



COLLIN COUNTY

Office of the Purchasing Agent
2300 Bloomdale Road
Suite 3160
McKinney, Texas 75071
www.collincountytx.gov

ADDENDUM NO. ONE (1)

TRANSPORTATION OF ELECTION EQUIPMENT

RFP NO. 2023-204

Effective: May 19, 2023

Change: Special Conditions and Scope of Services 5.10.2
From: The Elections department clearly labels the location on each item for delivery. Depending on the size of the truck and the location needs, some trucks may only be able to hold enough equipment for 1-2 locations.

To: The Elections department clearly labels the location on each item for delivery.

Attachment A – Requirements 5.22.18.3

From: Minimum required vehicle size by the Election Department is 26' (feet) in length with standard sized lift gates of 12.5' (feet) height, 22'-26' (feet) long, and 96"-102" (inches) wide, due to limited accessibility and/or travel restriction in some voting site locations.

To: Required vehicle size by the Election Department is 26' (feet) in length with standard sized lift gates of 12.5' (feet) height, 26' (feet) long, and 96"-102" (inches) wide, due to limited accessibility and/or travel restriction in some voting site locations.

Change of Due Date:

From: Thursday, May 25, 2023 at 2:00 PM

To: Thursday, June 1, 2023 at 2:00 PM

Add: Minimum insurance required
3.1.4 Cargo Liability
Any one loss \$100,000
Aggregate in Transit \$200,000

Attribute #24 - Addendum 1 Acknowledgement

Pre-Bid meeting sign-in sheet

PLEASE NOTE ALL OTHER TERMS, CONDITIONS, SPECIFICATIONS, DRAWINGS, ETC. REMAIN UNCHANGED.

SINCERELY,
MICHELLE CHARNOSKI, NIGP-CPP, CPPB
PURCHASING AGENT

(GZ)

5.0 SPECIAL CONDITIONS AND SCOPE OF SERVICES

- 5.1 Authorization: By order of the Commissioners Court of Collin County, Texas sealed proposals will be received for **Transportation of Election Equipment**.
- 5.2 Intent of Request for Proposal: Collin County's intent of this Request for Proposal (RFP) and resulting contract is to provide contractors sufficient information to prepare a proposal for a complete turnkey service for the Transport (pickup, delivery, and return) of the Election Equipment. The Election Equipment will be picked up and delivered to various voting sites throughout the Collin County area and returned to Collin County Elections Department, 2010 Redbud Boulevard, Suite 102, McKinney, Texas 75069.
- 5.3 Term: Provide for a contract commencing on October 1, 2023 and continuing through and including September 30, 2024, with the option of four (4) one (1) year renewals.

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

- 5.4 Pre-Proposal Conference: An **optional** pre-proposal conference will be conducted by Collin County on Friday, May 23, 2023 at 10:00 a.m. at Collin County Elections, 2010 Redbud Blvd, Suite 102, McKinney, Texas 75069. It is the contractor's responsibility to review the site and documents to gain a full understanding of the requirements of the RFP. All contractors desiring to submit a proposal are encouraged to have a representative at the pre-proposal conference.
- 5.5 Point of Contact: Information regarding the purchasing process and the contents of this RFP may be obtained from the Collin County Department or email gzimmer@co.collin.tx.us, G Zimmer, Buyer II.
- 5.6 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.
- 5.7 Price Reduction: If during the life of the contract, the contractor's net prices to its customers for the same product(s) and/or services shall be reduced below the contracted price, it is understood and agreed that the County shall receive such price reduction.
- 5.8 Price Redetermination: A price redetermination may be considered by Collin County only at the twelve (12) month, twenty-four (24) month, thirty-six (36) month and forty-eight (48) month anniversary date of the contract. Any request for redetermination will require a minimum of

thirty (30) days written notice, prior to the date of the increase and all requests for price redetermination shall be in written form and shall include documents supporting price redetermination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A., Insurance Coverage Rates, etc. The Vendor's past experience of honoring contracts at the quotation price will be an important consideration in the evaluation of the lowest and best quote. Collin County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

- 5.9 Completion/Response Time: Contractor shall place product(s) and/or complete services at the County's designated location within the listed calendar days provided by Elections during each voting period.
- 5.10 Delivery/Setup/Installation Location: Locations for delivery and pickup will be given upon award by the Elections Department. This contract is just for the delivery and pickup. No unboxing will be required.
 - 5.10.1 The routes are determined by the Elections department and take into account the availability of the locations, and open/close times.
 - 5.10.2 The Elections department clearly labels the location on each item for delivery. ~~Depending on the size of the truck and the location needs, some trucks may only be able to hold enough equipment for 1-2 locations.~~
 - 5.10.3 The Election equipment must be attended at all times throughout the delivery and pickup process and can not be pre-loaded the night before delivery.
 - 5.10.4 Elections employees will push the items to the delivery trucks and contractor will be responsible for loading them. There are two docks that are available.
 - 5.10.5 The preferred method by Elections is to wrap the Carriers, Work Stations, or DS200 in equipment pads, but it is optional.
 - 5.10.6 The delivery and pickup routes that Elections supplies needs to be followed and can not be altered unless authorized by an Elections representative.
 - 5.10.7 The contractor is typically notified and given the delivery schedules 4-6 weeks before early voting begins.
- 5.11 Freight/Delivery Charges: All freight or delivery charges shall be included in the submitted pricing. No additional fees for delivery/freight/fuel surcharges or other fees shall be invoiced or paid by Collin County.
- 5.12 Testing: Testing may be performed at the request of Collin County, by an agent so designated, without expense to Collin County.
- 5.13 Samples/Demos: When requested, samples/demos shall be furnished free of expense to Collin County.

5.14 **Approximate Value/Usage:** Approximate usage does not constitute an order, but only implies the probable quantity the County will use. Estimated annual expenditure is \$200,000.00.

- 65 is the approximate maximum number of voting site location/stops for Early Voting.
- 115 is the approximate maximum number of voting site location/stops for Election Day.
- 65 is the approximate maximum number of voting site location/stops for Early Voting Run-off.
- 65 is the approximate maximum number of voting site location/stops for Election Day Run-off.

5.15 **Background Check:** All Contractor employees that will be transporting equipment must be able to pass a background check performed by Collin County before any work may be performed. The selected contractor shall be provided the required information for background checks.

5.16 **Subcontractors:** Contractor shall state names of all subcontractors and the type of work they will be performing. If a contractor fails to specify a subcontractor, then he shall be deemed to have agreed that he is fully qualified to perform the contract himself, and that he will fully perform the contract himself.

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

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

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

5.18 **Payment and Performance Bonds:** Payment and Performance bonds in the amount of one-hundred percent (100%) of the total contract price are required of the successful contractor upon award of contract. The bond shall remain in effect for the term of the contract.

5.19 **PROPOSAL SCHEDULE**

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

RFP Released	Tuesday, April 10, 2023
Pre-Proposal Conference	Friday, May 12, 2023
Deadline for submission of questions	Thursday, May 18, 2023 at 5:00 pm
Proposals Due:	Thursday, May 25, 2023 at 2:00 pm
Award of RFP:	August 2023

5.20 PURPOSE/SCOPE OF WORK

The transportation work undertaken by the contractor will include turnkey service for the Transport (pickup, delivery, and return) of the Election Equipment throughout Collin County. The transportation of election equipment includes Early Voting, Election Day, Early Voting Run-Off and Election Day Run-Off events. (See 5.14 for approx. number of voting site locations for each event.)

5.21 REQUIREMENTS

The County seeks proposals meeting or exceeding the following requirements outlined in “Attachment A – Requirements.” Complete Attachment A and submit in accordance with section 6.4.

	A	B	C	D	E	F
	Reference Number	<p>IMPORTANT INFORMATION:</p> <p>Requirements that require a detailed response shall be submitted as attachment with titled "Detailed Response to Requirements". The responses shall be in order and include the reference numbers within this document. Acknowledgement of response on this sheet is required and reference of location of response shall be referenced in the comment section of this document.</p> <p>Any responses that are answered as "YES" mean that you will fully comply with general requirement. Any responses that are answered as "NO" shall be included in your proposal as "exceptions" with further explanation. Refer to Section 7.0 of the specifications for more details on Exceptions.</p>	Requirements that have a (*) require a detailed response or attachment	Yes	No	<p>Written Response: Include additional comments below.</p> <p>If you need additional space please include with your submittal attachment titled "Detailed Response to Requirements" and note accordingly below.</p>
1						
2	5.22	GENERAL REQUIREMENTS				
3	5.22.1	Contractor must be a licensed Texas mover with an "Active" status certificate number on file with the Texas Department of Motor Vehicles (TxDMV). https://apps.txdmv.gov/apps/mccs/truckstop/Truckstop.asp				State the TxDMV active certificate # on proposal section 6.2.1
4	5.22.2	Election Early Voting - Contractor will complete pickup and delivery of the required Election Equipment according to the route schedule developed by the Elections Department. Election Early Voting cabinets will be picked up at Collin County Elections Department located at 2010 Redbud Blvd., Suite #102, McKinney, Texas 75069 and delivered to each designated voting site location throughout Collin County. After the early election, contractor will complete pickup and delivery of the required Election Equipment according to the route schedule developed by the Elections Department. Election Early Voting cabinets will be picked up from each designated early voting site location and returned to Collin County Elections Department, 2010 Redbud Blvd., Suite #102, McKinney, Texas 75069. 65 is the approximate maximum number of voting site location/stops.				
5	5.22.3	Election Day Voting - Contractor will complete pickup and delivery of the required Election Equipment according to the route schedule developed by the Elections Department. Election Day Voting cabinets will be picked up at Collin County Elections Department located at 2010 Redbud Blvd., Suite #102, McKinney, Texas 75069 and delivered to each designated voting site location throughout Collin County. After the election, contractor will complete pickup and delivery of the required Election Equipment according to the route schedule developed by the Elections Department. Election Day Voting cabinets will be picked up from each designated early voting site location and returned to Collin County Elections Department, 2010 Redbud Blvd., Suite #102, McKinney, Texas 75069. 115 is the approximate maximum number of voting site location/stops.				
6	5.22.4	Run-off Election Early Voting - Contractor will complete pickup and delivery of the required Election Equipment according to the route schedule developed by the Elections Department. Run-off Election Early Voting cabinets will be picked up at Collin County Elections Department located at 2010 Redbud Blvd., Suite #102, McKinney, Texas 75069 and delivered to each designated voting site location throughout Collin County. After the early election, contractor will complete pickup and delivery of the required Election Equipment according to the route schedule developed by the Elections Department. Run-off Election Early Voting cabinets will be picked up from each designated early voting site location and returned to Collin County Elections Department, 2010 Redbud Blvd., Suite #102, McKinney, Texas 75069. 65 is the approximate maximum number of voting site location/stops.				

	A	B	C	D	E	F
7	5.22.5	Run-off Election Day Voting - Contractor will complete pickup and delivery of the required Election Equipment according to the route schedule developed by the Elections Department. Run-off Election Day Voting cabinets will be picked up at Collin County Elections Department located at 2010 Redbud Blvd., Suite #102, McKinney, Texas 75069 and delivered to each designated voting site location throughout Collin County. After the election, contractor will complete pickup and delivery of the required Election Equipment according to the route schedule developed by the Elections Department. Run-off Election Day Voting cabinets will be picked up from each designated early voting site location and returned to Collin County Elections Department, 2010 Redbud Blvd., Suite #102, McKinney, Texas 75069. 65 is the approximate maximum number of voting site location/stops.				
8	5.22.6	Required Election Equipment - CARRIER cabinet - is 62" (inches) Width x 75" (inches) Height x 28" (inches) Depth, and approximately 1200 lbs. fully loaded. With additional supplies that are attached to the top of the Election Supply Carrier, the height may reach up to 85" (inches). (Illustration 1)				
9	5.22.7	Required Election Equipment – WORK STATION cabinet - is 34" (inches) Width x 41" (inches) Height x 28" (inches) Depth, approximately 300 lbs fully loaded. (Illustration 2)				
10	5.22.8	Required Election Equipment – DS200 cabinet - is 43" (inches) Height x 26" (inches) Width x 28" (inches) Depth, approximately 115 lbs fully loaded. (Illustration 3)				
11	5.22.9	Required Election Equipment – Curbside Voting Unit - is 66" (inches) Height x 26" (inches) Width x 26" (inches) Depth, approximately 50 lbs fully loaded. (Illustration 4)				
12	5.22.10	Voting site locations for Early Voting and Run-Off Early Voting may each have up to ten (10) items of required election equipment; four (4) Carriers, two (2) Work Stations, and two (2) DS200's, and two (2) Curbside Voting Units.				
13	5.22.11	Voting site locations for Election Day Voting and Run-Off Election Day Voting may each have up to ten (10) items of required election equipment; four (4) Carriers, two (2) Work Stations, and two (2) DS200's, and two (2) Curbside Voting Units.				
14	5.22.12	When necessary, the Elections Department may have to deliver additional voting equipment and materials that are not placed inside an Election Supply Carrier, Work Station or DS200. Contractor agrees to provide safe and secure infrastructure inside the truck for transport of these additional units and materials not placed inside the Election Supply Carrier, Work Station, DS200, and/or Curbside Voting Unit.				
15	5.22.13	When delivery of each route is completed, Contractor will provide confirmation of route completion to the Elections Warehouse Manager via email, phone call, or text message. Contact information for the Elections Warehouse manager will be provided during each election period.				
16	5.22.14	Collin County personnel will inspect all voting equipment when loaded for delivery to the various voting site location for any visible signs of damage. All damages will be noted on route sheet or corrected immediately. It is the contractor's responsibility to notify Collin County Elections Department personnel of any damage.				
17	5.22.14.1	Contractor will notify Collin County Elections Department personnel within 24 hours of any damage that may have occurred at voting locations, and damaged and/or missing Election Equipment not returned at the time of pick-up.				
18	5.22.15	Contractor will be held responsible for any damage to existing structures, because of his operations and shall repair or replace any damaged structures to the satisfaction of, and at no additional cost to, the County, unless otherwise addressed in the Contract.				
19	5.22.15.1	Collin County Elections Department will schedule and coordinate the delivery and pick-up to each voting site location. The Election Department will furnish each location to the contractor. The Election Department hours are 8:00 a.m. to 5:00 p.m. except holidays and weekends. Most pickup and delivery schedules are during the Election Department hours.				
20	5.22.16	All routes will be worked as full routes, in the order determined by the Elections Department, and not worked as split routes. No changes to the routes shall be made by the Contractor.				

	A	B	C	D	E	F
21	5.22.17	Contractor agrees to furnish the necessary equipment, supervision and personnel. Contractor vehicles, personnel and equipment must remain on the premises until released by the Elections Department.				
22	5.22.18	Example of Voting Calendar and Locations used for the November 2022 General Election (Actual future voting calendars, polling locations and the number used for each election may change.) (Exhibit A and Exhibit B)				
23	5.22.18.1	VEHICLES				
24	5.22.18.1.1	Contractor must have at least six (6) dedicated trucks or vans that will be used exclusively to deliver and pick-up Election Equipment. Collin County reserves the right to inspect the dedicated trucks or vans that will be utilized for this proposal.	*			Attach pictures of vehicles that will be utilized for the contract titled "Pictures of Vehicles"
25	5.22.18.2	Contractor must have backup trucks available if trucks being utilized break down or become unusable during transport.				
26	5.22.18.3	Minimum Required vehicle size by the Election Department is 26' (feet) in length with standard sized lift gates of 12.5' (feet) height, 22' 26' (feet) long, and 96"-102" (inches) wide, due to limited accessibility and/or travel restriction in some voting site locations.				
27	5.22.18.4	All vehicles must be equipped with heavy-duty (industrial/commercial grade) tie down devices that shall be used to prevent load shift.				
28	5.22.18.5	A minimum of three (3) men per crew/per truck will be required at all times in order to deliver, pick-up and return the Election Equipment.				
29	5.22.18.6	All vehicles must have the latest/most current GPS on board at all times to be used in connection with the Elections Department delivery schedule.				
30	5.22.18.6.1	All vehicles must have some type of communication devices (two-way radio, mobile telephones or similar type of device use for communication) to allow communication with Elections Department at any given time.				
31	5.22.18.7	Additionally, all workers must have excellent verbal communication skills to ensure proper communication with the Elections Department.				
32	5.22.18.8	Collin County Election Equipment are the only items allowed on vehicles during delivery and pick-up from the various site locations including the Elections Department. Contractor is not allowed to carry any other client or customer equipment or product while making deliveries, pick-up, or returns for Collin County Elections Department.				

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 Cargo Liability

- Any one loss \$100,000
- Aggregate in Transit \$200,000

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.



SIGN-IN SHEET

Project: RFP 2023-204 Transportation of Election Equipment – non-mandatory pre-bid meeting

Meeting Date: 5/12/2023 10:00am

Facilitator: Elections and Purchasing

Place/Room: Elections

Name	Company	Phone	Email
Emma Herzog	Omni Logistics	832-545-3695	Eherzog@omnilogistics.com
Cheryl Lorena	Collin County	972-547-1902	cgorena@collincountytx.gov
G. Zimmer	Purchasing	972-548-4119	gzimmer@collincountytx.gov
Sarah Caton	Purchasing	972-548-4130	scaton@co.collin.tx.us
Johnny Franco	Collin County	972- ⁵⁴⁷ 548 -1939	jfranco@co.collin.tx.us
BRIAN GRIESBACH	Collin County	972-547-1930	Bgriesbach@co.collin.tx.us
Bruce Sherbet	Collin County	972-547-1910	bsherbet@co.collin.tx.us
Jon Van Wagener	Collin County	972-547-1904	jvanwagener@co.collin.tx.us

