



Collin County, TX

REQUEST FOR PROPOSAL

2026-011

INMATE COMMUNICATIONS SOLUTION

RELEASE DATE: November 18, 2025

RESPONSE DEADLINE: December 18, 2025, 2:00 pm

Please refer to the project timeline in this document for all important deadlines.

Table Of Contents

1. INTRODUCTION
2. PURPOSE/SCOPE OF WORK
3. SPECIAL CONDITIONS
4. INSURANCE REQUIREMENTS
5. EVALUATION
6. GENERAL INSTRUCTIONS
7. TERMS OF CONTRACT
8. VENDOR RESPONSE & PROPOSAL FORMAT
9. ATTACHMENTS

Attachments:

B - Attachment_A-Requirements

C - Cost Proposal Worksheet

D - Exceptions

E - CIQ Form

F - Legal Notice

AA - W9

1. INTRODUCTION

1.1. SUMMARY

Collin County is seeking a set of incarcerated people's communications services (IPCS) and related services, including;

- inmate telephone services in the admissions area (e.g., 37 TAC 265.7, 265.8) and in housing (e.g., 37 TAC 291.1),
- inmate video communication services (e.g., tablets on the inmate's end), including visitation services (e.g., 37 TAC 291.4), on-site visitation, and privacy booths for attorney, court, and public use (Court use includes routine magistration (e.g., CCP arts. 15.17(a) (addressing video conferences at magistration), 17.028 (bail proceedings); Texas Tribune v. Caldwell County, 121 F.4th 520 (5th Cir. 2024) (public access to magistration and bail proceedings)) and remote court proceedings (TRCP 21d, 500.10; CCP art. 51.13).),
- inmate tablets, including educational, vocational, and entertainment content and services; law library content and services; and mail services (e.g., 37 TAC 285.3, 287.1, 287.4, 291.2; TCJS, TAM #23-11 (methods for scanning mail)),
- electronic tracking of detention staff rounds (e.g., 37 TAC 275.1; TCJS, Letters on SB 1849 (Nov. 10 and Dec. 20, 2017) (electronic rounds tracking)), and
- electronic inmate tracking – products for tracking information about inmates, such as basic file information (name, pod assignment, meal restrictions, program requirements, meal requirements, health requirements) (e.g., 37 TAC 265.5, 271.1, 273.1–273.4, 281.4) and location and movement information (such as from a pod to the infirmary or law library and back).

1.2. TIMELINE

RFP Released:	November 18, 2025
Pre-Proposal Meeting (1st Opportunity) (Mandatory):	December 2, 2025, 10:00am Adult Detention Center Lobby, 4300 Community Ave. McKinney, TX 75071
Pre-Proposal Meeting (2nd Opportunity) (Mandatory):	December 4, 2025, 1:00pm Adult Detention Center Lobby, 4300 Community Ave. McKinney, TX 75071

Deadline for Submission of Questions:	December 8, 2025, 5:00pm
Response Submission Deadline:	December 18, 2025, 2:00pm
Demonstrations:	February 2, 2026
Award of RFP:	April 6, 2026

2. PURPOSE/SCOPE OF WORK

2.1. Overview

Collin County is seeking a set of incarcerated people's communications services (IPCS) and related services, including;

- inmate telephone services in the admissions area (e.g., 37 TAC 265.7, 265.8) and in housing (e.g., 37 TAC 291.1),
- inmate video communication services (e.g., tablets on the inmate's end), including visitation services (e.g., 37 TAC 291.4), on-site visitation, and privacy booths for attorney, court, and public use (Court use includes routine magistration (e.g., CCP arts. 15.17(a) (addressing video conferences at magistration), 17.028 (bail proceedings); Texas Tribune v. Caldwell County, 121 F.4th 520 (5th Cir. 2024) (public access to magistration and bail proceedings)) and remote court proceedings (TRCP 21d, 500.10; CCP art. 51.13).),
- inmate tablets, including educational, vocational, and entertainment content and services; law library content and services; and mail services (e.g., 37 TAC 285.3, 287.1, 287.4, 291.2; TCJS, TAM #23-11 (methods for scanning mail)),
- electronic tracking of detention staff rounds (e.g., 37 TAC 275.1; TCJS, Letters on SB 1849 (Nov. 10 and Dec. 20, 2017) (electronic rounds tracking)), and
- electronic inmate tracking – products for tracking information about inmates, such as basic file information (name, pod assignment, meal restrictions, program requirements, meal requirements, health requirements) (e.g., 37 TAC 265.5, 271.1, 273.1–273.4, 281.4) and location and movement information (such as from a pod to the infirmary or law library and back).

2.2. Functions

The IPCS system should be capable of performing various functions or providing various services, including:

- various system functions, including a PIN system, pre-approved number lists, call blocking, restrictions on third-party calls, and call tracking,
- call recording and storage, including a do-not-record list for attorney-client and other privileged calls,
- call monitoring with an alert to listed persons in the SO (e.g., The system hears a key word used in an inmate phone call in near-real time and alerts a detention officer or deputy sheriff. Or the system detects one inmate using another inmate's PIN and alerts a detention officer.),
- call transcription services,

- key-word searching by, for example, calls arranged or stored by inmate PINs and time and date,
- voice biometrics (e.g., to detect one inmate using another inmate's PIN),
- options for call-length or call-frequency limitations,
- communication access for inmates with communications disabilities (e.g., 47 CFR 64.6040; 47 CFR Chapter 1, Subchapter B, Part 64, Subpart F (provisions applicable to correctional facilities); TCJS, TAM #22-01 (VRS for inmates with a hearing disability)),
- the ability to provide a recording of a call or call-identifying information in response to a court order or other lawful process (e.g., CALEA, 47 U.S.C. §§ 1002–1004; 47 CFR 1.20000 to 1.20007), and
- a connection between the IPCS system and LeoTech and its Verus system (With funding from the Legislature, the Texas Dept. of Information Resources has a contract with LeoTech, related to TXGANG work, CCP, chapter 67, and the SO's current IPCS system connects to Verus. DIR links: <https://leotechnologies.com/dir/>; <https://dir.texas.gov/contracts/dir-cpo-5165.>)

2.3. Compliance

The IPCS system must comply with the law and industry standards as far as cybersecurity, data storage, and privacy protection (e.g., attorney-client calls, privileged correspondence, and health information). The IPCS vendor and the parties' contract must comply with all FCC laws and regulations, including the Martha Wright Reed Act, Pub. L. No. 117-338, and related regulations, including IPCS, Implementation of the MWR Act, 89 Fed. Reg. 77,244 (Sept. 20, 2024) (MWRA Order), and Access to Video Conferencing, 90 Fed. Reg. 59 (Jan. 2, 2025) (proposed).

2.4. Reimbursements

Collin County recently built and opened a new admissions-and-release area and a new 180-bed orientation-housing cluster for the county jail. The County is also building a new infirmary for the county jail on the same campus area, and the County expects to open portions of the new infirmary with 133 beds in July 2026 and a portion with under 50 beds in June 2027. A prospective IPCS provider may make proposals for the County or an IPCS provider to recover used-and-useful costs that are reimbursable under the FCC's MWRA Order. See MWRA Order, 89 Fed. Reg. at 77,276, ¶¶ 181–182, ¶ 243.

2.5. Waivers

A prospective provider should assess whether it may face unusually high costs in providing IPCS to Collin County such that it may apply for a waiver, see, e.g., MWRA Order, 89 Fed. Reg. at 77,331–77,332, ¶¶ 475–481; 47 CFR 64.6120, and briefly describe a plan to apply for one.

2.6. Alternate Pricing Plans

A prospective provider should describe any possible alternate pricing plans it may offer. See MWRA Order, 89 Fed. Reg. at 77,322–77,330, 77,358, ¶¶ 424–471, ¶ 632; 64 CFR 64.6140.

2.7. FCC Orders

The FCC regulates IPCS services and pricing under section 276 of the Communications Act of 1934, 47 U.S.C. §276. In 2023, Congress expanded FCC's authority to regulate IPCS. See Martha Wright-Reed Just and Reasonable Communications Act of 2022, Pub. L. No. 117-338, 136 Stat. 6156 (Jan. 5, 2023).

- MWRA Order. On July 18, 2024, the FCC adopted a report and order and notice of proposed rulemaking to implement the MWRA. See FCC, Report & Order, In re IPCS, WC Docket Nos. 23-62 & 12-375 (adopted July 18, 2024) (released July 22, 2024), <https://docs.fcc.gov/public/attachments/FCC-24-75A1.pdf>. On Sept. 20, 2024, the FCC published the final rule. See FCC, IPCS, Implementation of the Martha Wright-Reed Act, 89 Fed. Reg. 77244 (Sept. 20, 2024). This is the MWRA order. Among other things, the MWRA order (1) set caps on audio IPCS rates, (2) set interim caps on video IPCS rates, (3) prohibited monetary and in-kind site commissions, (4) restricted an IPCS provider's ability to recover the cost of providing a list of common services or functions from regulated IPCS rates, (5) imposed certain per-minute billing requirements, and (6) prohibited an IPCS provider from charging an ancillary service charge (as defined). For a county jail with an ADP over 1,000, the new rate caps and site-commission prohibition went into effect Jan. 1, 2025. See 47 CFR 64.6015.
- June 30 Order. On June 30, 2025, the FCC postponed the deadlines by which IPCS providers must comply with certain rules in the MWRA order until April 1, 2027. See FCC, In re IPCS, WC Docket Nos. 23-62 & 12-375 (adopted & released June 30, 2025), <https://docs.fcc.gov/public/attachments/DA-25-565A1.pdf>. This is the June 30 order. Specifically, the FCC temporarily waived the “deadlines for complying with the rate cap, site commission, and per-minute pricing rules.” June 30 order, ¶¶ 1, 25. The June 30 order did not extend the compliance date for the rule prohibiting ancillary service charges. See June 30 order, ¶ 19. During this temporary extension of these compliance dates, IPCS providers will remain subject to the interim rate caps, site commission, and per-minute pricing rules applicable to interstate and international audio IPCS under the FCC's 2021 ICS Order (released May 24, 2021), https://docs.fcc.gov/public/attachments/FCC-21-60A1_Rcd.pdf. See June 30 order, ¶ 19 & nn.52 & 57.A (1) vendor should present its services and pricing as though the MWRA order applies or governs, and a (2) vendor should also present its services and pricing under the June 30 order.

2.8. Presentation of Pricing 1 (MWRA Order)

IPCS. A vendor should list the services, which fall under the definition of IPCS, see 47 CFR 64.6000, that it will provide to persons in the county jail at the current audio caps and interim or permanent video caps. See MWRA Order, 89 Fed. Reg. at 77,263, ¶ 119; 47 CFR 64.6010. For example, in addition to some level of telephone and video services, the County believes that the costs of various IPCS systems functions—such as a PIN system, pre-approved number lists, call blocking, and restrictions on third-party calls and call forwarding—

are recoverable from IPCS rates. See, e.g., MWRA Order, 89 Fed. Reg. at 77,314–77,315, ¶ 386, 77,317, ¶¶ 395–397.

Itemized. A vendor should itemize the price for each of its services, including the following. If a vendor offers services in a bundle, the vendor may identify the services or functions in a bundle and the bundle's price.

- call recording and monitoring,
- call transcription,
- key-word searching,
- voice biometrics,
- call tracking,
- call-length or call-frequency limitations, and
- a connection to LeoTech's Verus system.
- A vendor should describe its tablets and tablet-based services and itemize the component prices.
- A vendor should describe its visitation equipment (including booths) and services and itemize the component prices.
- A vendor should describe its equipment and services for remote magistration and remote court proceedings and its equipment and services to enable the County to meet its obligation to make magistration and bail proceedings accessible to the public by video or similar means and itemize the component prices.
- A vendor should describe its solution for electronic tracking of detention staff rounds and itemize the component prices.
- A vendor should describe its solution for electronic inmate tracking and itemize the component prices.

2.9. Presentation of Pricing 2 (June 30 Order)

Second, a vendor should present its pricing and services, including a proposal with regard to monetary or in-kind site commissions until April 1, 2027 (or any later extension), under the FCC's June 30 order.

Best Terms and Changes. A contract should include a provision that ensures that the IPCS provider provides IPCS and other contracted services and functions, including monetary or in-kind site commissions, on terms most favorable to the County under then-applicable law and FCC rules. A contract should include a provision that requires or permits renegotiation of part or all of the contract for any change in the law, including any change related to the MWRA order, June 30 order, or any successor.

3. SPECIAL CONDITIONS

3.1. AUTHORIZATION

By order of the Commissioners Court of Collin County, Texas sealed proposals will be received for **2026-011** **Inmate Communications Solution.**

3.2. INTENT OF REQUEST FOR PROPOSAL

Collin County's intent of this Request for Proposal (RFP) and resulting contract is to provide contractors with sufficient information to prepare a proposal for Inmate Communications Solution.

3.3. TERM

Provide for a three (3) year term commencing on the date of award with the option of two (2) one (1) year renewals.

3.4. 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.

3.5. PRE-PROPOSAL CONFERENCE

A mandatory pre-proposal conference will be conducted by Collin County at the Adult Detention Center Lobby, 4300 Community Ave., McKinney, TX 75071, on Tuesday, December 2, 2025, at 10:00 a.m., and Thursday, December 4, 2025, at 1:00 p.m. Attendance at one of the two pre-proposal conferences is required. It is the contractor's responsibility to review the site and related documents to gain a full understanding of the RFP requirements. All contractors wishing to submit a proposal are encouraged to have a representative attend the pre-proposal conference.

3.6. POINT OF CONTACT

Information regarding the purchasing process and the contents of this RFP may be obtained from the Collin County Department or email Hunter Alley, Senior Buyer at halley@co.collin.tx.us.

3.7. 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 after the end of the current Collin County fiscal year shall be subject to budget approval. Unbudgeted items may be funded through Commissary funds, as available and approved by the Sheriff's Office.

3.8. PRICE REDUCTION

If during the life of the contract, the offeror'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.

3.9. 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.

3.10. COMPLETION/RESPONSE TIME

Contractor shall place product(s) and/or complete services at the County's designated location within the number of calendar days according to the schedule proposed by contractor

3.11. DELIVERY/SETUP/INSTALLATION LOCATION

Locations for delivery and installation will be stated on the Collin County Purchase Order(s). Delivery shall include assembly, setup and installation and shall be included in proposal. Below is the address for work to be completed.

Collin County Detention Center

4300 Community Ave.

McKinney, TX 75071

Collin County Juvenile Detention

4700 Community Ave.

McKinney, TX 75071

3.12. FREIGHT/DELIVERY CHARGES:

Any freight or delivery charges shall be included in the submitted pricing. No additional fees for delivery/freight/fuel surcharges or other fees shall be invoiced or paid by Collin County.

3.13. TESTING

Testing may be performed at the request of Collin County, by an agent so designated, without expense to Collin County.

3.14. SAMPLES/DEMOS

When requested, samples/demos shall be furnished free of expense to Collin County.

3.15. APPROXIMATE VALUE/USAGE

Approximate usage does not constitute an order, but only implies the probable quantity the County will use. Estimated annual expenditure is \$100,000.00.

3.16. BACKGROUND CHECK

All Contractor employees that will be working on site or by Remote Access shall pass a background check performed by Collin County before any work may be performed. The selected contractor shall be provided the required information for background checks.

3.17. SUBCONTRACTORS

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

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

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

3.18. 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.

3.19. PROPOSAL SCHEDULE

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

RFP Released:	November 18, 2025
Pre-Proposal Meeting (1st Opportunity) (Mandatory):	December 2, 2025, 10:00am Adult Detention Center Lobby, 4300 Community Ave. McKinney, TX 75071

Pre-Proposal Meeting (2nd Opportunity) (Mandatory):	December 4, 2025, 1:00pm Adult Detention Center Lobby, 4300 Community Ave. McKinney, TX 75071
Deadline for Submission of Questions:	December 8, 2025, 5:00pm
Response Submission Deadline:	December 18, 2025, 2:00pm
Demonstrations:	February 2, 2026
Award of RFP:	April 6, 2026

4. INSURANCE REQUIREMENTS

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.

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

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. **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
---------------------------------------	-------------

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
---------------------------	-------------

5. **Umbrella/Excess Liability** insurance

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

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

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

- iii. All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.
- iv. 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.
- v. All copies of Certificates of Insurance shall reference the project/contract number.

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

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

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:

- i. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
- ii. Sets forth the notice of cancellation or termination to Collin County.

5. EVALUATION

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 Texas 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.

Compliance Review Phase - Conformance with Mandatory Requirements (Pass/Fail)

The first part of the elevation process (the Compliance Review Phase) 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.

Level 1 – Detailed Proposal Assessment (Maximum 115 Points)

The Evaluation Committee will conduct a detailed assessment of all proposals elevated to this Level. See Level 1 below for criteria. It is anticipated that Collin County will elevate proposals scoring at least 80.5 points (70%) to Level 2.

Level 2 – Demonstration of Solution (optional) & References (Maximum 50 Points)

The County will contact the references. These references will be asked a series of questions regarding their satisfaction with the solution and the performance of the implementation supplier. Offeror 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 1.

Level 3 – Best And Final Offer

Contractors who are susceptible of receiving award may be elevated to Level 3 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 1 and 2.

Based on the result of the Best and Final Offer evaluation, a single contractor will be identified as the finalist for contract negotiations. If a contract cannot be reached after a period of time deemed reasonable by the

County, it reserves the right to contact any of the other contractors that have submitted proposals and enter into negotiations with them.

LEVEL 1

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Solution Meeting Requirements See Attachment A (§8 Proposal Format / Vendor Response, Question 6.1).	Points Based	25 (21.7% of Total)
2.	Firm Overview, Staff Qualifications / Experience / Credentials & Additional Information	Points Based	20 (17.4% of Total)
3.	Quality Assurance Plan	Points Based	20 (17.4% of Total)
4.	Cost (§8 Vendor Response & Proposal Format, Question 6.2)	Reward Low Cost	50 (43.5% of Total)

LEVEL 2

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	References	Points Based	30 (60% of Total)
2.	Demonstration of Solution (optional)	Points Based	20 (40% of Total)

6. GENERAL INSTRUCTIONS

6.1. DEFINITIONS

1. Offeror: refers to submitter.
2. Vendor/Contractor/Provider: refers to a Successful Vendor/Contractor/Service Provider.
3. Submittal: refers to those documents required to be submitted to Collin County, by an Offeror.
4. RFP: refers to Request for Proposal.
5. CSP: refers to Competitive Sealed Proposal

6.2. GENERAL INSTRUCTIONS

1. If Offeror does not wish to submit an offer at this time, please submit a No Proposal response.
2. Awards shall be made not more than ninety (90) days after the time set for opening of Submittals.
3. Collin County is always conscious and extremely appreciative of your time and effort in preparing your Submittal.
4. Collin County exclusively uses OpenGov eProcurement Portal 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.
5. A Submittal may not be withdrawn or canceled by the Offeror prior to the ninety-first (91st) day following public opening of Submittals and only prior to award.
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.
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.
8. Submittals via email, oral, telegraphic or telephonic will not be accepted. RFPs and CSPs may be submitted in electronic format via [Collin County eProcurement Portal](#).

9. All RFPs and CSPs submitted electronically via [Collin County eProcurement Portal](#), shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the RFP and/or CSP.
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.
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.
12. Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.
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 eProcurement Portal](#).
 - i. 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 Proposer to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. <https://procurement.opengov.com/portal/collincountytx> 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.
14. All materials and services shall be subject to Collin County approval.
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.
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.
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.

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

- i. have adequate financial resources, or the ability to obtain such resources as required;
- ii. be able to comply with the required or proposed delivery/completion schedule;
- iii. have a satisfactory record of performance;
- iv. have a satisfactory record of integrity and ethics;
- v. 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.

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

20. 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.

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

22. 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.

23. Proposal Openings: All proposals submitted will be read at the County's regularly scheduled proposal opening for the designated project. However, the reading of a proposal at proposal opening should be not construed as a comment on the responsiveness of such proposal or as any indication that the County accepts such proposal as responsive.

The County will make a determination as to the responsiveness of proposals 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 proposals received will be available for inspection at that time.

24. 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.

7. TERMS OF CONTRACT

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. 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.
3. No public official shall have interest in the contract, in accordance with Local Government Code Title 5, Subtitle C, Chapter 171.
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.
5. Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.
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.
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.
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.
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.

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.
11. If a contract, resulting from a Collin County RFP/CSP is for the execution of a public work, the following shall apply:
 - i. In accordance with Government Code 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of \$25,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).
 - ii. In accordance with Government Code 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Performance Bond if the contract is in excess of \$100,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).
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.
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.
14. Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.
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.

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.
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.
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:
 - i. Collin County Purchase Order Number;
 - ii. Vendor's/Contractor's/Provider's Name, Address and Tax Identification Number;
 - iii. Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.
19. Payment will be made in accordance with Government Code, Title 10, Subtitle F, Chapter 2251.
20. All warranties shall be stated as required in the Uniform Commercial Code.
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.
22. The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.
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.
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.
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.

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.
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.
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.
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.
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.
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.
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.

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.

34. Delays and Extensions of Time when applicable:

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

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.

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.
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.
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.

8. VENDOR RESPONSE & PROPOSAL FORMAT

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

1. Firm Overview

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

*1.1. A descriptive background of your company's history.**

*Response required

*1.2. State your principal business location and any other service locations.**

*Response required

*1.3. State the address and normal business hours of your local service location and list the number of technical support personnel assigned to this work location. **

Should a service location not exist in the Collin County region please list your nearest service location to the county.

*Response required

*1.4. What is your primary line of business?**

*Response required

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

*Response required

*1.6. State the number and location of installations where your services are in use.**

*Response required

*1.7. Does your solution require third party software?**

Yes

No

*Response required

When equals "Yes"

1.7.1. Explain*

*Response required

1.8. Describe plan to keep Collin County up to date on current changes and operating systems, during the term of the contract. *

*Response required

1.9. Identify any terminated public sector projects. *

Disclose the jurisdiction and explain the termination.

*Response required

1.10. Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity?*

Yes

No

*Response required

When equals "Yes"

1.10.1. Please explain the impact both in organizational and directional terms. *

*Response required

1.11. List of all lawsuits resulting in award (in or outside of court) to a client and provide basis and finding of any settlement. *

*Response required

1.12. Contractor shall disclose outages that last longer than eight (8) hours in a single day over the past year. *

*Response required

2. PROPOSED PROJECT TEAM/STAFF QUALIFICATIONS/ EXPERIENCE/ CREDENTIALS

2.1. Project Team/Staff*

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

*Response required

3. PROPOSED PROJECT PLAN

3.1. *Provide an implementation plan for the proposed product(s)/service(s) to include but not limited to the following areas:**

1. Provide a specific, detailed project plan that describes how the Contractor intends to provide the requested hardware, software, and services which are set forth in this solicitation. Contractor shall explain, in full detail, how the Contractor will meet all the needs of Collin County detailed in the Scope of Work. Contractor shall not summarize its services in this section. Rather, explain exactly how the Contractor can meet Collin County's needs. If applicable, include items such as technical details and descriptions, key personnel, implementation plans, customer service, timetables, deliverables, ongoing communication with Collin County.
2. Any services Contractor cannot provide that are stated in this solicitation, shall be disclosed in writing in the section labeled Exceptions at the end of the proposal. If no exceptions are listed in the section labeled Exceptions, it is understood that the Contractor has agreed to requirements as listed in the RFP.
3. Demonstrate a clear understanding of the tasks and the potential problems in meeting the requirements listed in §1 or Attachment A: Requirements. The Contractor shall include a statement and discussion of anticipated major difficulties and problems areas, together with potential or recommended approaches for their solution.
4. Include a phased approach as well as complete system integration for the Inmate Communication System.
5. Provide a draft project plan (including GANTT Chart) in Microsoft Project or other suitable format that describes the project level tasks, sub-tasks, duration, resources and appropriate dependencies.
6. Include performance testing, user acceptance testing time period and end-to-end testing on all services as well as an identification of number and quantity of Collin County/Contractor resources to conduct the testing.
7. Provide, subject to Collin County's approval, a single, primary contact on behalf of the Contractor.
8. Include roles and responsibilities of the Contractor and its representatives, including development, implementation, post-implementation, support and service level agreements for implementation issues both immediate and on-going.
9. Describe in proposal the process/procedures and system requirements to provide trouble-shooting services.
10. Disaster recovery services should be outlined, if the contractor proposes such service.

11. Explain in detail how the contractor will support the system over the life of the contract.
12. Describe the real time call monitoring process. How will alarms and printed information be provided.

*Response required

4. REFERENCES

4.1. *Offeror is requested to include at least three (3) references with names, addresses, email addresses, and telephone numbers and description of the project. References with similar projects and users are preferred.**

*Response required

5. TIME SCHEDULE

5.1. *Provide a schedule for each phase of the proposed project**

Provide a schedule on each phase of the proposed project beginning with program development and ending with the date of operation. The schedule shall include all tasks that will require time in the process, such as County review (identify amount of time assumed for each task). All work shall be performed during normal business hours (Monday – Friday, 8am – 5pm). Weekend and after hours work will not be permitted.

*Response required

6. PRICING / FEES & MINIMUM REQUIREMENTS

6.1. *Contractor shall respond to all requirements in Attachment A-Requirements.**

Requirements that require a detailed response shall be submitted as attachment named "Detailed Response to Requirements". The responses shall be in order and include the reference numbers within this document. Acknowledgement of response on this sheet is required and reference of location of response shall be referenced in the comment section of this document.

Any response answered as a “yes” means that the solution will comply.

Please download the below documents, complete, and upload.

- [Attachment A-Requirements \(...\)](#)

*Response required

6.2. *Complete Attachment B – Pricing and Commissions Schedule. Contractor shall provide pricing in accordance with the FCC Rates as applicable.**

Please download, complete, and upload the documents listed below. The offeror's cost proposal will be evaluated solely based on the total annual estimated cost calculated in Section C, "Total Estimated Cost." **No exceptions to this evaluation method or cost alternatives will be accepted at this stage, prior to the Best and Final Offers (BAFO).**

- [Cost Proposal Worksheet Fin...](#)

*Response required

7. EXCEPTIONS

7.1. *Exceptions**

Please download the below documents, complete, and upload.

- [Exceptions \(5\) \(3\).docx](#)

*Response required

8. PROPOSAL ATTRIBUTES

8.1. *Notice**

Collin County exclusively uses OpenGov eProcurement Portal 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 confirm

*Response required

8.2. *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 List authorized by the company, corporation, firm, partnership or individual to respond to any questions, clarification, and/or offers in response to this solicitation.

*Response required

8.3. *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 confirm

*Response required

8.4. *Technology Security Breach Acknowledgement*

When VENDOR experiences a data breach or unauthorized access to the Collin County Data, VENDOR will immediately notify the End-User Department Director, the Chief Information Officer (CIO), and the Purchasing Agent. Within two weeks of such breach, a detailed notification is required and shall include the nature of the breach, the data comprised, the involving parties, mitigation efforts, and corrective actions to be taken by VENDOR. Unless Collin County or any of their affiliates is directly responsible for such breach, VENDOR shall be solely responsible for all expenses related to any data breach or unauthorized access to the Collin County

data and shall be by liable for all damages, fines, to include litigation cost. Except as set forth above, Collin County shall not be responsible for any expense associated with data breaches or unauthorized access while the Collin County Data is residing in VENDOR cloud services.

- Yes
- No

8.5. 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".

*Response required

8.6. 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.

*Response required

8.7. 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.

*Response required

8.8. 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.

*Response required

8.9. Cooperative Contracts*

As permitted under Texas Local Government Code Sections 271.101 and 271.102 and Texas Government Code Section 791.025, 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

*Response required

8.10. 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 or a state in which the nonresident is a resident manufacturer.(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.

*Response required

8.11. Debarment Certifications*

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 confirm

*Response required

8.12. 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 confirm

*Response required

8.13. 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 confirm

*Response required

8.14. 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 confirm

*Response required

8.15. 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 confirm

*Response required

8.16. 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?

*Response required

8.17. Critical Infrastructure Affirmation*

Pursuant to section 2275.0102 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 2275.0103, or (2) headquartered in any of those countries.

Please confirm

*Response required

8.18. Energy Company Boycotts*

Pursuant to Section 2276.002 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 confirm

*Response required

8.19. 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 confirm

*Response required

8.20. Information Regarding Conflict of Interest*

During the 79th Legislative Session, House Bill 914 was signed into law effective September 1, 2015, which added Chapter 176 to the Texas Local Government Code. Recent changes have been made to Chapter 176 pursuant to HB23, which passed the

84th Legislative Session. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with Collin County, including family, business, and financial relationships such persons may have with Collin County officers or employees involved in the planning, recommending, selecting and contracting of a vendor for this procurement.

For a copy of Form CIQ and CIS: <https://www.ethics.state.tx.us/forms/conflict/>

The vendor acknowledges by doing business or seeking to do business with Collin County that they have been notified of the requirements under Chapter 176 of the Texas Local Government Code and that they are 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: <https://www.collincountytx.gov/Contact/county-officials>

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:

Sheriff's Office:

Jim Skinner - Sheriff

Michael Sepulvado - Assistant Chief Deputy

Chris Gann - Lieutenant - Jail/Housing

Purchasing:

Michelle Charnoski, NIGP-CPP, CPPB – Purchasing Agent

Marci Chrismon, CPPB – Assistant Purchasing Agent

Hunter Alley, CPPB - Senior Buyer

Commissioners Court:

Chris Hill – County Judge

Susan Fletcher – Commissioner Precinct No. 1

Cheryl Williams – Commissioner Precinct No. 2

Darrell Hale – Commissioner Precinct No. 3

Duncan Webb – Commissioner Precinct No. 4

*Response required

Please download and complete the CIQ attachment and upload.

*Response required

8.21. *W-9**

Please upload your W-9 Form

*Response required

8.22. *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 confirm

*Response required