1 Responding Contractors planning to subcontract a portion of the work shall identify the proposed Subcontractor in this RFP.
- 5.7.2 Subcontracting shall be at the Contractor's expense.
- 5.7.3 The County retains the right to check Subcontractors backgrounds and make a determination to approve or reject the use of submitted Subcontractors.
- 5.7.4 The Contractor shall be the only contact for the County and Subcontractors, and shall be the designated point of contact for all County and Subcontractor inquiries.
- 5.8 Point of Contact: Information regarding the purchasing process and the contents of this RFP may be obtained from the Collin County Purchasing Department or email Michelle Michaelis, [mmichaelis@co.collin.tx.us](mailto:mmichaelis@co.collin.tx.us).
- 5.9 Insurance: Collin County shall require insurance per Section 3 of the attached documents to be provided upon award of a contract.
- 5.10 General Information

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

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

Examinations will be in accordance with Texas Administrative Code 217. See Exhibit 1.

**Current process is:**

1. If an applicant passes the interview with the Hiring Manager, the applicant is scheduled with a Doctor for the psychological testing portion.
2. The applicant is sent forms to fill out for their exam, once completed they scan the documents directly to the Doctor for his/her review.
  - a. These documents reflect applicant's background and are the written portion of the psychological examination.
3. After the Doctor has reviewed the applicant's background, the Doctor reaches out to the applicant to set the appointment for the in-person and/or webinar interview.
4. If the Applicant passes the in-person/webinar portion, the Doctor fills out the L-3 form and returns it to the Sheriff's Office. Once the Sheriff's Office has the L-3 form, the training deputies will review the file and make sure it is complete then process through TCOLE.
5. If Applicant fails the in-person/webinar portion, the Doctor will contact the Sheriff's Office directly to discuss why someone is not eligible for hiring purposes.

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

**5.11 Qualifications**

- 5.11.1 Examiners shall be individuals certified as a psychologist who is licensed by the Texas State Board of Examiners of Psychologists and/or a psychiatrist certified by the Texas Medical Board. A copy of the license shall be submitted with this proposal response, or upon Buyer request.
- 5.11.2 In all cases, the examiner must have expertise in clinical assessment as well as in the assessment of normal personality characteristics, skills, and abilities relevant to personnel selection. Examiners must provide assessment services only within the boundaries of their competence based on their education, training, supervised experience, consultation, study, and professional experience.
  - 5.11.2.1 Before conducting their own clinical assessments of candidates, practitioners should be familiar with the research literature available on psychological testing for public safety positions, as well as the state and federal laws relevant to this area of practice, including the Americans with Disabilities Act (ADA).
    - 5.11.2.1.1 Examiners must be familiar with employment law impacting the conduct of pre-employment psychological evaluations, including but not limited to the ADA, ADAAA, GINA, HIPAA and other federal and state



laws applicable to the practitioner's jurisdiction. Examiners should consult with legal counsel when appropriate.

5.11.2.2 Examiner should be experienced specifically in the provision of pre-employment evaluations for public safety positions. Evidence of regular, ongoing continuing education and training that is specific to pre-employment screening should be provided with your proposal.

5.11.2.3 The psychological evaluation shall focus on the functional requirements for the position as well as suitability and stability for the role. The psychological evaluation shall focus on identifying skills, behaviors, attributes and other personal characteristics associated with effective and counterproductive job performance.

5.11.3 Proposer shall provide information regarding the benefits and limitations psychological assessment procedures so that realistic goals may be set.

5.11.4 Psychologists and Psychiatrists must adhere to ethical principles and standards for practice in the State of Texas and within Collin County.

5.11.5 Examiners must decline to accept a referral when personal, professional, legal, financial, or other competing interests or relationships could reasonably be expected to: (a) impair their objectivity, competence, or effectiveness in performing their functions; or (b) expose the person or agency with whom the professional relationship exists to harm or exploitation (e.g., conducting an evaluation on an applicant who had previously been in counseling or therapy with the examiner, evaluating an individual with whom there has been a business or significant social relationship).

## **5.12 Disclosure and Consent**

5.12.1 Prior to the administration of any psychological instruments and interview, the examiner shall disclose information to the applicant that includes:

- (a) the nature and objectives of the evaluation;
- (b) the intended recipients;
- (c) a statement that the hiring agency is the client;
- (d) the probable uses of the evaluation and the information obtained; and
- (e) the limits of confidentiality.

5.12.2 The disclosure shall be documented in writing and signed by the applicant.

5.12.3 The candidate should sign an informed consent to the conditions of the evaluation. The informed consent should clearly state that the applicant is willing and able to be tested by Collin County as a Prospective Law Enforcement Applicant.

## **5.13 Testing**

5.13.1 Review existing job description and consult with the hiring authority regarding agency specific needs prior to beginning the psychological evaluation. This information should be directed toward identifying skills, behaviors, attributes and other personal characteristics associated with effective and counterproductive job performance.

5.13.2 Selection, administration, and interpretation of one or more tests should be used to identify and assess the psychological characteristics which include, but are not limited to:

- Psychosis
- Character disorders (especially anti-social disorders)
- Significant neurotic symptomatology (phobic personality, undue suspiciousness)
- Mood disorders (bipolar, depression, anxiety)
- Poor impulse control (anger/hostility patterns)
- Need for high levels of excitement
- Passive/aggressive tendencies in conflict situations
- Gender, racial, ethnic prejudice
- Poor self-esteem
- Prediction of job performance problems (absence, tardiness, disciplinary problems)
- Substance abuse tendencies
- Interpersonal conflict measures (assertiveness, moodiness, social alienation, family discord)
- Maturity
- Responsibility
- Integrity
- Adequacy of socialization
- Flexibility
- Empathy
- Social ability
- Initiative/goal orientation
- Truthfulness
- Self-restraint
- General academic potential
- Any other psychological disorder that might manifest itself during the testing that would preclude the candidate from performing the duties of a law enforcement personnel

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

5.13.4 The testing instruments should be sensitive to any cultural biases.

5.13.5 At least two instruments of evaluation shall be used, one which measures personality traits and one which measures psychopathology; with a face-to-face interview conducted after the instruments have been scored.

5.13.6 Psychological test materials shall be administered in a manner consistent with publishers' guidelines and professional standards.

5.13.7 Test scales, profiles, and reports used for selection purposes shall be produced using current software or scoring keys licensed by the test publisher.

- 5.13.8 The results of the written test battery shall be verified and reviewed by the examiner before the in-person interview is conducted. Psychological test results shall be interpreted in accordance with guidelines provided in their professional manuals and as warranted by the findings reported in peer-reviewed literature.
- 5.13.9 Psychological assessment instruments not yet validated for use in evaluating public safety applicants shall not be used for decision making during the data gathering process.
- 5.13.10 The examiner is responsible for ensuring that the security and confidentiality of all testing materials (e.g., test booklets/items), psychological reports and raw data are maintained in a manner consistent with pertinent law and standards of professional conduct.
- 5.13.11 Psychologists and/or psychiatrists should be prepared to defend their procedures, conclusions, and commendations if a decision based, even in part, on testing results is challenged.
- 5.13.12 Service Availability: Please indicate in the proposal response, the typical response time of assessment results and hours of availability.
- 5.13.13 Provisions should also be made for the security of, access to, and retention of the report(s) and raw data.
- 5.13.14 Specific cut-off scores should be used only when there is adequate statistical evidence that such scores are predictive of personality or mental health problems that are detrimental to job performance. If cut-off scores are used, the psychologist should acknowledge their use and be prepared to provide the justification for using the specific cut-off level. Conclusions concerning an applicant's qualifications should be based generally on consistencies across data sources rather than a single source; psychologist(s) should justify exceptions to this guideline.

## **5.14 Interview**

- 5.14.1 Interviews with applicants shall be conducted before a final determination of the applicant's psychological suitability is made. The purpose of the interview is to provide relevant interpersonal and mental status information about the candidate, and to confirm and/or clarify test scores, personal history, and related information collected during the psychological evaluation.
  - 5.14.1.1 A semi-structured, job-related interview format should be employed with all candidates.
  - 5.14.1.2 Interviews should be scheduled to allow for sufficient time to cover appropriate background, test results verification.
  - 5.14.1.3 Interviews shall be part of the evaluation process. Proposer shall describe the timing and format of the interview process, and also describe what verbal and nonverbal cues they are watching for during the process that will aid in

their evaluation process of the interviewee.

5.14.1.4 Interviews should be scheduled to allow for sufficient time to cover appropriate background and test result(s) verification

5.14.2 Interviews shall be conducted in a consistent, comprehensive manner and focused exclusively on the collection of information relevant to the purpose of the evaluation and agency-specific selection criteria.

5.14.3 Individual, face-to-face interviews with candidates must be conducted before a final determination of the applicant's psychological suitability is made. Special conditions may apply wherein a virtual interview may be conducted and/or interviews may be conducted off-site at the provider's office or on-site at the Collin County Sheriff's Office if needed; however, this would be on a case-by-case basis after approval by the Human Resources Department designee and/or the Sheriff's Office designee.

5.14.4 A single appointment is preferred to complete the psychological test and interview(s).

## **5.15 Test Results**

5.15.1 Test results will be released only to the designated CC Sheriff's Office and/or HR personnel. All information will be kept confidential with any written documents being filed with the appropriate Human Resources personnel.

5.15.2 The results of the complete assessment should be available within 7 business days (one week) of the in-person interview. The report should include a written hiring recommendation. If further need for testing or follow-up evaluation(s) is indicated, psychologist(s) must alert CC Human Resources and Law Enforcement personnel immediately.

## **5.16 Technology Considerations**

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

## **5.17 Background Information**

5.17.1 Information regarding the applicant's relevant history (e.g., school, work, interpersonal, family, legal, financial, substance use, mental health) shall be collected and integrated with psychological test and interview data in a standardized manner.

5.17.2 When available, relevant information from the background investigation and methods used for the detection of deception shall be shared with the examiner by Collin County. If background investigation findings are not provided to the examiner in advance of the evaluation, it is desirable for the examiner to communicate with designated hiring agency staff prior to making a final suitability determination in order to compare and reconcile information obtained from the applicant. In all cases, substantive discrepancies between information obtained in the psychological evaluation and other stages of the hiring process shall be reviewed thoroughly with the hiring agency before a final hiring decision

is made.

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

## **5.18 Reports**

- 5.18.1 The hiring agency administrators directly involved in making employment decisions shall be provided with a written recommendation of the examiner's determination regarding the applicant's psychological suitability for employment.
- 5.18.2 The recommendation shall be based upon an analysis of all psychological assessment materials, including background information, test data, and interview results.
- 5.18.3 Ratings and/or recommendations for employment based upon the results of the evaluation must be expressly linked to the job-analytic information provided.
- 5.18.4 Clinical diagnoses or psychiatric labeling of applicants should be avoided unless relevant to the examiner's conclusion, necessary for the hiring agency to make an employment decision, and/or required by law. In all cases, the report shall be focused on the individual applicant's ability to safely and effectively perform the essential functions of the position under consideration.
- 5.18.5 Conclusions concerning an applicant's qualifications shall be based generally on consistencies across data sources rather than a single source; examiners should justify exceptions to this guideline.
- 5.18.6 General results shall be directed to the designated Sheriff's Office supervisor in charge of the Professional Standards Division. These reports are not to include specific medical or psychological information or diagnosis.
- 5.18.7 Records are not to be released to any third parties – only to the Collin County Sheriff's Office and/or Human Resources Departments.
- 5.18.8 The candidate may make an open records request and receive copies of their own records in accordance with state, county, and federal laws.
- 5.18.9 The examiner will provide to the Collin County Sheriff's Office a completed L-3 form for each applicant who is deemed to be in satisfactory psychological and emotional health to perform the duties of the position for which they are being appointed. See exhibits 2-3 regarding the L-3 Form.
- 5.18.10 Recommendations regarding an applicant's suitability for employment shall be valid for no longer than 180 days from completion of the evaluation. The report shall clearly state the period of time for which the evaluation is considered valid.
- 5.18.11 The written report provided to the agency shall be securely maintained in accordance with federal, state, and professional requirements.

5.18.12 Reports shall be transmitted to the County in a secure electronic format.

## **6.0 PROPOSAL FORMAT**

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. In addition, please answer any-and-all questions and/or requests for information included in the scope of work. 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 No oral, telegraphic, telephonic or facsimile bids will be accepted. Bids submitted via email, CD-ROM, or Flash Drive will not be accepted. IFB’s, RFP’s, RFQ’s and RFI’s may be submitted in electronic format via Collin County eBid at <https://collincountytx.ionwave.net>

6.1.1 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:

RFP 2023-025 Psychological Examinations for  
Law Enforcement Personnel  
Collin County Purchasing  
Attn: Michelle Michaelis  
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 is requested to define the overall structure of the Firm to include the following

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

- 6.2.2 State your principal business location and any other site where examinations may be completed.
- 6.2.3 State your office hours.
- 6.2.4 How long have you been providing service(s)?

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

- 6.3.1 Provide credentials and qualifications for each team member or key personnel on the project to show that examiner meets requirement for item 5.11.1.
- 6.3.2 Provide summary of each examiners experience in a CV or similar format or other narrative document.

**6.4 TIME SCHEDULE**

- 6.4.1 Provide number of days notice that is required to schedule an appointment.
- 6.4.2 Reports and L-3 forms are due within one week of interviews and testing.

**6.5 REQUIREMENTS**

- 6.5.1 Contractor shall respond to all requirements (see items 5.11 – 5.18). In addition to responding to each item, provide responses to the items below:
  - 6.5.1.1 Per item 5.12.1 provide a sample disclosure statement
  - 6.5.1.2 Per item 5.14.1.2 specify how many appointments are required to complete testing and interview, as well as the approximate amount of time each appointment will take
  - 6.5.1.3 Per item 5.14.3 specify how examiner will collect applicant's relevant history.

**6.6 REFERENCES**

- 6.6.1 Contractor is required to provide at least three (3) references. Please include 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.

**6.7 SIMILAR PROJECTS INVOLVED WITH**

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

**6.8 PRICING/FEES** Pricing and Fees may be submitted through <https://collincountytexas.ionwave.net> (Do not include in proposal.)

- 6.8.1 State cost for each pre-employment psychological evaluation completed on-site at the Collin County Sheriff's Office.
- 6.8.2 State cost for each pre-employment psychological evaluation completed off-site at the Examiner location.

6.8.3 Other Service Fees - State fees for other services offered, but not specifically stated herein. Contractor may upload a price sheet for evaluation purposes only; however, Collin County expects firm, fixed pricing for the entire term of the contract.

<b>7.0 EXCEPTIONS</b>
-----------------------

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



[<<Prev Rule](#)[Next Rule>>](#)

## Texas Administrative Code

[TITLE 37](#)

PUBLIC SAFETY AND CORRECTIONS

[PART 7](#)

TEXAS COMMISSION ON LAW ENFORCEMENT

[CHAPTER 217](#)

ENROLLMENT, LICENSING, APPOINTMENT, AND SEPARATION

RULE §217.1

Minimum Standards for Enrollment and Initial Licensure

- 
- (a) In order for an individual to enroll in any basic licensing course the provider must have on file documentation, acceptable to the Commission, that the individual meets eligibility for licensure.
- (b) The commission shall issue a license to an applicant who meets the following standards:
- (1) minimum age requirement:
    - (A) for peace officers and public security officers, is 21 years of age; or 18 years of age if the applicant has received:
      - (i) an associate's degree; or 60 semester hours of credit from an accredited college or university; or
      - (ii) has received an honorable discharge from the armed forces of the United States after at least two years of active service;
    - (B) for jailers and telecommunicators is 18 years of age;
  - (2) minimum educational requirements:
    - (A) has passed a general educational development (GED) test indicating high school graduation level;
    - (B) holds a high school diploma; or
    - (C) for enrollment purposes in a basic peace officer academy only, has an honorable discharge from the armed forces of the United States after at least 24 months of active duty service.
  - (3) is fingerprinted and is subjected to a search of local, state and U.S. national records and fingerprint files to disclose any criminal record;
  - (4) has never been on court-ordered community supervision or probation for any criminal offense above the grade of Class B misdemeanor or a Class B misdemeanor within the last ten years from the date of the court order;
  - (5) is not currently charged with any criminal offense for which conviction would be a bar to licensure;
  - (6) has never been convicted of an offense above the grade of a Class B misdemeanor or a Class B misdemeanor within the last ten years;
  - (7) has never been convicted or placed on community supervision in any court of an offense involving family violence as defined under Chapter 71, Texas Family Code;
  - (8) for peace officers, is not prohibited by state or federal law from operating a motor vehicle;
  - (9) for peace officers, is not prohibited by state or federal law from possessing firearms or ammunition;
  - (10) has been subjected to a background investigation completed by the enrolling or appointing entity into the applicant's personal history. A background investigation shall include, at a minimum, the following:

(A) An enrolling entity shall:

- (i) require completion of the Commission-approved personal history statement; and
- (ii) verify that the applicant meets each individual requirement for licensure under this rule based on the personal history statement and any other information known to the enrolling entity; and
- (iii) contact all previous enrolling entities.

(B) In addition to subparagraph (A) of this paragraph, a law enforcement agency or law enforcement agency academy shall:

- (i) require completion of the Commission-approved personal history statement; and
- (ii) meet all requirements enacted in Occupations Code 1701.451, including submission to the Commission of a form confirming all requirements have been met. An in-person review of personnel records is acceptable in lieu of making the personnel records available electronically if a hiring agency and a previous employing law enforcement agency mutually agree to the in-person review.

(11) examined by a physician, selected by the appointing or employing agency, who is licensed by the Texas Medical Board. The physician must be familiar with the duties appropriate to the type of license sought and appointment to be made. The appointee must be declared by that professional, on a form prescribed by the commission, within 180 days before the date of appointment by the agency to be:

(A) physically sound and free from any defect which may adversely affect the performance of duty appropriate to the type of license sought;

(B) show no trace of drug dependency or illegal drug use after a blood test or other medical test; and

(C) for the purpose of meeting the requirements for initial licensure, an individual's satisfactory medical exam that is conducted as a requirement of a basic licensing course may remain valid for 180 days from the individual's date of graduation from that academy, if accepted by the appointing agency;

(12) examined by a psychologist, selected by the appointing, employing agency, or the academy, who is licensed by the Texas State Board of Examiners of Psychologists. This examination may also be conducted by a psychiatrist licensed by the Texas Medical Board. The psychologist or psychiatrist must be familiar with the duties appropriate to the type of license sought. The individual must be declared by that professional, on a form prescribed by the commission, to be in satisfactory psychological and emotional health to serve as the type of officer for which the license is sought. The examination must be conducted pursuant to professionally recognized standards and methods. The examination process must consist of a review of a job description for the position sought; review of any personal history statements; review of any background documents; at least two instruments, one which measures personality traits and one which measures psychopathology; and a face to face interview conducted after the instruments have been scored. The appointee must be declared by that professional, on a form prescribed by the commission, within 180 days before the date of the appointment by the agency;

(A) the commission may allow for exceptional circumstances where a licensed physician performs the evaluation of psychological and emotional health. This requires the appointing agency to request in writing and receive approval from the commission, prior to the evaluation being completed; or

(B) the examination may be conducted by qualified persons identified by Texas Occupations Code § 501.004. This requires the appointing agency to request in writing and receive approval from the commission, prior to the evaluation being completed; and

(C) for the purpose of meeting the requirements for initial licensure, an individual's satisfactory psychological exam that is conducted as a requirement of a basic licensing course may remain valid for 180 days from the individual's date

of graduation from that academy, if accepted by the appointing agency;

(13) has never received a dishonorable discharge from the armed forces of the United States;

(14) has not had a commission license denied by final order or revoked;

(15) is not currently on suspension, or does not have a surrender of license currently in effect;

(16) meets the minimum training standards and passes the commission licensing examination for each license sought;

(17) is a U.S. citizen.

(c) For the purposes of this section, the commission will construe any court-ordered community supervision, probation or conviction for a criminal offense to be its closest equivalent under the Texas Penal Code classification of offenses if the offense arose from:

(1) another penal provision of Texas law; or

(2) a penal provision of any other state, federal, military or foreign jurisdiction.

(d) A classification of an offense as a felony at the time of conviction will never be changed because Texas law has changed or because the offense would not be a felony under current Texas laws.

(e) A person must meet the training and examination requirements:

(1) training for the peace officer license consists of:

(A) the current basic peace officer course(s);

(B) a commission recognized, POST developed, basic law enforcement training course, to include:

(i) out of state licensure or certification; and

(ii) submission of the current eligibility application and fee; or

(C) a commission approved academic alternative program, taken through a licensed academic alternative provider and at least an associate's degree.

(2) training for the jailer license consists of the current basic county corrections course(s) or training recognized under Texas Occupations Code §1701.310;

(3) training for the public security officer license consists of the current basic peace officer course(s);

(4) training for telecommunicator license consists of telecommunicator course; and

(5) passing any examination required for the license sought while the exam approval remains valid.

(f) The commission may issue a provisional license, consistent with Texas Occupations Code §1701.311, to an agency for a person to be appointed by that agency. An agency must submit all required applications currently prescribed by the commission and all required fees before the individual is appointed. Upon the approval of the application, the commission will issue a provisional license. A provisional license is issued in the name of the applicant; however, it is issued to and shall remain in the possession of the agency. Such a license may neither be transferred by the applicant to another agency, nor transferred by the agency to another applicant. A provisional license may not be reissued and expires:

(1) 12 months from the original appointment date;

(2) on leaving the appointing agency; or

(3) on failure to comply with the terms stipulated in the provisional license approval.

(g) The commission may issue a temporary jailer license, consistent with Texas Occupations Code §1701.310. A jailer appointed on a temporary basis shall be enrolled in a basic jailer licensing course on or before the 90th day after their temporary appointment. An agency must submit all required applications currently prescribed by the commission and all required fees before the individual is appointed. Upon the approval of the application, the commission will issue a temporary jailer license. A temporary jailer license may not be renewed and expires:

(1) 12 months from the original appointment date; or

(2) on completion of training and passing of the jailer licensing examination.

(h) The commission may issue a temporary telecommunicator license, consistent with Texas Occupations Code §1701.405. An agency must submit all required applications currently prescribed by the commission and all required fees before the individual is appointed. Upon the approval of the application, the commission will issue a temporary telecommunicator license. A temporary telecommunicator license expires:

(1) 12 months from the original appointment date; or

(2) on completion of training and passing of the telecommunicator licensing examination. On expiration of a temporary license, a person is not eligible for a new temporary telecommunicator license for one year.

(i) A person who fails to comply with the standards set forth in this section shall not accept the issuance of a license and shall not accept any appointment. If an application for licensure is found to be false or untrue, it is subject to cancellation or recall.

(j) The effective date of this section is June 1, 2022.

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**Source Note:** The provisions of this §217.1 adopted to be effective November 1, 2014, 39 TexReg 7935; amended to be effective February 1, 2016, 41 TexReg 274; amended to be effective May 1, 2018, 43 TexReg 1879; amended to be effective February 5, 2020, 45 TexReg 765; amended to be effective June 1, 2022, 47 TexReg 2883

[HOME](#)

[TEXAS REGISTER](#)

[TEXAS ADMINISTRATIVE CODE](#)

[OPEN MEETINGS](#)

# Exhibit 2



Kim Vickers  
Executive Director

## TEXAS COMMISSION ON LAW ENFORCEMENT

### L-3 Requirements:

1. The L-3 must be fully executed and signed within 180 days before the first day of the academy.
2. The psychological examination must be conducted by a properly licensed psychologist or psychiatrist. Drug therapist, marital counselor, and others do not meet rule requirements.
3. The psychologist must be selected by the employing agency or the academy. Giving the cadet the L3 form and letting them find a psychologist does not meet the rule.
4. The psychologist must be familiar with the job/academy duties for the license being sought. One way to ensure this is to provide a copy of the job description and have the physician sign documentation stating they received and understood the job description.
5. The psychologist/psychiatrist must be licensed by the Texas Board of Examiners of Psychologists. You may go here to confirm: <https://www.tsbep.texas.gov/public-information-on-licensees>
6. The psychologist must read, sign, and date the L-3 form in the appropriate section. It must be physically signed by the psychologist. The use of a signature stamp, e-signature, or signed by an assistant does not meet the rule requirement.
7. The psychologist must be provided a copy of the personal history statement (PHS) and any background reports or documents for review purposes prior to conducting the interview.
8. The psychological exam must be conducted in accordance with professional standards, including:
  - a. Use of two instruments, one measuring personality traits, and one measuring psychopathology; and
  - b. Conducting a face-to-face interview after the two instruments above are scored and a review of the personal history statement and background documents.
9. The face-to-face interviews may be conducted remotely via live video using telehealth platforms that meet current industry security and confidentiality requirements (HIPPA).

Training academies may contact the designated Academy Contract Evaluator (ACE) for your area, and other agencies may contact your Field Services Agent (FSA) for additional questions or information. Contact information is located on the TCOLE website: <http://www.tcole.texas.gov/content/contact-us>

# Exhibit 3

## TEXAS COMMISSION ON LAW ENFORCEMENT

6330 E. Highway 290, STE 200, Austin, Texas 78723-1035

Phone: (512) 936-7700

<http://www.tcole.texas.gov>

### LICENSEE PSYCHOLOGICAL AND EMOTIONAL HEALTH DECLARATION (L-3) Commission Rule 217.01, 217.1, 217.7, 221.35

#### INDIVIDUAL INFORMATION

1. TCOLE PID	2. Last Name	3. First Name	4. M.I.	5. Suffix (Jr., etc.)
6. Home Mailing Address		7. City	8. State	9. Zip Code

Is this exam for a student enrolling in an academy?  Yes  No.

If yes, check one  Peace Officer  County Corrections  Telecommunicators  School Marshal

**Attention Requesting Agency:** State Law and Commission Rule require that this psychological examination be performed by a **licensed psychologist** or a **psychiatrist** except in an exceptional circumstance when, upon prior approval by the Commission, it may be performed by a qualified licensed physician. The Chief Administrator of the requesting agency must request prior approval in writing and must receive specific written approval before an examination under exceptional circumstances is acceptable.

#### APPOINTMENT (Do not check if student)

10. <input type="checkbox"/> Peace Officer <input type="checkbox"/> Reserve Officer <input type="checkbox"/> County Jailer <input type="checkbox"/> Telecommunicator <input type="checkbox"/> School Marshal <input type="checkbox"/> Juvenile Probation Officer <input type="checkbox"/> Public Security Off.
---

#### ACADEMY / DEPARTMENT INFORMATION

11. TCOLE Number	12. Agency/Academy Name	13. Mailing Address		
14. City	15. County	16. Zip Code	17. Phone Number	

**Attention Examining Professional:** State Law and Commission Rule require that this psychological examination be performed by a **licensed psychologist** or a **psychiatrist** except in an exceptional circumstance when, upon prior approval by the Commission, it may be performed by a qualified licensed physician. The agency must request prior approval in writing and must receive specific written approval before an examination under exceptional circumstances is acceptable.

#### STATEMENT OF EXAMINER: (Please check the appropriate box and provide the requested information)

I am a  **Licensed Psychologist**,  **Psychiatrist**, and I certify that I have completed a psychological examination of the above named individual pursuant to professionally recognized standards and methods. I have concluded that, on this date, the individual IS in satisfactory psychological and emotional health to perform the duties, accept the responsibilities and meet the qualifications established by the appointing agency.

Examiner: \_\_\_\_\_  
Name (type or print) State License Number

Mailing Address: \_\_\_\_\_  
Street City State Zip

Phone Number: \_\_\_\_\_ Date of Examination(s) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

THIS DECLARATION IS NOT PUBLIC INFORMATION AND IS VALID UNLESS WITHDRAWN OR INVALIDATED, AND IS VALID ONLY IF SIGNED BY A LICENSED PSYCHOLOGIST OR PHYSICIAN.

## Exhibit 4

### SERVICE AGREEMENT

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

#### WITNESSETH:

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

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

#### **NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:**

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

#### **1. Retention of the Provider**

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

#### **II. Scope of Services**

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

#### **III. Schedule of Services**

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

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

#### **IV. Compensation and Method of Payment**

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

##### **A. Invoice and Payment**

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

#### **V. Insurance**

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

#### **VI. Indemnity**

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

#### **VII. Independent Contractor**

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

#### **VIII. Assignment and Subletting**

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



County as provided by this Agreement.

### **IX. Audits and Records/Prohibited Interest**

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

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

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

### **X. Contract Termination**

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

### **XI. Complete Contract**

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

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

the County is relying upon the Provider's skill and experience in performing the services pursuant to this Agreement.

**XII. Mailing of Notices**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Collin County Purchasing Dept Attn: Purchasing Agent 2300 Bloomdale, Suite 3160 McKinney, TX 75071	and	Collin County Administrative Services Attn: County Administrator 2300 Bloomdale, Suite 4192 McKinney, TX 75071
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All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the date such notice or communication is posted by the sending party.

**XIII. Miscellaneous**

**A. Paragraph Headings**

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

**B. Interpret Contract Fairly**

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

**C. Venue/Governing Law**

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

**D. Parties Bound**

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

**E. Severability**

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

**F. Effective Date**

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

**G. Term of Agreement**

Provide for a term contract to commence upon award and continue for one (1) year with an option to renew upon the contract anniversary for an additional three (3), one (1) year terms.

**H. Observe and Comply**

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

**I. Expenses for Enforcement**

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

**J. 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.

**WITNESS OUR HANDS AND SEALS** on the date indicated below.

COLLIN COUNTY, TEXAS

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Michelle Charnoski, NIGP-CPP, CPPB  
Purchasing Agent  
Court Order No. \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT "A"**

**SCOPE OF SERVICES**

SAMPLE

## **EXHIBIT "B"**

### **PAYMENT SCHEDULE**

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

SAMPLE

## EXHIBIT "C"

### INSURANCE REQUIREMENTS

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

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

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

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

Employers' Liability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SAMPLE





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

During the 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/or contracting for the attached procurement:

Department:

Cynthia Jacobson – Director of Human Resources

Michelle Talley – HR Manager

Jim Skinner – Sheriff

Chris Fontana – Assistant Chief Deputy

Brian Ward – Lieutenant – Sheriff's Office

Marie Chacon – Budget Technician – Sheriff's Office

Angela Kachel – Administrative Secretary – Sheriff's Office

Purchasing:

Michelle Charnoski, NIGP-CPP, CPPB – Purchasing Agent

Marci Chrismon, CPPB – Assistant Purchasing Agent

Michelle Michaelis, CTPM – 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.

<b>Print or type.</b>	<b>See Specific Instructions on page 3.</b>	<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> <hr/> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <hr/> <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                  <input type="checkbox"/> C Corporation                  <input type="checkbox"/> S Corporation                  <input type="checkbox"/> Partnership                  <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 style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
		<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p><b>6</b> City, state, and ZIP code</p> <hr/> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p> <hr/>

**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.

**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.

<b>Social security number</b>					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>			-		
		-			
<b>or</b>					
<b>Employer identification number</b>					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>			-		
		-			

**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 ▶ _____
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## 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-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.*