

AGENDA

**Commissioners Court
Jack Hatchell Administration Building
4th Floor, 2300 Bloomdale Road, McKinney
April 4, 2016
1:30 P.M.**

NOTICE OF A REGULAR MEETING

Notice is hereby given that the Collin County Commissioners Court will meet in REGULAR SESSION. Following is the agenda for said meeting:

Invocation – Commissioner Webb

Pledge of Allegiance – Judge Self

Pledge of Allegiance to the Texas Flag – Commissioner Fletcher

COMMISSIONERS COURT MEETING

FYI NOTIFICATION

1. AI-34688 Outstanding Agenda Items, Commissioners Court.
2. **Addenda:**
 - a. AI-41378 No. 1, 2, 3, 4, 5 and 6 for Access Control and Time Collection System (RFP No. 2016-044) to make various changes to the Request for Proposal, Purchasing.
 - b. AI-41370 No. 1, 2, 3, 4, 5 and 6 to IT Security Audit (RFP No. 2016-137) to make various changes to the Request for Proposal, Purchasing.
3. AI-41356 Budget amendment in the amount of \$9,000 for investigative expenses from the Sheriff's Office Forfeiture Fund, Auditor.

4. AI-41362 Budget Amendments (Adjustments) totaling \$7,200 (over \$5,000 per c/o 2005-589-08-01) to replace a broken dishwasher at the Animal Shelter, Budget.
 5. AI-41374 Voluntary Terminations, Human Resources.
 6. AI-41329 P-Card Disbursements, Auditor.
1. Call to order. The court will convene in open session for consideration of the following business matters:
 2. Public Comments.
 3. Presentation/Recognition.
 4. **Consent agenda to approve:**
 - a. AI-41379 Disbursements for the period ending March 29, 2016, Auditor.
 - b. AI-41314 Tax refunds totaling \$1,102,569.55, Tax Assessor Collector.
 - c. **Advertisement(s):**
 1. AI-41317 Supplies: Specialized Printing for Elections (IFB No. 2016-188), Elections.
 2. AI-41353 Services, Maintenance: Plumbing Contractor (IFB No. 2016-112), Facilities.
 3. AI-41319 Image Archive Expansion (RFP No. 2016-185), Information Technology.
 - d. **Award(s):**
 1. AI-41367 Construction, Clean Agent Fire Protection System, McKinney Courthouse Data Center (IFB No. 2016-098) to APS Fire Co. Dallas-Ft. Worth, LLC, budget amendment in the amount of \$135,000 and further authorize the Purchasing Agent to finalize and execute the Construction Agreement, Construction & Projects.
 - e. **Agreement(s):**

1. AI-41363 Consent to Assignment and Assumption for Lease, Building 2010 Redbud, Elections (Agreement No. 01322-09) to change the name from Paella Industrial Partners L.P. to Megillah Realty (Redbud McKinney) ADA Compliant L.P. and further authorize the Purchasing Agent to finalize and execute same, Purchasing.
2. AI-41365 Consent to Assignment and Assumption for Paramedic Ambulance Service SE Coalition (Agreement No. 2015-024) to change the name from East Texas Medical Center Emergency Medical Service to ETMC EMS (a not-for-profit corporation) and approve a letter from the County Judge to comply with the Texas Health and Safety Code Section 773.0573, Purchasing.

f. **Amendment(s):**

1. AI-41355 No. 2 to Law Enforcement Services for the City of Lucas (AGR No. 2015-149) for a total reimbursement cost for year three (3) in the amount of \$90,208, commencing October 1, 2015 through and including September 30, 2016 and further authorize the Purchasing Agent to finalize and execute same, Sheriff.

g. **Filing of the Minute(s), County Clerk:**

1. AI-41358 March 14, 2016.

h. **Miscellaneous**

1. AI-41366 Grant application for the FY2016 State Criminal Alien Assistance Program (SCAAP) grant through the Bureau of Justice Assistance, Auditor.
2. AI-41316 Declare Xerox Government Systems, LLC as the sole source provider and grant an exemption from the competitive bid process per V.T.C.A. Local Government Code 262.024(a)(7)(A) for the Jury Management System, approve the Xerox Service Agreement for any services required throughout the term of the contract, approve Change Order No. 1 in the amount of \$2,500 and further authorize the Purchasing Agent to finalize and execute same, District Clerk.
3. AI-41377 Re-designation of Private Road 5632 to Laguna Dr (with associated address updates), GIS/Rural Addressing.

4. AI-41375 Re-designation of Private Road Bear Branch to Gracebridge (with no associated address updates), GIS/Rural Addressing.
5. AI-41389 Personnel Appointments, Human Resources.
6. AI-41390 Personnel Changes, Human Resources.

GENERAL DISCUSSION

Presentation, discussion and any action regarding:

5. AI-41400 Public outreach of limited access roadway study, Engineering.
6. Possible future agenda items by Commissioners Court without discussion.

EXECUTIVE SESSION

(upon recess of GENERAL DISCUSSION)

Executive Session, in accordance with Chapter 551 of the Government Code.

Any action resulting from the executive session.

The court reserves the right to convene into executive session throughout this meeting.

Adjourn.

Keith Self
COUNTY JUDGE
COLLIN COUNTY, T E X A S

CERTIFICATION:

I hereby certify that the above notice of meeting was filed and posted to this office located in the City of McKinney, Texas, on this the _____ day of _____, 2016 at _____ o'clock _____.M.

Stacey Kemp, County Clerk
Collin County, T E X A S

AI-34688

1.

Commissioners Court

Meeting Date: 04/04/2016

Outstanding Agenda Items

Submitted By: Georgia Shepherd

Department: Commissioners Court

Request Type: FYI

Agenda Area: Miscellaneous

Information

Department Action

Outstanding Agenda Items, Commissioners Court.

Purchasing Department Action

HR and/or IT Action

Budget Department Action

Auditor's Office Action

Commissioners Court

Outstanding Agenda Items, Commissioners Court.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Adjustment:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Outstanding Agenda Items

Outstanding Agenda Items

| | Title/Issue | Department | Court Date | AI Number | Status | Resolution |
|---|--|--------------------------|-------------------|------------------|---------------|-------------------|
| 1 | Final Audit Results for the Tax Assessor Collector (2 nd , 3 rd & 4 th Quarter) | Auditor | 08-04-14 | AI-38561 | | Future Court |
| 2 | Future County Bond Election Process | Commissioner, Precinct 4 | 10-20-14 | | | Future Court |
| 3 | Audit of the 2007 Bond | Judge Self | 12-22-14 | | | Future Court |
| 4 | Project Access | Commission, Precinct 3 | 11-2-15 | | | Future Court |
| 5 | Policy regarding independent accident investigation | Judge Self | 1-4-16 | | | Future Court |
| 6 | Traffic Control for Fireworks | Commissioner, Precinct 2 | 2-8-16 | | | Future Court |
| 7 | Path to shovel ready Transportation Projects | Judge Self | 2-15-16 | | | Future Court |

AI-41378

2. a.

Commissioners Court

Meeting Date: 04/04/2016

Addendum No. 1-6 Access Control and Time Collection Solution

Submitted By: Geraldine Osinaike

Department: Purchasing

Request Type: FYI

Agenda Area: Miscellaneous

Information

Department Action

FYI Notification of Addendum No. 1- 6 Access Control and Time Collection Solution

Purchasing Department Action

FYI Notification of Addendum No. 1 - 6 for RFP 2016-044, Access Control and Time Collection Solution to make various changes per the attached document. go

HR and/or IT Action

Budget Department Action

No action by B&F

Auditor's Office Action

No action required by Auditor.

Commissioners Court

No. 1, 2, 3, 4, 5 and 6 for Access Control and Time Collection System (RFP No. 2016-044) to make various changes to the Request for Proposal, Purchasing.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Adjustment:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Addendum No. 1



COLLIN COUNTY

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

ADDENDUM No. One (1)

Access Control and Time Collection System RFP No. 2016-044

Effective: March 8, 2016

You are hereby directed to make changes to the Request for Proposal in accordance with the attached information:

Add Document:

Attachment B Questions and Answers

Please note all other terms, conditions, specifications drawings, etc. remain unchanged.

Sincerely,
Michalyn Rains CPPO, CPPB
Purchasing Agent

**Access Control and Time Collection Systems
RFP No. 216-044**

Questions & Answers:

1. There are no drawings included in the Access Control and Time Collection RFP. Will you be issuing these at a later date or at the pre proposal conference?

The county does not have schematics of the existing access control system as that was added to buildings throughout the county over time. Building floor plans will be available for review at the pre-proposal conference on March 9th.

2. What is the estimated value of this project?

This is a budgeted project approved by Commissioner Court and funds are available. The RFP process is soliciting bids to determine the best cost effective option for the county.

3. How will it be funded (budget, grant...etc)? If it is not funded, what funding options are being researched?

This is a budgeted project approved by Commissioner Court and funds are available.

4. Also are you able to disclose a list of the vendors that responded to the RFI#2015-143?

**Advanced Connections
Associated Time
DAC Innovations
Entech Sales and Service
Enterprise Security Solutions of TX
Green Solution
Johnson Controls**

**Kaba Work Force Solutions
Knight Security Systems
Open Options Access Technology
Schneider Electric
Securadyne Systems
TimeClock Plus**

5. The RFP states the replacement of the existing system. I understand the requirements and the intent of the spec but just trying to clarify the word replacement and the reasons. What/why is driving the need to replace to the existing system?

The county has an access control system which only supports 125 Khz access cards. These cards are more susceptible to a “bump and run” type of cloning attack which could allow an un-authorized person to clone an access badge and gain access to non-public areas within the county.

6. I understand the need for new reader and card technology but trying to understand the need to change the software and panels?

The county seeks to improve the physical security posture within our organization. We are seeking a solution to migrate our access cards, and hence the access control readers, to the 13.5 Mhz spectrum. If a proposal is available which does not require a new software system but would just need to update the badges, readers and other relevant components the county will review the project and give it equal consideration with all other proposals in accordance with our evaluation criteria and process.

7. The RFP Access Control and Time Collection Solution calls for the brand "Open Options" is Collin, County open to alternative brands or solutions?

Open Options is not specified in the RFP, Collin County will consider any solution proposed.



COLLIN COUNTY

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

ADDENDUM No. Two (2)

Access Control and Time Collection System RFP No. 2016-044

Effective: March 14, 2016

You are hereby directed to make changes to the Request for Proposal in accordance with the attached information:

IDF Walk Through Scheduled:

Date: March 17, 2016

Time: 9:00 a.m.

Location: 2300 Bloomdale Rd., McKinney, TX 75071, Administration 3rd floor Rm 3207

Directions: This will be the only walk through, attendance is not mandatory. If you intend to attend send an email to gosaiake@co.collin.tx.us, include the names of all representatives.

Please note all other terms, conditions, specifications drawings, etc. remain unchanged.

Sincerely,
Michalyn Rains CPPO, CPPB
Purchasing Agent



COLLIN COUNTY

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

ADDENDUM No. Three (3)

Access Control and Time Collection System RFP No. 2016-044

Effective: March 15, 2016

You are hereby directed to make changes to the Request for Proposal in accordance with the attached information:

Delete:

Attachment B Questions and Answers

Replace with:

Attachment B Questions and Answers (Revised)

Please note all other terms, conditions, specifications drawings, etc. remain unchanged.

Sincerely,
Michalyn Rains CPPO, CPPB
Purchasing Agent

Revised Attachment B

Access Control and Time Collection Systems RFP No. 216-044

Questions & Answers:

Outstanding questions are in red.

1. There are no drawings included in the Access Control and Time Collection RFP. Will you be issuing these at a later date or at the pre proposal conference?

The county does not have schematics of the existing access control system as that was added to buildings throughout the county over time. Building floor plans will be available for review at the pre-proposal conference on March 9th.

2. What is the estimated value of this project?

This is a budgeted project approved by Commissioner Court and funds are available. The RFP process is soliciting bids to determine the best cost effective option for the county.

3. How will it be funded (budget, grant...etc)? If it is not funded, what funding options are being researched?

This is a budgeted project approved by Commissioner Court and funds are available.

4. Also are you able to disclose a list of the vendors that responded to the RFI#2015-143?

**Advanced Connections
Associated Time
DAC Innovations
Entech Sales and Service
Enterprise Security Solutions of TX
Green Solution
Johnson Controls**

**Kaba Work Force Solutions
Knight Security Systems
Open Options Access Technology
Schneider Electric
Securadyne Systems
TimeClock Plus**

5. The RFP states the replacement of the existing system. I understand the requirements and the intent of the spec but just trying to clarify the word replacement and the reasons. What/why is driving the need to replace to the existing system?

The county has an access control system which only supports 125 Khz access cards. These cards are more susceptible to a “bump and run” type of cloning attack which could allow an un-authorized person to clone an access badge and gain access to non-public areas within the county.

6. I understand the need for new reader and card technology but trying to understand the need to change the software and panels?

The county seeks to improve the physical security posture within our organization. We are seeking a solution to migrate our access cards, and hence the access control readers, to the 13.5 Mhz spectrum. If a proposal is available which does not require a new software system but would just need to update the badges, readers and other relevant components the county will review the project and give it equal consideration with all other proposals in accordance with our evaluation criteria and process.

7. The RFP Access Control and Time Collection Solution calls for the brand "Open Options" is Collin, County open to alternative brands or solutions?

Open Options is not specified in the RFP, Collin County will consider any solution proposed.

8. Can you provide the criteria which will be used regarding industry rankings for each system as referenced from section 4.1 Level 2?

The IT department uses industry rankings from organizations such as Gartner and other evaluation firms to identify where a certain vendor and/or product ranks within the industry. The Facility department leverages similar reference information within their field.

9. From section 5.12, is it the intent of the county to replace the Open Options DNA software and hardware, or just the 125KHz reader?

The county is seeking to solicit proposals from the vendor community and is open to considering any proposal from an upgrade to a full scale replacement of the existing system. The goal of this RFP is to address current security issues and position the county such that the building access controls will be sufficient to protect physical assets within the county for a number of years.

10. From section 5.12, is the file produced by DNA automatically copied to a share, and then automatically imported into PeopleSoft or is manual intervention needed?

It is automated using scheduled tasks on the access control server to copy the file to a network share available to PeopleSoft. The file is then retrieved from the network share location and processed into the PeopleSoft time file using a highly custom process written by Collin County. It is the intention of the county to replace these customizations and leverage published API's from PeopleSoft for the time processing. In the event that a file copy does

not occur at the scheduled time then the process requires manual intervention and/or manual data entry to correct missing time data.

11. In section 5.13, does the "Consolidation" of the building access control system consist of migrating the Sheriff's office from its stand-alone system, into the server at the central plant?

The consolidation refers to the county seeking to consolidate the two distinct access control systems into one system with role based security access determining who is able to publish ID badges and assign building access throughout the county. The application will be deployed on high density servers in the main data center, not Central Plant, with database services provided from the county enterprise SQL Server.

12. Can the county please provide the Equipment Standards as referenced in Section 5.14.3?

This section relates to the county data network. The standards for network equipment are Cisco network equipment and Panduit horizontal cable components.

13. In section 5.14.4, how many workstations does the County currently have in place?

Three to Five units, assuming that this question intended to ask how many workstations will need to run the badge software.

14. In addition to the Browser based work stations, will any thick clients for badge printing be required from section 5.14.4?

I think that depends on the architecture used for the proposed solution.

15. What version of PeopleSoft is the county using from section 5.20.1?

The county is running PeopleSoft version 9.2

16. In section 5.22.2.4, will the existing badge station be used, if so please provide make and model?

The county is seeking a new solution to include new badge printing stations. Please document in the proposal the requirements for desktop systems (if it requires a client side install), badge printer, camera solution, and any other peripherals associated with creating the badges and assigning security access. The county intends to procure devices compliant with our current computer standards to satisfy the necessary hardware.

17. In section 5.22.2.4, will new credentials be required, if so how many?

Assuming that this question is asking how many ID badges would be required to support the higher frequency cards, the county will require approximately 2000 cards between employees, contractors and other related resources.

18. In section 5.24.7, will the proposed system need to include licenses, and programming into the Milestone system or just the capabilities?

At this point, the county is just looking to know if the proposed solution can provide integration to the Milestone video surveillance system. The integration to Milestone is not a go-live requirement.

19. In section 5.24.7, what is the current Milestone VMS system in place?

The current install is 2014 version 7b

20. In section 5.20, what are the current steps to import the Time Collection Functions into PeopleSoft (Please describe each step so that we may customize our solution.

PLEASE NOTE: COLLIN COUNTY DOES NOT WISH TO IMPLEMENT A NEW CUSTOM PROCESS OR RETAIN THE EXISTING CUSTOM PROCESS TO ACCOUNT FOR EMPLOYEE TIME WORKED. THE COUNTY SEEKS TO IMPLEMENT A TIME KEEPING SOLUTION WHICH WILL USE STANDARD INTERFACES/APIs TO REPORT TIME WORKED.

The following process describes the steps necessary to reproduce the time file generated through scheduled tasks running on the current access control system server and tasks to process time files on the PeopleSoft system. These manual steps to replicate the “automated” processes were accurate for the PeopleSoft 9.0 installation and will serve to provide an idea of the custom process used at Collin County. The county **does not** seek to implement another solution requiring customization within PeopleSoft.

Regenerating Time Collection File

The ACCESSCONTROLVENDOR time collection file is generated by a batch process executed from the ACCESSCONTROLVENDOR server. The TimeCollection.bat file, located on D:\TimeCollection of the ACCESSCONTROLVENDOR server, is used to execute a process that will produce a text file containing the time collection data from the previous day. For example, if the current day is the 12th of the month then the process will create a file containing data for the 11th of the month. The following procedures are used to recreate the time collection file.

1. Go to the ACCESSCONTROLVENDOR server.
2. Right mouse click on the Start button and select Explore to open a Windows explorer window.
3. Navigate to the D:\ drive.
4. Double click on the Time Collection folder.
5. Double click on the TimeCollection.bat file.
6. Verify that the new time collection file has been transferred to the production PeopleSoft application server by double clicking on the 'ACCESSCONTROLVENDOR on PEOPLESOFTSERVER icon on the

ACCESSCONTROLVENDOR server desktop. If the file has been successfully transferred then the current dated file will exist in the directory.

Reprocessing Time Files in PeopleSoft

If ACCESSCONTROLVENDOR time files must be re-processed be very careful to determine if ANY time has been processed in the PeopleSoft system at all. If any part of the time collection processes worked, or if time keepers have added data, then the default time processes will not deliver the desired results and instead will add any collected time to time already entered in the PeopleSoft application. If time data has already been captured through the time collection process then the Rapid Time process must be modified to process the new time file in REPLACE mode in order to avoid duplication of time entries. To process the time as a REPLACE first run through the process steps to process the time file in an add mode then find the batch session on the Report Rapid Time search page. Open the session and change the Add/Replace drop down box to REPLACE and click the Submit button at the bottom of the page.

If the ACCESSCONTROLVENDOR time files have to be reprocessed then it is highly likely the time admin processes will have to be re-executed as well. In order to re-run the PeopleSoft time admin processes the following steps must be followed under a *user ID with the appropriate level of authorization*.

If the decision is made to reprocess the time files and re-run time admin the users must be notified to exit the system via a broadcast email sent to the county to notify the users that the PeopleSoft system is being taken down. Users already on the system can only be locked out of the system if the PeopleSoft web server is stopped and re-started. Stopping the web server will force out all users in the PeopleSoft system.

1. Login to the PeopleSoft system and navigate to PeopleTools → Process Scheduler → System Process Requests.
2. Enter, or create, a run control.
3. Click the checkbox next to Rapid Time Load, the process name is CCG_TCD, and click the OK button.
4. Run the process and monitor that it completes successfully through the process monitor.
5. Once the CCG_TCD process is completed then the time admin processes must be re-run. The navigation to the screen is Time and Labor → Process Time → Request Time Administration. Select the appropriate run controls to process the time files. NOTE: In order to access the time admin run controls the correct user ID and password must be used.
6. Monitor the time admin processes through process monitor to ensure they complete successfully.

21. In section 5.20, what improvement would you like to see in that process?
Use published application program interfaces within PeopleSoft so the county may eliminate the use of customizations inside of PeopleSoft.
22. In section 5.18, how many access cards are initially to be included in our response?
At least 2000 cards
23. In section 5.18, clarify whether this is referring to the credentials to be utilized or whether it is referring to data communications between the system components. It is unclear whether the intention is to utilize a credential that meets TWIC, PIV, etc. or whether it is calling for the use of NIST Advanced Encryption Standard for communication.
This RFP is intended to replace our existing access control process with one which offers a greater degree of security. The preference listed in section 5.18 is there more to reinforce the idea that the county seeks proposals from vendors which are conscious of the security needs of their clients and have taken steps to provide assurance to customers that they are focused on security as well.
24. Will Collin County consider a separate vendor just for Time and Attendance if the time clocks can utilize the same badges provided by the Access Control vendor?
Yes
25. I need to get an understanding of current number of readers, according to your list there are 634 locking devices with readers, correct?
26. 85 plus another 750 county wide access readers, fitted with an LCD clock, are designated as time collection devices (TCDs) within the Count, correct? quote: In addition to the device types listed above there are approximately 750 badge access readers, in addition to the 85 TCD units, deployed across the county. Does this mean there is 835 TCD's county wide?
27. How are the remote county readers and TDC communicating with the Main Controller?
28. You have indicated the counties requirement 5.14.2. DATABASE COMPONENTS, will embedded PostgreSQL database in Enterprise Class Access Control Database hardware chassis be acceptable for use in your system?
29. Can you provide as builds for all location with card readers and or TCD's?
30. Can you provide a system wide access control as-build showing logistical and logical location of door controllers, card readers and or TCD's?

31. Does the county have stock on door controllers required for replacement bad, damaged and or warranty replacement?
32. Open Option used SSP (Central Plan description page 5) which are Mercury door controllers, correct? How many, what type and location of SSP in the counties system?
33. Will the county accept the takeover of current SSP-Mercury board technology into a new Access system?
34. The following question are related to Integration of access control to PeopleSoft-PS:
 - a. What time frequency would be required to synchronize the operation to view the Table between access control and PS, how many minutes or hours will be required?
 - b. If we synchronize a provisioning schedule between PeopleSoft and Active Directory; will Collin County create a database View over the PeopleSoft data? Which includes a LastDateTime Modified Stamp?
 - c. Will Collin County provide an AD domain account for Security Contractor that has sufficient authority to update Active Directory?
35. Section 5.14.4 Workstation Components, Re: Web Access section: clarify that the Web access requirement. Do you require that no software be installed on the client workstations; i.e. webclient only accessing the system software/server via common web browser. Or is this a requirement that the client workstations can communicate over the owner's LAN. WAN, and or internet as required?
36. Provide further detail on the three (3) year maintenance requirement. Is this to be break/fix, no billing? Time and Materials? An annual Preventative Maintenance piece? Is it to be 24 hours or just 8 to 5, will overtime billable?
37. On the maintenance, only new items are to be picked up for maintenance correct? In other words, we would not pick up the field door hardware.
38. One of the manufacturer's proposed solutions would be to create an import file from which PeopleSoft can feed. This would be configured to update on a "near real time" basis. Can the County please provide details as to the information this import file would need to include? Or, what information would be required to be fed to PeopleSoft via the import file? Cardholder name, Unique ID, Date/Time of transactions, Badge in/Badge out, etc?
39. The specification calls for a "bi directional" integration between the proposed ACS solution and PeopleSoft. What, if any, data is to be imported from PeopleSoft into the proposed ACS Solution? And, would this be a continuous

synchronization process or would it be configured to synchronize on a specified periodic basis?

40. Is it the county expectation that the active directory be included in the pricing for this RFP, or just state that the proposed solution can do Active Directory for future implementation?
41. In Sections 5.1 through 5.22, the RFP states that the “vendor” vs the “proposer” is to create these documents. Can we assume that they these deliverables are required after the project is let to the successful bidder and not part of the proposal?
42. Can you please provide the response required documents in an Excel spreadsheet and a Word document so we may respond in the format that you have created, rather than create the documents from scratch?
43. Can we get a print out of the existing system?
44. If a new system is being installed, will the county provide security for doors that will be down during conversion?
45. Is there any work that will need to be done after hours?
46. Can you please provide the version/revision of DNA Fusion that you are currently running?

Pre-conference questions:

1. At the jail do you have access control at the cell doors, what other doors does the SO have control of?
No, it is through a different touch screen system. The employee access doors are controlled by the system as well as the pharmacy, commissary.
2. Are they standard strike?
Yes

3. Will there be an addendum with all the individual departments' requirements be summarized? **Yes we will give a summary.**

IT Response:

The IT department seeks to implement an access control system which will take advantage of stronger encryption technology available with 13.5Mhz identity cards operating on a software platform deployed on highly dense servers running Windows Server Data Center 2012 R2 under a VMware ESX 5.5 implementation with database services provided on an application specific tablespace residing within a shared instance on the county's enterprise MS SQL Server stack. The solution should provide role based security to allow specific department users, with appropriate security rights, to create, issue and assign access to identity badges.

Sheriff Office Response:

The Collin County Sheriff's Office shares the goals and objectives of IT, however, wishes to maintain security rights to create, issue and assign access to identity badges for all areas under the control of the Sheriff's Office.

4. Do you provide the quantities of badging stations, work stations, cameras etc. for each area? **The county will provide the computer system(s), badge printer(s), camera(s) for each location based on the current standards of the county as they apply to the recommended equipment list provided in the winning proposal.**
5. Can you give the number of badging stations and printer used and where they are located? **There are currently three badging stations in the county. The primary station is located in the HR department. The SO houses a badge station used to create ID badges used within their area. The Facilities department has a third unit used primarily to assign access permissions to doors. A fourth system is used in the Facilities Control Room for monitoring.**
6. Do you want additional printers or stations or readers? **We would look to the vendor to propose the number of printers, stations or readers as part of the proposal using their best practice deployment method and recommendation.**
7. There is a list of equipment in the RFP, but the number of doors vs. locks does not match, we also need a count of card readers for each location can this be provided?
Reports from the access control system, with privileged information redacted, will be provided. Equipment counts in the RFP stipulate:

Approximately 1700 door locks, 85 time collection devices and, 750 badge readers.

8. Can we get drawings of the buildings so we know what type of equipment is where? **The as built drawings are not up to date, some of the buildings were purchased and others have had updates.**
9. Even if the current cabling is used, the current locations for the FCS's are needed?
Please define what a FCS is.
10. Can the County provide a printout from the system that shows the panel and count coming from each?
Yes
11. The card readers are they one for one for lock or do you have read-in read-out?
One for one. In locations where a door is controlled by two readers to control ingress and egress from a conference room, each reader is a separate unit.
12. Moving to the 13.5 MHz cards, do all the card reader only ready the 125 KHz cards?
All readers only read the 125 KHz cards. During the implementation, we will be open to employees having 2 cards when a zone is being changed.
13. Going back to the drawings, will the County require us to get permits for the different locations in City of McKinney?
The County has provided plans in the past and the vendor would update them to get the permits.
14. What product set is approved for this project, does the County care what product is proposed? **No, as long as very departments requirements are met and if it meets the business need of the County and requirements of the RFP.**
15. The current system is an open system, but we need the standards used by the County, like white covers and other standards to propose the upgrade can those be provided?
The county is open to the vendor to propose these as part of their solution.
16. Why would you consider another system when the open option system you have can work for you with an upgrade?
The county is open to any proposal.
17. Will the County consider solutions with the open options system if it is shown to meet the requirements in the RFP?

Yes, the RFP criteria will be used to evaluate the proposed solutions.

18. What type of printer do you use?

Fargo

19. Has the County acquired badge printers separate from the current provider?

Yes

20. How many badge printers and software are needed and at which locations?

There are currently three badging stations in the county. The primary station is located in the HR department. The SO houses a badge station used to create ID badges used within their area. The Facilities department has a third unit used primarily to assign access permissions to doors. A fourth system is used in the Facilities Control Room for monitoring.

21. The system uses Cisco; will the County provide the switches and connections?

You will give us the number you need and we will see what can be provided per our capacity.

22. If the Open Options system is switched out will the County be responsible after the vendor brings in the panels for the access levels, card holder and that kind of things or is it a turnkey? **The county is seeking a turn-key proposal for the implementation but intends that our personnel will receive appropriate training so that we may be self-sufficient with all aspects of the solution.**

23. Currently does the County have to physically enter data into PeopleSoft or does it populate? **Currently, data is manually entered into PeopleSoft and into the access control system.**

24. When someone is added to PeopleSoft does it automatically populates the security system?

No

25. Is it one directional?

(Assumption: It is assumed that this question relates to the time reporting interface) It is a one directional feed driven by a batch file from the access control system that is copied to a network share once per 24 hour period.

26. The RFP requires an active directory access, how do you see that working?

We would like the kind of driver and an integrated busing system so we can eliminate the custom.

27. Do you want a video management system included in the solution or is that an option?

Not at this time but would be good to have.

28. What video management system does the County use and where?

Milestone

29. Can the County provide how many cameras, software on the Milestone to interact with the Open Options system?

None of the cameras currently interact with the existing access control system

30. Is a solution with digital mapping (geo) with control of all equipment with locations required? There are some of the in the court house.

This is not a requirement but would be a nice to have feature.

31. Do you have a budget number or a range for this project?

Yes

32. Under the training, what is the county asking for the vendors to provide in the proposal for the testing plan?

We would look for the vendor to propose their “best practice” approach

33. Are you asking for a three (3) year warranty with year four (4) and year five (5) as options?

Yes

34. Would the awarded vendor have to maintain all the old Meg locks?

Existing equipment, on the current access control system, would continue to be maintained by Collin County.

35. Do you expect the warranty to cover preventive, services, and services calls?

Yes

36. Hand punches hand readers are they in the same location?

In the court house 7 or 8

37. Is enrollment on a separate internet data base on the palm readers?

Same system just a separate access method.

38. Do the digital clocks sync over the network and synchronize back?

The time collection devices (TCD) synchronize to the access control server. At this time, we do not believe that the access control system is configured to use the county’s NTP server but we would like that feature to be in place with the new system.

39. Would the County be willing to keep the current time display units or do you need all new readers?

We are not as concerned about the aesthetics as the functionality. Also that all clock read the same time and when cards are swiped the time is accurate and match the recorded punches with the display.

40. Please explain why the County has married these two systems?

This was the result of an RFP, released in 2006, to capture employee time as a component of our initial PeopleSoft implementation. The current access control vendor submitted a proposal, based on the requirements at the time, and was awarded the bid.

41. In the Main courthouse the EOC does integrate via hardware with the main system, to what existent does the input output?

The county EOC is not located at the Courthouse. Unsure of question.

42. Is there going to be an extensions of the bid due date?

We will get the addendum out and if asked for by more than one vendor it will be considered based on the amount of time for responding.

43. When you are talking about going digital, do you mean the account residing on the network? **The reference to a digital system was made from the basis of the transmission method currently in use which transmits access requests from the reader to the control unit via a serial connection. The end goal of the statement is that we want to future proof the county and do not want to be looking at having to replace the system again in the short term. If the industry practice is to use serial communications please stipulate that in the proposal response and provide a rationale for the proposed system being deployed in that manner. If the proposed solution uses power over Ethernet (PoE) devices please provide a rationale for that implementation platform.**

44. Do you want every panel on the network? **We want every panel to be accessible to any authorized user for the purpose of security and access control and anticipate that would require every panel to be on the access control network.**

45. If we go that route are we going to be responsible for the pulling cabling or will the County do it to keep the standards up?

The vendor will be responsible for cable pulls, in keeping with the county standards, and will be responsible for damaged ceiling tiles.

46. If we need to do the cabling we need the County to provide the requirement and standards? **Yes. In a nutshell, any cabling which will connect to our data network will be required to meet Panduit certification requirements.**

47. Do subcontractors need to be certified?

Unclear which certification is being discussed. Assuming that this relates to sub-contractor brought in to perform horizontal cabling, yes the vendor must be capable of issuing a Panduit certification when pulling cable in buildings currently certified by Panduit.

48. What is the manufacture of the equipment?

Unclear which equipment set this refers to but assuming this is related to question 46 the network gear is Cisco and the cabling components are Panduit.



COLLIN COUNTY

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

ADDENDUM No. Four (4)

Access Control and Time Collection System RFP No. 2016-044

Effective: March 16, 2016

You are hereby directed to make changes to the Request for Proposal in accordance with the attached information:

Add Document:

Attachment C - Channels

Attachment D - Control points

Attachment E – Controllers

Attachment F – Doors

Attachment G - Monitor Points

Attachment H - Sub-controllers

Please note all other terms, conditions, specifications drawings, etc. remain unchanged.

Sincerely,
Michalyn Rains CPPO, CPPB
Purchasing Agent



COLLIN COUNTY

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

ADDENDUM No. Five (5)

Access Control and Time Collection System RFP No. 2016-044

Effective: March 17, 2016

You are hereby directed to make changes to the Request for Proposal in accordance with the attached information:

Delete:

Attachment B Questions and Answers (Revised)

Replace with:

Attachment B Questions and Answers (Revised 2)

Add Document:

Attachment I - Pre-conference Sign-in Sheet

Attachment J - IDF Walkthrough Sign-in sheet

Please note all other terms, conditions, specifications drawings, etc. remain unchanged.

Sincerely,
Michalyn Rains CPPO, CPPB
Purchasing Agent

**Access Control and Time Collection Systems
RFP No. 216-044
Questions & Answers**

1. There are no drawings included in the Access Control and Time Collection RFP. Will you be issuing these at a later date or at the pre proposal conference?

The county does not have schematics of the existing access control system as that was added to buildings throughout the county over time. Building floor plans will be available for review at the pre-proposal conference on March 9th.

2. What is the estimated value of this project?

This is a budgeted project approved by Commissioner Court and funds are available. The RFP process is soliciting bids to determine the best cost effective option for the county.

3. How will it be funded (budget, grant...etc)? If it is not funded, what funding options are being researched?

This is a budgeted project approved by Commissioner Court and funds are available.

4. Also are you able to disclose a list of the vendors that responded to the RFI#2015-143?

**Advanced Connections
Associated Time
DAC Innovations
Entech Sales and Service
Enterprise Security Solutions of TX
Green Solution
Johnson Controls**

**Kaba Work Force Solutions
Knight Security Systems
Open Options Access Technology
Schneider Electric
Securadyne Systems
TimeClock Plus**

5. The RFP states the replacement of the existing system. I understand the requirements and the intent of the spec but just trying to clarify the word replacement and the reasons. What/why is driving the need to replace to the existing system?

The county has an access control system which only supports 125 Khz access cards. These cards are more susceptible to a “bump and run” type of cloning attack which could allow an un-authorized person to clone an access badge and gain access to non-public areas within the county.

6. I understand the need for new reader and card technology but trying to understand the need to change the software and panels?

The county seeks to improve the physical security posture within our organization. We are seeking a solution to migrate our access cards, and hence the access control readers, to the 13.5 Mhz spectrum. If a proposal is available which does not require a new software system but would just need to update the badges, readers and other relevant components the county will review the project and give it equal consideration with all other proposals in accordance with our evaluation criteria and process.

7. The RFP Access Control and Time Collection Solution calls for the brand "Open Options" is Collin, County open to alternative brands or solutions?

Open Options is not specified in the RFP, Collin County will consider any solution proposed.

8. Can you provide the criteria which will be used regarding industry rankings for each system as referenced from section 4.1 Level 2?

The IT department uses industry rankings from organizations such as Gartner and other evaluation firms to identify where a certain vendor and/or product ranks within the industry. The Facility department leverages similar reference information within their field.

9. From section 5.12, is it the intent of the county to replace the Open Options DNA software and hardware, or just the 125KHz reader?

The county is seeking to solicit proposals from the vendor community and is open to considering any proposal from an upgrade to a full scale replacement of the existing system. The goal of this RFP is to address current security issues and position the county such that the building access controls will be sufficient to protect physical assets within the county for a number of years.

10. From section 5.12, is the file produced by DNA automatically copied to a share, and then automatically imported into PeopleSoft or is manual intervention needed?

It is automated using scheduled tasks on the access control server to copy the file to a network share available to PeopleSoft. The file is then retrieved from the network share location and processed into the PeopleSoft time file using a highly custom process written by Collin County. It is the intention of the county to replace these customizations and leverage published API's from PeopleSoft for the time processing. In the event that a file copy does not occur at the scheduled time then the process requires manual intervention and/or manual data entry to correct missing time data.

11. In section 5.13, does the "Consolidation" of the building access control system consist of migrating the Sheriff's office from its stand-alone system, into the server at the central plant?

The consolidation refers to the county seeking to consolidate the two distinct access control systems into one system with role based security access determining who is able to publish ID badges and assign building access throughout the county. The application will be deployed on high density servers in the main data center, not Central Plant, with database services provided from the county enterprise SQL Server.

12. Can the county please provide the Equipment Standards as referenced in Section 5.14.3?

This section relates to the county data network. The standards for network equipment are Cisco network equipment and Panduit horizontal cable components.

13. In section 5.14.4, how many workstations does the County currently have in place?

Three to Five units, assuming that this question intended to ask how many workstations will need to run the badge software.

14. In addition to the Browser based work stations, will any thick clients for badge printing be required from section 5.14.4?

I think that depends on the architecture used for the proposed solution.

15. What version of PeopleSoft is the county using from section 5.20.1?

The county is running PeopleSoft version 9.2

16. In section 5.22.2.4, will the existing badge station be used, if so please provide make and model?

The county is seeking a new solution to include new badge printing stations. Please document in the proposal the requirements for desktop systems (if it requires a client side install), badge printer, camera solution, and any other peripherals associated with creating the badges and assigning security access. The county intends to procure devices compliant with our current computer standards to satisfy the necessary hardware.

17. In section 5.22.2.4, will new credentials be required, if so how many?

Assuming that this question is asking how many ID badges would be required to support the higher frequency cards, the county will require approximately 2000 cards between employees, contractors and other related resources.

18. In section 5.24.7, will the proposed system need to include licenses, and programming into the Milestone system or just the capabilities?

At this point, the county is just looking to know if the proposed solution can provide integration to the Milestone video surveillance system. The integration to Milestone is not a go-live requirement.

19. In section 5.24.7, what is the current Milestone VMS system in place?

The current install is 2014 version 7b

20. In section 5.20, what are the current steps to import the Time Collection Functions into PeopleSoft (Please describe each step so that we may customize our solution.

PLEASE NOTE: COLLIN COUNTY DOES NOT WISH TO IMPLEMENT A NEW CUSTOM PROCESS OR RETAIN THE EXISTING CUSTOM PROCESS TO ACCOUNT FOR EMPLOYEE TIME WORKED. THE COUNTY SEEKS TO IMPLEMENT A TIME KEEPING SOLUTION WHICH WILL USE STANDARD INTERFACES/APIs TO REPORT TIME WORKED.

The following process describes the steps necessary to reproduce the time file generated through scheduled tasks running on the current access control system server and tasks to process time files on the PeopleSoft system. These manual steps to replicate the “automated” processes were accurate for the PeopleSoft 9.0 installation and will serve to provide an idea of the custom process used at Collin County. The county **does not** seek to implement another solution requiring customization within PeopleSoft.

Regenerating Time Collection File

The ACCESSCONTROLVENDOR time collection file is generated by a batch process executed from the ACCESSCONTROLVENDOR server. The TimeCollection.bat file, located on D:\TimeCollection of the ACCESSCONTROLVENDOR server, is used to execute a process that will produce a text file containing the time collection data from the previous day. For example, if the current day is the 12th of the month then the process will create a file containing data for the 11th of the month. The following procedures are used to recreate the time collection file.

1. Go to the ACCESSCONTROLVENDOR server.
2. Right mouse click on the Start button and select Explore to open a Windows explorer window.
3. Navigate to the D:\ drive.
4. Double click on the Time Collection folder.
5. Double click on the TimeCollection.bat file.
6. Verify that the new time collection file has been transferred to the production PeopleSoft application server by double clicking on the 'ACCESSCONTROLVENDOR on PEOPLESOFTSERVER icon on the

ACCESSCONTROLVENDOR server desktop. If the file has been successfully transferred then the current dated file will exist in the directory.

Reprocessing Time Files in PeopleSoft

If ACCESSCONTROLVENDOR time files must be re-processed be very careful to determine if ANY time has been processed in the PeopleSoft system at all. If any part of the time collection processes worked, or if time keepers have added data, then the default time processes will not deliver the desired results and instead will add any collected time to time already entered in the PeopleSoft application. If time data has already been captured through the time collection process then the Rapid Time process must be modified to process the new time file in REPLACE mode in order to avoid duplication of time entries. To process the time as a REPLACE first run through the process steps to process the time file in an add mode then find the batch session on the Report Rapid Time search page. Open the session and change the Add/Replace drop down box to REPLACE and click the Submit button at the bottom of the page.

If the ACCESSCONTROLVENDOR time files have to be reprocessed then it is highly likely the time admin processes will have to be re-executed as well. In order to re-run the PeopleSoft time admin processes the following steps must be followed under a *user ID with the appropriate level of authorization*.

If the decision is made to reprocess the time files and re-run time admin the users must be notified to exit the system via a broadcast email sent to the county to notify the users that the PeopleSoft system is being taken down. Users already on the system can only be locked out of the system if the PeopleSoft web server is stopped and re-started. Stopping the web server will force out all users in the PeopleSoft system.

1. Login to the PeopleSoft system and navigate to PeopleTools → Process Scheduler → System Process Requests.
2. Enter, or create, a run control.
3. Click the checkbox next to Rapid Time Load, the process name is CCG_TCD, and click the OK button.
4. Run the process and monitor that it completes successfully through the process monitor.
5. Once the CCG_TCD process is completed then the time admin processes must be re-run. The navigation to the screen is Time and Labor → Process Time → Request Time Administration. Select the appropriate run controls to process the time files. NOTE: In order to access the time admin run controls the correct user ID and password must be used.
6. Monitor the time admin processes through process monitor to ensure they complete successfully.

21. In section 5.20, what improvement would you like to see in that process?
Use published application program interfaces within PeopleSoft so the county may eliminate the use of customizations inside of PeopleSoft.
22. In section 5.18, how many access cards are initially to be included in our response?
At least 2000 cards
23. In section 5.18, clarify whether this is referring to the credentials to be utilized or whether it is referring to data communications between the system components. It is unclear whether the intention is to utilize a credential that meets TWIC, PIV, etc. or whether it is calling for the use of NIST Advanced Encryption Standard for communication.
This RFP is intended to replace our existing access control process with one which offers a greater degree of security. The preference listed in section 5.18 is there more to reinforce the idea that the county seeks proposals from vendors which are conscious of the security needs of their clients and have taken steps to provide assurance to customers that they are focused on security as well.
24. Will Collin County consider a separate vendor just for Time and Attendance if the time clocks can utilize the same badges provided by the Access Control vendor?
Yes
25. I need to get an understanding of current number of readers, according to your list there are 634 locking devices with readers, correct?
Equipment counts in the RFP stipulate: Approximately 1700 door locks, 85 time collection devices and, 750 badge readers.
26. 85 plus another 750 county wide access readers, fitted with an LCD clock, are designated as time collection devices (TCDs) within the Count, correct? Quote: In addition to the device types listed above there are approximately 750 badge access readers, in addition to the 85 TCD units, deployed across the county. Does this mean there is 835 TCD's county wide?
Yes, that is the approximate reader count
27. How are the remote county readers and TDC communicating with the Main Controller?
The readers, and by extension the TDC units, communicate to controllers within the building/floor and then the controller is connected to a county switch which is configured to route the access control data across the private access control network to the server.

28. You have indicated the counties requirement 5.14.2. DATABASE COMPONENTS, will embedded PostgreSQL database in Enterprise Class Access Control Database hardware chassis be acceptable for use in your system?

No, the county standard is Microsoft SQL Server. Specifically, MS SQL Server 2014 SP1.

29. Can you provide as builds for all location with card readers and or TCD's?

This information can be made available for review but cannot be distributed outside the county due to security concerns. These documents will be shared with the winning bidder.

30. Can you provide a system wide access control as-build showing logistical and logical location of door controllers, card readers and or TCD's?

This information can be made available for review but cannot be distributed outside the county due to security concerns. These documents will be shared with the winning bidder.

31. Does the county have stock on door controllers required for replacement bad, damaged and or warranty replacement?

Bench stock is available for some components of the system but not all.

32. Open Option used SSP (Central Plan description page 5) which are Mercury door controllers, correct? How many, what type and location of SSP in the counties system?

This information is available in the access control system report provided as part of this request. There are 26 SSPs located throughout the county.

33. Will the county accept the takeover of current SSP-Mercury board technology into a new Access system?

Yes

34. The following question are related to Integration of access control to PeopleSoft-PS:

- a. What time frequency would be required to synchronize the operation to view the Table between access control and PS, how many minutes or hours will be required?

Please clarify if this question is positioning for a customization which will require a modification with PeopleSoft to support importing the time file. What Table is being referenced in this question?

The county is seeking a solution which will provide a real-time or near real-time interface using published APIs supported by Oracle PeopleSoft for the processing of reported time.

- b. If we synchronize a provisioning schedule between PeopleSoft and Active Directory; will Collin County create a database View over the PeopleSoft data? Which includes a LastDateTime Modified Stamp?

No, the county is seeking a solution which will provide a real-time or near real-time interface using published APIs supported by Oracle PeopleSoft for the processing of reported time. We currently have a custom process which requires heavy customizations within PeopleSoft to support the time file import. The county DOES NOT wish to continue with this custom process requiring ongoing maintenance of PeopleSoft customizations.

- c. Will Collin County provide an AD domain account for Security Contractor that has sufficient authority to update Active Directory?

Yes, if this is referring to a request for a service account with specific rights and roles to support integration processes the answer. If the request is actually requesting an AD account for the vendor to use to make edits in Active Directory the initial answer is No and we would like to understand more about why this access is requested.

35. Section 5.14.4 Workstation Components, Re: Web Access section: clarify that the Web access requirement. Do you require that no software be installed on the client workstations; i.e. webclient only accessing the system software/server via common web browser. Or is this a requirement that the client workstations can communicate over the owner's LAN, WAN, and or internet as required?

A web client only with no client side software install is the requirement. That is a standard for any software acquisition we make within the county. The county understands that some applications still use a thick client install. If a thick client is proposed, please identify plans and a product roadmap to move to a browser based solution.

36. Provide further detail on the three (3) year maintenance requirement. Is this to be break/fix, no billing? Time and Materials? An annual Preventative Maintenance piece? Is it to be 24 hours or just 8 to 5, will overtime billable?

The county is asking for a three year warranty/maintenance period with two one year (year 4 and 5) options. The county expects the

warranty/maintenance agreement to cover preventive, services, and services calls. An 8 to 5 NBD term should be used for the quote. No billable overtime.

37. On the maintenance, only new items are to be picked up for maintenance correct? In other words, we would not pick up the field door hardware.

Existing equipment, on the current access control system, would continue to be maintained by Collin County.

38. One of the manufacturer's proposed solutions would be to create an import file from which PeopleSoft can feed. This would be configured to update on a "near real time" basis. Can the County please provide details as to the information this import file would need to include? Or, what information would be required to be fed to PeopleSoft via the import file? Cardholder name, Unique ID, Date/Time of transactions, Badge in/Badge out, etc?

The county is seeking a solution which will provide a real-time or near real-time interface using published APIs supported by Oracle PeopleSoft for the processing of reported time. We currently have a custom process which requires heavy customizations within PeopleSoft to support the time file import. The county DOES NOT wish to continue with this custom process requiring ongoing maintenance of PeopleSoft customizations.

39. The specification calls for a "bi directional" integration between the proposed ACS solution and PeopleSoft. What, if any, data is to be imported from PeopleSoft into the proposed ACS Solution? And, would this be a continuous synchronization process or would it be configured to synchronize on a specified periodic basis?

The county is seeking a solution which will provide a real-time or near real-time interface using published APIs supported by Oracle PeopleSoft for the processing of reported time. We currently have a custom process which requires heavy customizations within PeopleSoft to support the time file import which can only be run on daily batch schedule. The county DOES NOT wish to continue with this custom process requiring ongoing maintenance of PeopleSoft customizations. The bi-directional provision is included because the county will not create or continue to support modifications within PeopleSoft to track the time reporting and verification that the time punches were recorded.

40. Is it the county expectation that the active directory be included in the pricing for this RFP, or just state that the proposed solution can do Active Directory for future implementation?

A statement that the solution could integrate to Active Directory would meet the objective for that requirement. The county would like to see in the proposal how Active Directory accounts could be leveraged within the new access control system.

41. In Sections 5.1 through 5.22, the RFP states that the “vendor” vs the “proposer” is to create these documents. Can we assume that they these deliverables are required after the project is let to the successful bidder and not part of the proposal?

For purposes of the proposal response the terms should be considered interchangeable.

Can you please provide the response required documents in an Excel spreadsheet and a Word document so we may respond in the format that you have created, rather than create the documents from scratch?

Yes

42. Can we get a print out of the existing system?

Report output will be provided.

43. If a new system is being installed, will the county provide security for doors that will be down during conversion?

This will have to be coordinated as part of the implementation. Proposals should identify how long doors would be done and provide plans to limit the amount of down time where doors, offices or buildings are not secured. Proposals should identify methods to keep both systems in place and do a rolling implementation of the new system.

44. Is there any work that will need to be done after hours?

It is possible but the county typically operates on an 8 to 5 schedule. This would be coordinated with the winning bidder.

45. Can you please provide the version/revision of DNA Fusion that you are currently running?

This will be provided in the report output.

Pre-conference questions:

1. At the jail do you have access control at the cell doors, what other doors does the SO have control of?

No, it is through a different touch screen system. The employee access doors are controlled by the system as well as the pharmacy, commissary.

2. Are they standard strike?

Yes

3. Will there be an addendum with all the individual departments' requirements be summarized? **Yes we will give a summary.**

IT Response:

The IT department seeks to implement an access control system which will take advantage of stronger encryption technology available with 13.5Mhz identity cards operating on a software platform deployed on highly dense servers running Windows Server Data Center 2012 R2 under a VMware ESX 5.5 implementation with database services provided on an application specific tablespace residing within a shared instance on the county's enterprise MS SQL Server stack. The solution should provide role based security to allow specific department users, with appropriate security rights, to create, issue and assign access to identity badges.

Sheriff Office Response:

The Collin County Sheriff's Office shares the goals and objectives of IT, however, wishes to maintain security rights to create, issue and assign access to identity badges for all areas under the control of the Sheriff's Office.

4. Do you provide the quantities of badging stations, work stations, cameras etc. for each area? **The county will provide the computer system(s), badge printer(s), camera(s) for each location based on the current standards of the county as they apply to the recommended equipment list provided in the winning proposal.**
5. Can you give the number of badging stations and printer used and where they are located? **There are currently three badging stations in the county. The primary station is located in the HR department. The SO houses a badge station used to create ID badges used within their area. The Facilities department has a third unit used primarily to assign access permissions to doors. A fourth system is used in the Facilities Control Room for monitoring.**

6. Do you want additional printers or stations or readers?
We would look to the vendor to propose the number of printers, stations or readers as part of the proposal using their best practice deployment method and recommendation.
7. There is a list of equipment in the RFP, but the number of doors vs. locks does not match, we also need a count of card readers for each location can this be provided?
Reports from the access control system, with privileged information redacted, will be provided. Equipment counts in the RFP stipulate: Approximately 1700 door locks, 85 time collection devices and, 750 badge readers.
8. Can we get drawings of the buildings so we know what type of equipment is where? **The as built drawings are not up to date, some of the buildings were purchased and others have had updates.**
9. Even if the current cabling is used, the current locations for the FCS's are needed?
Please define what a FCS is.
10. Can the County provide a printout from the system that shows the panel and count coming from each?
Yes
11. The card readers are they one for one for lock or do you have read-in read-out?
One for one. In locations where a door is controlled by two readers to control ingress and egress from a conference room, each reader is a separate unit.
12. Moving to the 13.5 MHz cards, do all the card reader only ready the 125 KHz cards?
All readers only read the 125 KHz cards. During the implementation, we will be open to employees having 2 cards when a zone is being changed.
13. Going back to the drawings, will the County require us to get permits for the different locations in City of McKinney?
The County has provided plans in the past and the vendor would update them to get the permits.
14. What product set is approved for this project, does the County care what product is proposed? **No, as long as very departments requirements are met and if it meets the business need of the County and requirements of the RFP.**

15. The current system is an open system, but we need the standards used by the County, like white covers and other standards to propose the upgrade can those be provided?
The county is open to the vendor to propose these as part of their solution.
16. Why would you consider another system when the open option system you have can work for you with an upgrade?
The county is open to any proposal.
17. Will the County consider solutions with the open options system if it is shown to meet the requirements in the RFP?
Yes, the RFP criteria will be used to evaluate the proposed solutions.
18. What type of printer do you use?
Fargo
19. Has the County acquired badge printers separate from the current provider?
Yes
20. How many badge printers and software are needed and at which locations?
There are currently three badging stations in the county. The primary station is located in the HR department. The SO houses a badge station used to create ID badges used within their area. The Facilities department has a third unit used primarily to assign access permissions to doors. A fourth system is used in the Facilities Control Room for monitoring.
21. The system uses Cisco; will the County provide the switches and connections?
You will give us the number you need and we will see what can be provided per our capacity.
22. If the Open Options system is switched out will the County be responsible after the vendor brings in the panels for the access levels, card holder and that kind of things or is it a turnkey? **The county is seeking a turn-key proposal for the implementation but intends that our personnel will receive appropriate training so that we may be self-sufficient with all aspects of the solution.**
23. Currently does the County have to physically enter data into PeopleSoft or does it populate? **Currently, data is manually entered into PeopleSoft and into the access control system.**
24. When someone is added to PeopleSoft does it automatically populates the security system?
No

25. Is it one directional?

(Assumption: It is assumed that this question relates to the time reporting interface) It is a one directional feed driven by a batch file from the access control system that is copied to a network share once per 24 hour period.

26. The RFP requires an active directory access, how do you see that working?

We would like the kind of driver and an integrated busing system so we can eliminate the custom.

27. Do you want a video management system included in the solution or is that an option?

Not at this time but would be good to have.

28. What video management system does the County use and where?

Milestone

29. Can the County provide how many cameras, software on the Milestone to interact with the Open Options system?

None of the cameras currently interact with the existing access control system

30. Is a solution with digital mapping (geo) with control of all equipment with locations required? There are some of the in the court house.

This is not a requirement but would be a nice to have feature.

31. Do you have a budget number or a range for this project?

Yes

32. Under the training, what is the county asking for the vendors to provide in the proposal for the testing plan?

We would look for the vendor to propose their "best practice" approach

33. Are you asking for a three (3) year warranty with year four (4) and year five (5) as options?

Yes

34. Would the awarded vendor have to maintain all the old Meg locks?

Existing equipment, on the current access control system, would continue to be maintained by Collin County.

35. Do you expect the warranty to cover preventive, services, and services calls?

Yes

36. Hand punches hand readers are they in the same location?

In the court house 7 or 8

37. Is enrollment on a separate internet data base on the palm readers?
Same system just a separate access method.
38. Do the digital clocks sync over the network and synchronize back?
The time collection devices (TCD) synchronize to the access control server. At this time, we do not believe that the access control system is configured to use the county's NTP server but we would like that feature to be in place with the new system.
39. Would the County be willing to keep the current time display units or do you need all new readers?
We are not as concerned about the aesthetics as the functionality. Also that all clock read the same time and when cards are swiped the time is accurate and match the recorded punches with the display.
40. Please explain why the County has married these two systems?
This was the result of an RFP, released in 2006, to capture employee time as a component of our initial PeopleSoft implementation. The current access control vendor submitted a proposal, based on the requirements at the time, and was awarded the bid.
41. In the Main courthouse the EOC does integrate via hardware with the main system, to what existent does the input output?
The county EOC is not located at the Courthouse. Unsure of question.
42. Is there going to be an extensions of the bid due date?
We will get the addendum out and if asked for by more than one vendor it will be considered based on the amount of time for responding.
43. When you are talking about going digital, do you mean the account residing on the network? **The reference to a digital system was made from the basis of the transmission method currently in use which transmits access requests from the reader to the control unit via a serial connection. The end goal of the statement is that we want to future proof the county and do not want to be looking at having to replace the system again in the short term. If the industry practice is to use serial communications please stipulate that in the proposal response and provide a rationale for the proposed system being deployed in that manner. If the proposed solution uses power over Ethernet (PoE) devices please provide a rationale for that implementation platform.**
44. Do you want every panel on the network? **We want every panel to be accessible to any authorized user for the purpose of security and access control and anticipate that would require every panel to be on the access control network.**

45. If we go that route are we going to be responsible for the pulling cabling or will the County do it to keep the standards up?

The vendor will be responsible for cable pulls, in keeping with the county standards, and will be responsible for damaged ceiling tiles.

46. If we need to do the cabling we need the County to provide the requirement and standards? **Yes. In a nutshell, any cabling which will connect to our data network will be required to meet Panduit certification requirements.**

47. Do subcontractors need to be certified?

Unclear which certification is being discussed. Assuming that this relates to sub-contractor brought in to perform horizontal cabling, yes the vendor must be capable of issuing a Panduit certification when pulling cable in buildings currently certified by Panduit.

48. What is the manufacture of the equipment?

Unclear which equipment set this refers to but assuming this is related to question 46 the network gear is Cisco and the cabling components are Panduit.



Pre-Proposal Conference Sign-In Sheet

Collin County Administration Building
2300 Bloomdale, 4th Floor,
McKinney, TX 75071

| | | | |
|---------------------|--|----------------------|--------------------------------------|
| Project: | RFP 2016-044, Access Control & Time Collection | Meeting Date: | Wednesday, March 9, 2016 at 10:00 am |
| Facilitator: | Gerri Osinaike - Collin County Purchasing | Place/Room: | Commissioners Court Room |

| Name | Company | Phone | E-Mail |
|-----------------|-----------------|--------------|------------------------------|
| PAH GLEASON | ASSOCIATED TIME | 214-637-2763 | PGLEASON@ASSOCIATEDTIME.COM |
| Curt Pool | ACI | 972-800-1400 | curt.pool@acicabling.com |
| STEVE PAYNE | CONVERGINT | 469-568-7900 | STEVE.PAYNE@CONVERGINT.COM |
| JEFF GRAYLSON | SECURADYNE | 972-342-1805 | JEFF.GRAYLSON@SECURADYNE.COM |
| Keith Russell | Knight Security | 214-809-9892 | KRussell@KnightSecurity.com |
| Johnny Johnson | DAC | 713-244-4470 | jjohnson@dac-inc.com |
| Michalyn Rains | Collin County | | |
| Mitchell Factor | ENTECH | 469-522-6889 | Mitch.Factor@EntechSales.com |
| Jonathan Berman | Open Options | 214-803-1642 | jberman@ooaccess.com |
| Frank McCann | Entech | 469-522-6000 | FRANK.MCCANN@ENTECHSALES.COM |
| Gerri Osinaike | Collin County | — | GOSINAIKE@CO.COLLIN.TX.US |



Pre-Proposal Conference Sign-In Sheet

Collin County Administration Building
2300 Bloomdale, 4th Floor,
McKinney, TX 75071

| | | | |
|---------------------|--|----------------------|--------------------------------------|
| Project: | RFP 2016-044, Access Control & Time Collection | Meeting Date: | Wednesday, March 9, 2016 at 10:00 am |
| Facilitator: | Gerri Osinaike - Collin County Purchasing | Place/Room: | Commissioners Court Room |

| Name | Company | Phone | E-Mail |
|------------------|------------|--------------|----------------------------|
| Marc Goebel | Kratos | 214-727-5719 | marc.goebel@kratosps.com |
| Gasg Ewors | CC IT | 4501 | gellott@collincountypx.gov |
| Charles Adams | SO | 35208 | cAdams@collincountypx.gov |
| Chris Gann | SO | 5256 | CGann@CollinCountyTX.gov |
| David Rogers | Facilities | 5369 | drogers@co.collin.tx.us |
| Dan James | Facilities | 5330 | djames@co.collin.tx.us |
| Julie Whitall | Facilities | 5331 | jwhitall@co.collin.tx.us |
| Sen Trower | Comm Court | 4556 | strower@co.collin.tx.us |
| Michael Gonzalez | DAC Inc | 214 843 5127 | mgonzales@dac-inc.com |
| Cris Dobbis | LENSEC | 214 505 5101 | CDobbis@LENSEC.com |
| | | | |



Pre-Proposal Conference Sign-In Sheet

Collin County Administration Building
2300 Bloomdale, 4th Floor,
McKinney, TX 75071

| | | | |
|---------------------|--|----------------------|--------------------------------------|
| Project: | RFP 2016-044, Access Control & Time Collection | Meeting Date: | Wednesday, March 9, 2016 at 10:00 am |
| Facilitator: | Geri Osinaike - Collin County Purchasing | Place/Room: | Commissioners Court Room |

| Name | Company | Phone | E-Mail |
|------------------------|-----------|-------|--------|
| <i>Caren Supworth</i> | <i>CC</i> | | |
| <i>Stacy Gony</i> | <i>CC</i> | | |
| <i>Jennifer Baxter</i> | <i>CC</i> | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |



IDF Walkthrough Sign-In Sheet

Collin County Administration Building
2300 Bloomdale, 4th Floor,
McKinney, TX 75071

Project: RFP 2016-044, Access Control & Time Collection

Meeting Date: Wednesday, March 17, 2016 at 9:00 am

Facilitator: Geri Osinaike - Collin County Purchasing

Place/Room: Admin 3rd Floor Conf. Rm. 3207

| Name | Company | Phone | E-Mail |
|-----------------|-----------------|--------------|------------------------------|
| Scott Eldridge | ENTECH | 817-247-8615 | Scotty@SMP-TX.com |
| Joking Johnson | DAC | 713-214-4170 | jjohnson@dac-inc.com |
| Cris Debbbs | LENSEC | 214-505-5101 | CDebbbs@LENSEC.COM |
| Curt Pool | ACT | 972-300-1400 | curt.pool@acicabling.com |
| MARK CRULL | Collin County | | mcrull@co.collin.tx.us |
| PAT GLEASON. | ASSOCIATED TIME | 214-637-2763 | PGLEASON@ASSOCIATEDTIME.COM |
| Charles Adams | CCSO | 214-686-7122 | CAdams@collincountytx.gov |
| Marc Goebel | Kratos | 214-727-5719 | marc.goebel@kratosps.com |
| Mitchell Frazer | ENTECH | 469-522-6089 | Mitch.Frazer@ENTechSales.com |
| Lance Rankin | Virtual Police | 214 202 1855 | Lance@VirtualPolice.com |
| Nibbie Esposito | Virtual Police | 817-231-1165 | |



COLLIN COUNTY

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

ADDENDUM No. Six (6)

Access Control and Time Collection System RFP No. 2016-044

Effective: March 21, 2016

You are hereby directed to make changes to the Request for Proposal in accordance with the attached information:

Extend Bid End Date to: Thursday, April 14, 2016 at 2:00 p.m.

Extend due date to submit questions: Thursday, April 1, 2016 at 2:00 p.m.

Delete: Specifications

Replace with: Specifications (Revised) (Changes made in red)

Delete: Attachment B Questions and Answers (Revised 2)

Replace with: Attachment B Questions and Answers (Revised 3)

Please note all other terms, conditions, specifications drawings, etc. remain unchanged.

Sincerely,
Michalyn Rains CPPO, CPPB
Purchasing Agent

| |
|--|
| 4.0 EVALUATION CRITERIA AND FACTORS |
|--|

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

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

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

Level 1 - Conformance with Mandatory Technical Requirements

Criteria assessed during Level 1:

The first part of the elevation process is to validate the completeness of the proposal and ensure that all the RFP guidelines and submittal requirements are met. Those offerors who do not meet all the requirements for the RFP may, at the discretion of the County, be contacted to submit the missing information within two business days. Incomplete or noncompliant RFPs may be disqualified.

Level 2 – Detailed Proposal Assessment (Maximum 100 Points)

The Evaluation Committee will conduct a detailed assessment of all proposals elevated to this Level. Criteria evaluated in Level 2:

| Points | Evaluation Criteria |
|--------|--|
| 10 | Overall proposal with respect to stated needs and objectives (Proposal Format Item 6.2; 6.3; 6.6; 6.7) |
| 25 | Technical fit to the county needs and technical direction (Proposal Format Item 6.7) |
| 25 | Fit to the county business needs and processes (Proposal Format Item 6.3; 6.6; 6.7) |

| | |
|----|---|
| 10 | Reputation of equipment manufacturers as determined by independent industry rankings and reviews (Proposal Format Item 6.7) |
| 20 | References (Proposal Format Item 6.4) |
| 10 | Experience with local government implementation needs (Proposal Format Item 6.2) |

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

Level 3 – Cost (Maximum 25 Points)

Offerors who are elevated to level 3 will have their points combined from level 2 for a maximum 125 points total.

| Points | Evaluation Criteria |
|--------|--------------------------------------|
| 25 | Cost (Proposal Format Item 6.5; 6.6) |

Level 4 – Demonstration and Interviews (*optional*) (Maximum 100 Points)

The Evaluation Committee may request to hear oral presentations and/or site visits from selected offerors that have been elevated to Level 3. Should site visits be requested, the committee will select sites to visit where the proposed solution is fully functional. Offerors are cautioned, however, that oral presentations are at the sole discretion of the Committee and the Committee is not obligated to request them. The oral presentation is an opportunity for the County Evaluation Committee to ask questions and seek clarification of the proposal submitted. Time scheduled for any presentation will be structured with a minimum time for the contractor to make an initial presentation with the majority of time dedicated to addressing questions from the Evaluation Committee. The oral presentations, if held, will be scheduled accordingly and all presenting contractors will be notified of time and date.

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

| Points | Evaluation Criteria |
|--------|--|
| 50 | Demonstration/Interview |
| 50 | Response to clarification questions and possible site visits |

Level 5 - Best and Final Offer

Offerors who are susceptible of receiving award will be elevated to Level 5 for Best and Final Offer. 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 will be re-evaluated based upon Criteria in level 2, 3 and level 4 if requested.

Based on the result of the Best and Final Offer evaluation, a single offeror 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 bids and enter into negotiations with them.

5.0 SPECIAL CONDITIONS AND SCOPE OF SERVICES

- 5.1 Authorization: By order of the Commissioners' Court of Collin County, Texas sealed proposals will be received for **Access Control and Time Collection System**.
- 5.2 Intent of Request for Proposal: Collin County's intent of this Request For Proposal (RFP) and resulting contract is to provide offerors with sufficient information to prepare a proposal for equipment, installation, training, and optional system data migration services for an **Access Control and Time Collection System**.
- 5.3 Term: Provide for a contract commencing on the date of the award and continuing until project is complete with a three year maintenance agreement with options for years four and five
- 5.4 Pre-Proposal Conference: An optional pre-proposal conference will be conducted by Collin County on March 9, 2016 at 10:00 a.m. at the Jack Hatchell Administration Building, 4th Floor, 2300 Bloomdale Road, McKinney TX. 75071. It is the offeror'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 Purchasing Department or email gosinaike@co.collin.tx.us, Geri Osinaike, Senior Buyer.
- 5.6 Funding: Funds for payment have been provided through the County budgetary process. 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 Payment and Performance Bonds: In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a

Payment Bond if the contract is in excess of \$25,000.00 and a Performance Bond if the contract is in excess of \$100,000. 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). The bond shall remain in effect for the term of the contract. The bond shall remain in effect for the term of the contract.

- 5.8. Completion/Response Time: Contractor shall place product(s) and/or complete services at the County's designated location within the number of calendar days according to the schedule proposed by offeror in section 6.5.
- 5.9. 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.
- 5.10. Background Check: All Contractor employees that will be working on site or by VPN shall pass a criminal background check performed by Collin County before any work may be performed. The selected offeror shall be provided the required documents to submit required information for background checks.

5.11. **PROPOSAL SCHEDULE**

| | |
|--|---|
| RFP released: | February 23, 2016 |
| Pre-Proposal Conference: | March 9, 2016 at 10:00 a.m. |
| Deadline for submission of contractor questions: | March 14, 2016 at 5:00 p.m. April 1, 2016 at 2:00 p.m. |
| Proposals due: | March 24, 2016 at 2:00 p.m. April 14, 2016 at 2:00 p.m. |
| Award of Contract: | June 2016 |
| Effective date of contract: | Upon award |

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

5.12. **PURPOSE/SCOPE OF WORK**

The County intends to replace the existing Access Control and Time Collection system used for building security and employee time collection and reporting. The selected solution shall deliver a physical access control system, based on 13.5Mhz access/ID cards, which reduces the risk of ID cloning and unauthorized building access. The consolidated solution shall use standard published interfaces to transfer collected employee time "punches" to the PeopleSoft Time and Labor system for processing.

The County currently utilizes an Access Control System originally installed in the mid-1990's. The solution consists of two physically separate systems, one at the Sheriff's Office and one at Central Plant, to provide distinct building access control zones at the justice center and within all other county buildings. In 2007, the system was customized to provide time collection functions via a proprietary process to upload a daily time file to a network share. All time collection functions are provided by the system installed at the Central Plant. Building control and time collection are provided in the following county locations:

- Animal Control Facility
- Central Plant
- Collin County Courthouse
- Jack Hatchell Administration Building
- Collin County Elections Office
- Justice Center
 - Sheriff's Office Administration Building
 - Sheriff's Office Detention Facility
 - Sheriff's Office Minimum Security Facility
- Frisco Tax Office
- Frisco John Wesley Building (JP4 and Constable)
- Farmersville Stock Yard
- Healthcare
- JJAEP Facility
- Juvenile Detention Facility
- Public Works Service Center
- Medical Examiner
- Plano 900 Building
- Plano 920 Building
- WIC Frisco

The access control system consists of two distinct DNA Fusion systems:

- Central Plant:
 - DNA Fusion system deployed at Central Plant to manage non-justice center building access and all time collection functions
 - Installed on a stand-alone tower format Dell server installed in the facilities department central control room
 - The server runs Windows 2008 Server with Microsoft SQL Server 2008
 - DNA Fusion system uses Cat5 and small gauge wire providing serial data connection and power
 - The access control private network is routed over county owned switches for communication between controller units and server
 - Access control communication flows from the server to SSP controller units to the door access reader (or time collection device) and then to the door lock, if applicable, and back the pathway to the server

| | | | | | | | | |
|---|---------------------|---------------------|-----|-----|-----|----|-----|-----|
| Frisco John Wesley Build (JP-4 and Constable) | 0 | 3 | 0 | 3 | 0 | 0 | 3 | 0 |
| Farmersville Stock Yard | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Healthcare | 25 | 16 | 0 | 14 | 15 | 5 | 34 | 9 |
| JJAEP Facility | 0 | 7 | 14 | 26 | 1 | 6 | 33 | 8 |
| Juvenile Detention Facility | 0 | 1 | 0 | 0 | 1 | 0 | 1 | 0 |
| Public Works Service Center | 7 | 2 | 5 | 5 | 8 | 1 | 9 | 1 |
| Medical Examiner | 0 | 1 | 0 | 0 | 1 | 0 | 1 | 0 |
| Plano 900 Bldg | 16 | 15 | 0 | 12 | 16 | 2 | 28 | 0 |
| Plano 920 Bldg | 22 25 | 19 22 | 0 | 6 | 23 | 8 | 34 | 5 |
| WIC Frisco | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 0 |
| Total | 168 | 173 | 293 | 186 | 146 | 56 | 536 | 121 |

In addition to the device types listed above there are approximately 750 badge access readers, in addition to the 85 TCD units, deployed across the county.

5.13. GENERAL REQUIREMENTS FOR PROPOSED SOLUTION

The County seeks proposals which will provide the following scope of work: Procurement, delivery, installation, configuration, training and optional data migration services for a consolidated building access control and time collection system

5.13.1. Building control and time collection will be provided in the following county locations:

Animal Control Facility, 4750 Community Ave., McKinney, TX 75071

Central Plant, 4600 Community Ave., McKinney, TX 75071

Collin County Courthouse, 2100 Bloomdale Rd., McKinney, TX 75071

Jack Hatchell Administration Building, 2300 Bloomdale Rd., McKinney, TX 75071

Collin County Elections Office, 2010 Redbud Blvd., Suite 102, McKinney, TX 75069

Justice Center, 4300 Community Ave., McKinney, TX 75071

Sheriff's Office Administration Building

Sheriff's Office Detention Facility

Sheriff's Office Minimum Security Facility

Frisco Tax Office, 6101 Frisco Square Blvd., Suite 2000, Frisco, TX 75034

Frisco John Wesley Building, 8585 John Wesley Drive, Frisco, TX 75034

Farmersville Stock Yard, 1269 Texas State Hwy 78, Farmersville, TX 75442

Healthcare, 825 N. McDonald Ave., McKinney, TX 75069

JJAEP Facility, 4690 Community Ave., McKinney, TX 75071

Juvenile Detention Facility, 4690 Community Ave., McKinney, TX 75071

Public Works Service Center, 700 Wilmeth Rd, McKinney, TX 75069

Medical Examiner, 700 Wilmeth Rd, McKinney, TX 75069

Plano 900 Building, 900 E. Park, Plano, TX 75074

Plano 920 Building, 920 E. Park, Plano, TX 75074

WIC Frisco, 8785 McKinney Road, Frisco, TX 75033

- 5.14. TECHNICAL REQUIREMENTS The solution shall consist of server, database and workstation components which shall be:

5.14.1. SERVER COMPONENTS: Server side components shall be supported in a virtualized environment running under VMware

5.14.1.1. Server components shall operate on the VMware ESXi 5.5 platform

5.14.1.2. Server components shall utilize the Windows Server 2012 operating system

5.14.1.3. Server components shall be installed on existing County owned IBM Blade Servers deployed in the courthouse datacenter

5.14.2. DATABASE COMPONENTS: Database components shall be supported on Microsoft SQL Server 2014 Service Pack 1

5.14.2.1. The solution shall not require a dedicated SQL Server installation

5.14.2.2. The solution shall operate within a common database instance on the County's enterprise SQL Server system

5.14.2.3. Database components will use existing County owned equipment in the courthouse datacenter consisting of a Cisco UCS Rack Mount server cluster connected to EMC Extreme IO storage

5.14.3. NETWORK COMPONENTS: Network equipment required for this solution shall comply with the County equipment standards and utilize Cisco network equipment and Panduit horizontal cable components

5.14.4. WORKSTATION COMPONENTS: Any end user access to the solution shall be browser based with no dedicated agent computer installation required

5.14.4.1. Solution shall include an embedded access control application for system administration, user setup and event viewing which is accessed via any standard Web browser

- 5.15. The proposed solution shall support integration to the County Microsoft Active Directory system

- 5.16. The selected vendor will be required to provide an electronic copy of an MS Visio file showing how the architected solution will be installed at the County

- 5.16.1. The diagram(s) will show the network connections and communication path(s) within the County and how the data is transferred between the County locations and integrated systems
- 5.17. The proposed solution shall support role and group based security assignments
 - 5.17.1. For example, the County IT department shall be able to create security groups and assign those groups to the Facilities or Sheriff's Office and Human Resource departments while the Facilities or Sheriff's Office and Human Resource department will assign users door access and time reporting access, respectively
 - 5.17.2. The proposed solution shall deliver an audit report which may be used to verify assignment of the security roles with permission to issue access to secure areas
 - 5.17.3. The proposed solution shall support a "disable badge access" security role which may be assigned to multiple personnel within the Sheriff's Office
 - 5.17.4. The County prefers the proposed solution provide a "suspend access" function which may be used by select personnel with the appropriate security role to disable all door access within the Sheriff's Office in an emergency situation
- 5.18. The County prefers that solutions provide secure encryption which meets or exceeds any, or all, of the following security methods, as applicable:
 - 5.18.1. FICAM 128bit credential requirements
 - 5.18.2. Transportation Worker Identification Credential (TWIC)
 - 5.18.3. Homeland Security Presidential Directive 12 (HSPD-12)
 - 5.18.4. Federal Information Processing Standard (FIPS 201-PIV)
- 5.19. The proposed solution shall include a robust reporting component which includes the following types of reporting functions:
 - 5.19.1. Ability for county staff, with appropriate security, to write custom reports to expand any standard delivered reporting including, but not limited to, the following types of reports:
 - 5.19.1.1. Report showing new access privileges granted over the selected reporting period by:
 - Door group
 - Badge number
 - Name
 - Employee number

- 5.19.1.2. Comparison report showing list of badges without access to county doors but allowed to access Sheriff's Office areas
- 5.19.1.3. Report showing a history of use on a specific badge to include date and time of door access, which hardware device recorded the badge (whether a TCD, lock, or other device), etc.
- 5.19.1.4. Comprehensive list of all personnel profiles in the system which includes, at a minimum, the following fields:
 - Profile ID
 - All Badge numbers associated with the profile
 - Badge Type
 - First Name
 - Last Name
 - Department
 - Employee ID
 - Title
 - Status (active/inactive)
 - Activation/deactivation dates for each badge

5.20. TIME COLLECTION FUNCTIONS:

- 5.20.1. The County prefers that proposed time collection solutions integrate with PeopleSoft version 9.2 using published APIs provided, and supported, by PeopleSoft (i.e. Oracle)
 - 5.20.1.1. At a minimum, the proposed solution shall provide a bi-directional communication path for near real-time transfer, five minutes or less is preferred, of employee time punches as they are collected
- 5.20.2. Proposals shall document how employee time punches are delivered from the proposed solution to PeopleSoft and show how that data flows from the proposed solution through the county network to the PeopleSoft Time and Labor system
- 5.20.3. The proposal response shall document the recommended frequency with which time punches may be transferred to PeopleSoft
- 5.20.4. Proposal responses shall identify delivered error detection and reporting capabilities to ensure accurate time reporting
- 5.20.5. Proposal responses shall identify all methods supported by the solution to collect employee time and describe how that could be used in this implementation.

5.21. IMPLEMENTATION AND PROJECT PLANS

- 5.21.1. Vendors shall provide a proposed project plan showing a suggested timeline to minimize the duration of any access control or time collection outage
 - 5.21.1.1. A dual badge system is acceptable to the County and may be utilized to ensure there are no outages, for either access control or time collection, during the transition to the new system
- 5.21.2. The vendor shall submit a proposed implementation plan which shall provide an option to phase in the time collection function, either by building, campus or as a discrete set of implementation tasks within the project
- 5.21.3. The selected vendor shall provide a complete documentation set of all project documents including, but not limited to, configuration notes, MS Visio diagrams, as-built drawings and other installation materials

5.22. TESTING, TRAINING AND GO-LIVE SUPPORT

- 5.22.1. The vendor shall propose, develop, and execute a testing plan approved by the County
- 5.22.2. The vendor shall propose, develop and execute a training plan to enable County personnel to support the solution. The training plan will, at a minimum, cover the following knowledge areas:
 - 5.22.2.1. Provide training program details for Facilities Management training for programming, repair and general maintenance
 - 5.22.2.2. Provide training program details for Information Technology training for application support functions
 - 5.22.2.3. Provide training program details for Sheriff Office training for creating profiles, badges, badge templates and creating custom reports
 - 5.22.2.4. Provide training program details for Human Resources training for creating profiles, badges, badge templates, creating custom reports, time collection functions and interface handoff to PeopleSoft

- 5.22.3. The vendor shall provide on-site support during a two week “go-live” period of the time collection system
 - 5.22.3.1. Support shall cover any potential issues with data integration to the PeopleSoft system, data file errors, etc.

5.23. MAINTENANCE/ WARRANTY

- 5.23.1. All equipment included in this solution will include a three year maintenance agreement covering all equipment and services. The vendor shall also propose alternate four and five year maintenance agreements.

5.24. GENERAL REQUIREMENTS

- 5.24.1. Vendors shall attempt to reuse existing door hardware, cabling and other installed components if it is determined to be feasible based on site visits and surveys
 - 5.24.1.1. Should it not be feasible or possible to reuse door hardware, cabling or other components, the proposal response shall include costs to procure, deliver, install and configure hardware for use with the proposed solution
 - 5.24.1.2. Existing equipment which may not be re-used for this project shall be wrapped in an approved protective material and returned to the County
 - 5.24.1.3. The selected vendor will be responsible for moving drop ceiling tiles as part of the project
 - 5.24.1.3.1. The vendor shall replace any tiles damaged during the process
- 5.24.2. Proposed solution shall include the ability to set access expiration dates on individual badges
- 5.24.3. Proposed solution shall allow the creation of custom badge templates by County staff
- 5.24.4. Proposals shall identify their best practice recommendation to populate existing employee data and access permissions from the existing access control system to the proposed solution.
- 5.24.5. The vendor shall propose an optional line item and a data migration services plan to port existing personnel profiles, badge information, associated pictures and building access assignments to the new solution

- 5.24.6. Picture files should have a naming convention such that the file can be easily identified as tied to a specific employee/badge profile
- 5.24.7. The County prefers solutions which will integrate with the existing Milestone based video surveillance system
- 5.24.8. The County prefers that vendors or implementation partners have a local office or headquarters within the Dallas/Fort Worth metroplex to minimize implementation and ongoing production support costs

6.0 PROPOSAL FORMAT

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

6.1.1 Proposals may be submitted online via <http://collincountytx.ionwave.net> or submitted via CD-ROM or Flash Drive. Electronic submissions are preferred. It shall be the responsibility of the offeror to insure that their proposal reaches Collin County Purchasing prior to the date/time for the opening no matter which submission method is used.

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

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

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

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

6.2 **FIRM OVERVIEW**

Offeror is requested to define the overall structure of the Firm to include the following:

6.2.1 A descriptive background of your company's history.

- 6.2.2 State your principal business location and any other service locations.
- 6.2.3 State the address and normal business hours of your local service location and list the number of technical support personnel assigned to this work location. Should a service location not exist in the Collin County region please list your nearest service location to the county.
- 6.2.4 What is your primary line of business?
- 6.2.5 How long have you been providing access security and time collection product(s) and/or providing service(s)?
- 6.2.6 State the number and location of installations where your services are in use. Include the year the project was completed. Highlight any that have been in a jail, court or with high security areas.
- 6.2.7 Provide credentials, qualifications as well as experience for each team member or key personnel proposed for the project. Provide name, job title, role on the project and number of years they have been in the role.
- 6.2.8 Provide recent financial statements with the proposal. Audited financial statements are not mandatory. Unaudited financial statements will be accepted. If offeror's firm does, however, have audited statements; please include a copy with your proposal.
- 6.2.9 Provide a list of other projects that you are currently involved with or will be involved with.
- 6.2.10 Identify any terminated public sector projects. Disclose the jurisdiction and explain the termination.
- 6.2.11 List of all law suites resulting in award (in or outside of court) to a client and provide basis and finding of any settlement.

6.3 PROPOSED PROJECT PLAN

6.3.1 Provide a project implementation plan for the proposed product(s)/service(s) to include but not limited to the following areas:

6.3.1.1 Project Plan to include all necessary components to render it a complete and operational system; showing, at a minimum, the following key areas:

- 6.3.1.1.1 Installation
- 6.3.1.1.2 Education and Training
- 6.3.1.1.3 Testing and Support
- 6.3.1.1.4 Optional data migration services

6.3.1.2 Provide a schedule on each phase of the proposed project showing each of the county locations. Include all high level tasks which require time in the process, such as County review, and identify the amount of time assumed for each task. Note: It is anticipated that work shall be performed during normal business hours (Monday – Friday, 8am – 5pm). Weekend and after hours work will need to be scheduled.

6.3.1.2.1 State how long time clocks/door controls will be down for the cutover process during each phase.

6.3.1.3 Documentation samples showing the work product the county may expect to receive covering:

- 6.3.1.3.1 Warranty/Maintenance

- 6.3.1.3.2 Configuration and programing details
- 6.3.1.3.3 As-Built Diagrams

6.4 REFERENCES

- 6.4.1 Provide a minimum of five (5) references. Include the following information for each reference; the name and address of the organization, as well as the name, position, email and telephone number of the contact in the referred organization.

Describe the services provided, the start date, months to complete and the total cost of project. Include organizations that have completed similar in scope projects in the last 2 years.

6.5 PRICING/FEES

- 6.5.1 Use Attachment A, Cost Worksheet to submit your high level cost proposal
- 6.5.2 Submit a Bill of Materials including all items necessary to render project complete and operational.
- 6.5.3 State Cost for Maintenance/Warranty for 3 Year period
- 6.5.4 Optional line item: State Cost for Maintenance/Warranty for 4 Years
- 6.5.5 Optional line item: State Cost for Maintenance/Warranty for 5 Years
- 6.5.6 Optional line item: State Cost for data migration services

6.6 MAINTENANCE/WARRANTY/RESPONSE TIME

- 6.6.1 Offeror is requested to respond to Warranty/Response Time. (Refer to Section 5.23)

6.7 GENERAL BUSINESS REQUIREMENTS

- 6.7.1 Offeror shall provide a response for each of the requirements in sections 5.13 through 5.24

Provide a response for each item. 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”, so state and give the reason. Responses of “not applicable” or “exception taken” must be detailed in section 7, labeled Exceptions. If a response of “not applicable” or “exception taken” is not detailed in section 7, Exceptions, the response will be considered as confirmed even if it is listed elsewhere as an exception.

Include industry analyst evaluations of the products, either hardware or software, proposed within this solution.

7.0 EXCEPTIONS

Instructions for completing section:

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

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

**Access Control and Time Collection Systems
RFP No. 216-044
Questions & Answers**

1. There are no drawings included in the Access Control and Time Collection RFP. Will you be issuing these at a later date or at the pre proposal conference?

The county does not have schematics of the existing access control system as that was added to buildings throughout the county over time. Building floor plans will be available for review at the pre-proposal conference on March 9th.

2. What is the estimated value of this project?

This is a budgeted project approved by Commissioner Court and funds are available. The RFP process is soliciting bids to determine the best cost effective option for the county.

3. How will it be funded (budget, grant...etc)? If it is not funded, what funding options are being researched?

This is a budgeted project approved by Commissioner Court and funds are available.

4. Also are you able to disclose a list of the vendors that responded to the RFI#2015-143?

**Advanced Connections
Associated Time
DAC Innovations
Entech Sales and Service
Enterprise Security Solutions of TX
Green Solution
Johnson Controls**

**Kaba Work Force Solutions
Knight Security Systems
Open Options Access Technology
Schneider Electric
Securadyne Systems
TimeClock Plus**

5. The RFP states the replacement of the existing system. I understand the requirements and the intent of the spec but just trying to clarify the word replacement and the reasons. What/why is driving the need to replace to the existing system?

The county has an access control system which only supports 125 Khz access cards. These cards are more susceptible to a “bump and run” type of cloning attack which could allow an un-authorized person to clone an access badge and gain access to non-public areas within the county.

6. I understand the need for new reader and card technology but trying to understand the need to change the software and panels?

The county seeks to improve the physical security posture within our organization. We are seeking a solution to migrate our access cards, and hence the access control readers, to the 13.5 Mhz spectrum. If a proposal is available which does not require a new software system but would just need to update the badges, readers and other relevant components the county will review the project and give it equal consideration with all other proposals in accordance with our evaluation criteria and process.

7. The RFP Access Control and Time Collection Solution calls for the brand "Open Options" is Collin, County open to alternative brands or solutions?

Open Options is not specified in the RFP, Collin County will consider any solution proposed.

8. Can you provide the criteria which will be used regarding industry rankings for each system as referenced from section 4.1 Level 2?

The IT department uses industry rankings from organizations such as Gartner and other evaluation firms to identify where a certain vendor and/or product ranks within the industry. The Facility department leverages similar reference information within their field.

9. From section 5.12, is it the intent of the county to replace the Open Options DNA software and hardware, or just the 125KHz reader?

The county is seeking to solicit proposals from the vendor community and is open to considering any proposal from an upgrade to a full scale replacement of the existing system. The goal of this RFP is to address current security issues and position the county such that the building access controls will be sufficient to protect physical assets within the county for a number of years.

10. From section 5.12, is the file produced by DNA automatically copied to a share, and then automatically imported into PeopleSoft or is manual intervention needed?

It is automated using scheduled tasks on the access control server to copy the file to a network share available to PeopleSoft. The file is then retrieved from the network share location and processed into the PeopleSoft time file using a highly custom process written by Collin County. It is the intention of the county to replace these customizations and leverage published API's from PeopleSoft for the time processing. In the event that a file copy does not occur at the scheduled time then the process requires manual intervention and/or manual data entry to correct missing time data.

11. In section 5.13, does the "Consolidation" of the building access control system consist of migrating the Sheriff's office from its stand-alone system, into the server at the central plant?

The consolidation refers to the county seeking to consolidate the two distinct access control systems into one system with role based security access determining who is able to publish ID badges and assign building access throughout the county. The application will be deployed on high density servers in the main data center, not Central Plant, with database services provided from the county enterprise SQL Server.

12. Can the county please provide the Equipment Standards as referenced in Section 5.14.3?

This section relates to the county data network. The standards for network equipment are Cisco network equipment and Panduit horizontal cable components.

13. In section 5.14.4, how many workstations does the County currently have in place?

Three to Five units, assuming that this question intended to ask how many workstations will need to run the badge software.

14. In addition to the Browser based work stations, will any thick clients for badge printing be required from section 5.14.4?

I think that depends on the architecture used for the proposed solution.

15. What version of PeopleSoft is the county using from section 5.20.1?

The county is running PeopleSoft version 9.2

16. In section 5.22.2.4, will the existing badge station be used, if so please provide make and model?

The county is seeking a new solution to include new badge printing stations. Please document in the proposal the requirements for desktop systems (if it requires a client side install), badge printer, camera solution, and any other peripherals associated with creating the badges and assigning security access. The county intends to procure devices compliant with our current computer standards to satisfy the necessary hardware.

17. In section 5.22.2.4, will new credentials be required, if so how many?

Assuming that this question is asking how many ID badges would be required to support the higher frequency cards, the county will require approximately 2000 cards between employees, contractors and other related resources.

18. In section 5.24.7, will the proposed system need to include licenses, and programming into the Milestone system or just the capabilities?

At this point, the county is just looking to know if the proposed solution can provide integration to the Milestone video surveillance system. The integration to Milestone is not a go-live requirement.

19. In section 5.24.7, what is the current Milestone VMS system in place?

The current install is 2014 version 7b

20. In section 5.20, what are the current steps to import the Time Collection Functions into PeopleSoft (Please describe each step so that we may customize our solution.

PLEASE NOTE: COLLIN COUNTY DOES NOT WISH TO IMPLEMENT A NEW CUSTOM PROCESS OR RETAIN THE EXISTING CUSTOM PROCESS TO ACCOUNT FOR EMPLOYEE TIME WORKED. THE COUNTY SEEKS TO IMPLEMENT A TIME KEEPING SOLUTION WHICH WILL USE STANDARD INTERFACES/APIs TO REPORT TIME WORKED.

The following process describes the steps necessary to reproduce the time file generated through scheduled tasks running on the current access control system server and tasks to process time files on the PeopleSoft system. These manual steps to replicate the “automated” processes were accurate for the PeopleSoft 9.0 installation and will serve to provide an idea of the custom process used at Collin County. The county **does not** seek to implement another solution requiring customization within PeopleSoft.

Regenerating Time Collection File

The ACCESSCONTROLVENDOR time collection file is generated by a batch process executed from the ACCESSCONTROLVENDOR server. The TimeCollection.bat file, located on D:\TimeCollection of the ACCESSCONTROLVENDOR server, is used to execute a process that will produce a text file containing the time collection data from the previous day. For example, if the current day is the 12th of the month then the process will create a file containing data for the 11th of the month. The following procedures are used to recreate the time collection file.

1. Go to the ACCESSCONTROLVENDOR server.
2. Right mouse click on the Start button and select Explore to open a Windows explorer window.
3. Navigate to the D:\ drive.
4. Double click on the Time Collection folder.
5. Double click on the TimeCollection.bat file.
6. Verify that the new time collection file has been transferred to the production PeopleSoft application server by double clicking on the 'ACCESSCONTROLVENDOR on PEOPLESOFTSERVER icon on the

ACCESSCONTROLVENDOR server desktop. If the file has been successfully transferred then the current dated file will exist in the directory.

Reprocessing Time Files in PeopleSoft

If ACCESSCONTROLVENDOR time files must be re-processed be very careful to determine if ANY time has been processed in the PeopleSoft system at all. If any part of the time collection processes worked, or if time keepers have added data, then the default time processes will not deliver the desired results and instead will add any collected time to time already entered in the PeopleSoft application. If time data has already been captured through the time collection process then the Rapid Time process must be modified to process the new time file in REPLACE mode in order to avoid duplication of time entries. To process the time as a REPLACE first run through the process steps to process the time file in an add mode then find the batch session on the Report Rapid Time search page. Open the session and change the Add/Replace drop down box to REPLACE and click the Submit button at the bottom of the page.

If the ACCESSCONTROLVENDOR time files have to be reprocessed then it is highly likely the time admin processes will have to be re-executed as well. In order to re-run the PeopleSoft time admin processes the following steps must be followed under a *user ID with the appropriate level of authorization*.

If the decision is made to reprocess the time files and re-run time admin the users must be notified to exit the system via a broadcast email sent to the county to notify the users that the PeopleSoft system is being taken down. Users already on the system can only be locked out of the system if the PeopleSoft web server is stopped and re-started. Stopping the web server will force out all users in the PeopleSoft system.

1. Login to the PeopleSoft system and navigate to PeopleTools → Process Scheduler → System Process Requests.
2. Enter, or create, a run control.
3. Click the checkbox next to Rapid Time Load, the process name is CCG_TCD, and click the OK button.
4. Run the process and monitor that it completes successfully through the process monitor.
5. Once the CCG_TCD process is completed then the time admin processes must be re-run. The navigation to the screen is Time and Labor → Process Time → Request Time Administration. Select the appropriate run controls to process the time files. NOTE: In order to access the time admin run controls the correct user ID and password must be used.
6. Monitor the time admin processes through process monitor to ensure they complete successfully.

21. In section 5.20, what improvement would you like to see in that process?
Use published application program interfaces within PeopleSoft so the county may eliminate the use of customizations inside of PeopleSoft.
22. In section 5.18, how many access cards are initially to be included in our response?
At least 2000 cards
23. In section 5.18, clarify whether this is referring to the credentials to be utilized or whether it is referring to data communications between the system components. It is unclear whether the intention is to utilize a credential that meets TWIC, PIV, etc. or whether it is calling for the use of NIST Advanced Encryption Standard for communication.
This RFP is intended to replace our existing access control process with one which offers a greater degree of security. The preference listed in section 5.18 is there more to reinforce the idea that the county seeks proposals from vendors which are conscious of the security needs of their clients and have taken steps to provide assurance to customers that they are focused on security as well.
24. Will Collin County consider a separate vendor just for Time and Attendance if the time clocks can utilize the same badges provided by the Access Control vendor?
Yes
25. I need to get an understanding of current number of readers, according to your list there are 634 locking devices with readers, correct?
Equipment counts in the RFP stipulate: Approximately 1700 door locks, 85 time collection devices and, 750 badge readers.
26. 85 plus another 750 county wide access readers, fitted with an LCD clock, are designated as time collection devices (TCDs) within the Count, correct? Quote: In addition to the device types listed above there are approximately 750 badge access readers, in addition to the 85 TCD units, deployed across the county. Does this mean there is 835 TCD's county wide?
Yes, that is the approximate reader count
27. How are the remote county readers and TDC communicating with the Main Controller?
The readers, and by extension the TDC units, communicate to controllers within the building/floor and then the controller is connected to a county switch which is configured to route the access control data across the private access control network to the server.

28. You have indicated the counties requirement 5.14.2. DATABASE COMPONENTS, will embedded PostgreSQL database in Enterprise Class Access Control Database hardware chassis be acceptable for use in your system?

No, the county standard is Microsoft SQL Server. Specifically, MS SQL Server 2014 SP1.

29. Can you provide as builds for all location with card readers and or TCD's?

This information can be made available for review but cannot be distributed outside the county due to security concerns. These documents will be shared with the winning bidder.

30. Can you provide a system wide access control as-build showing logistical and logical location of door controllers, card readers and or TCD's?

This information can be made available for review but cannot be distributed outside the county due to security concerns. These documents will be shared with the winning bidder.

31. Does the county have stock on door controllers required for replacement bad, damaged and or warranty replacement?

Bench stock is available for some components of the system but not all.

32. Open Option used SSP (Central Plan description page 5) which are Mercury door controllers, correct? How many, what type and location of SSP in the counties system?

This information is available in the access control system report provided as part of this request. There are 26 SSPs located throughout the county.

33. Will the county accept the takeover of current SSP-Mercury board technology into a new Access system?

Yes

34. The following question are related to Integration of access control to PeopleSoft-PS:

- a. What time frequency would be required to synchronize the operation to view the Table between access control and PS, how many minutes or hours will be required?

Please clarify if this question is positioning for a customization which will require a modification with PeopleSoft to support

importing the time file. What Table is being referenced in this question?

The county is seeking a solution which will provide a real-time or near real-time interface using published APIs supported by Oracle PeopleSoft for the processing of reported time.

- b. If we synchronize a provisioning schedule between PeopleSoft and Active Directory; will Collin County create a database View over the PeopleSoft data? Which includes a LastDateTime Modified Stamp?

No, the county is seeking a solution which will provide a real-time or near real-time interface using published APIs supported by Oracle PeopleSoft for the processing of reported time. We currently have a custom process which requires heavy customizations within PeopleSoft to support the time file import. The county DOES NOT wish to continue with this custom process requiring ongoing maintenance of PeopleSoft customizations.

- c. Will Collin County provide an AD domain account for Security Contractor that has sufficient authority to update Active Directory?

Yes, if this is referring to a request for a service account with specific rights and roles to support integration processes the answer. If the request is actually requesting an AD account for the vendor to use to make edits in Active Directory the initial answer is No and we would like to understand more about why this access is requested.

35. Section 5.14.4 Workstation Components, Re: Web Access section: clarify that the Web access requirement. Do you require that no software be installed on the client workstations; i.e. webclient only accessing the system software/server via common web browser. Or is this a requirement that the client workstations can communicate over the owner's LAN, WAN, and or internet as required?

A web client only with no client side software install is the requirement. That is a standard for any software acquisition we make within the county. The county understands that some applications still use a thick client install. If a thick client is proposed, please identify plans and a product roadmap to move to a browser based solution.

36. Provide further detail on the three (3) year maintenance requirement. Is this to be break/fix, no billing? Time and Materials? An annual Preventative Maintenance piece? Is it to be 24 hours or just 8 to 5, will overtime billable?

The county is asking for a three year warranty/maintenance period with two one year (year 4 and 5) options. The county expects the warranty/maintenance agreement to cover preventive, services, and services calls. An 8 to 5 NBD term should be used for the quote. No billable overtime.

37. On the maintenance, only new items are to be picked up for maintenance correct? In other words, we would not pick up the field door hardware.

Existing equipment, on the current access control system, would continue to be maintained by Collin County.

38. One of the manufacturer's proposed solutions would be to create an import file from which PeopleSoft can feed. This would be configured to update on a "near real time" basis. Can the County please provide details as to the information this import file would need to include? Or, what information would be required to be fed to PeopleSoft via the import file? Cardholder name, Unique ID, Date/Time of transactions, Badge in/Badge out, etc?

The county is seeking a solution which will provide a real-time or near real-time interface using published APIs supported by Oracle PeopleSoft for the processing of reported time. We currently have a custom process which requires heavy customizations within PeopleSoft to support the time file import. The county DOES NOT wish to continue with this custom process requiring ongoing maintenance of PeopleSoft customizations.

39. The specification calls for a "bi directional" integration between the proposed ACS solution and PeopleSoft. What, if any, data is to be imported from PeopleSoft into the proposed ACS Solution? And, would this be a continuous synchronization process or would it be configured to synchronize on a specified periodic basis?

The county is seeking a solution which will provide a real-time or near real-time interface using published APIs supported by Oracle PeopleSoft for the processing of reported time. We currently have a custom process which requires heavy customizations within PeopleSoft to support the time file import which can only be run on daily batch schedule. The county DOES NOT wish to continue with this custom process requiring ongoing maintenance of PeopleSoft customizations. The bi-directional provision is included because the county will not create or continue to support modifications within PeopleSoft to track the time reporting and verification that the time punches were recorded.

40. Is it the county expectation that the active directory be included in the pricing for this RFP, or just state that the proposed solution can do Active Directory for future implementation?

A statement that the solution could integrate to Active Directory would meet the objective for that requirement. The county would like to see in the proposal how Active Directory accounts could be leveraged within the new access control system.

41. In Sections 5.1 through 5.22, the RFP states that the “vendor” vs the “proposer” is to create these documents. Can we assume that they these deliverables are required after the project is let to the successful bidder and not part of the proposal?

For purposes of the proposal response the terms should be considered interchangeable.

42. Can you please provide the response required documents in an Excel spreadsheet and a Word document so we may respond in the format that you have created, rather than create the documents from scratch?

43. Can we get a print out of the existing system?

Report output will be provided.

44. If a new system is being installed, will the county provide security for doors that will be down during conversion?

This will have to be coordinated as part of the implementation. Proposals should identify how long doors would be done and provide plans to limit the amount of down time where doors, offices or buildings are not secured. Proposals should identify methods to keep both systems in place and do a rolling implementation of the new system.

45. Is there any work that will need to be done after hours?

It is possible but the county typically operates on an 8 to 5 schedule. This would be coordinated with the winning bidder.

46. Can you please provide the version/revision of DNA Fusion that you are currently running?

This will be provided in the report output.

Pre-conference questions:

1. At the jail do you have access control at the cell doors, what other doors does the SO have control of?

No, it is through a different touch screen system. The employee access doors are controlled by the system as well as the pharmacy, commissary.

2. Are they standard strike?

Yes

3. Will there be an addendum with all the individual departments' requirements be summarized? **Yes we will give a summary.**

IT Response:

The IT department seeks to implement an access control system which will take advantage of stronger encryption technology available with 13.5Mhz identity cards operating on a software platform deployed on highly dense servers running Windows Server Data Center 2012 R2 under a VMware ESX 5.5 implementation with database services provided on an application specific tablespace residing within a shared instance on the county's enterprise MS SQL Server stack. The solution should provide role based security to allow specific department users, with appropriate security rights, to create, issue and assign access to identity badges.

Sheriff Office Response:

The Collin County Sheriff's Office shares the goals and objectives of IT, however, wishes to maintain security rights to create, issue and assign access to identity badges for all areas under the control of the Sheriff's Office.

4. Do you provide the quantities of badging stations, work stations, cameras etc. for each area? **The county will provide the computer system(s), badge printer(s), camera(s) for each location based on the current standards of the county as they apply to the recommended equipment list provided in the winning proposal.**
5. Can you give the number of badging stations and printer used and where they are located? **There are currently three badging stations in the county. The primary station is located in the HR department. The SO houses a badge station used to create ID badges used within their area. The Facilities department has a third unit used primarily to assign access permissions to doors. A fourth system is used in the Facilities Control Room for monitoring.**

6. Do you want additional printers or stations or readers?
We would look to the vendor to propose the number of printers, stations or readers as part of the proposal using their best practice deployment method and recommendation.
7. There is a list of equipment in the RFP, but the number of doors vs. locks does not match, we also need a count of card readers for each location can this be provided?
Reports from the access control system, with privileged information redacted, will be provided. Equipment counts in the RFP stipulate: Approximately 1700 door locks, 85 time collection devices and, 750 badge readers.
8. Can we get drawings of the buildings so we know what type of equipment is where? **The as built drawings are not up to date, some of the buildings were purchased and others have had updates.**
9. Even if the current cabling is used, the current locations for the FCS's are needed?
Please define what a FCS is.
10. Can the County provide a printout from the system that shows the panel and count coming from each?
Yes
11. The card readers are they one for one for lock or do you have read-in read-out?
One for one. In locations where a door is controlled by two readers to control ingress and egress from a conference room, each reader is a separate unit.
12. Moving to the 13.5 MHz cards, do all the card reader only ready the 125 KHz cards?
All readers only read the 125 KHz cards. During the implementation, we will be open to employees having 2 cards when a zone is being changed.
13. Going back to the drawings, will the County require us to get permits for the different locations in City of McKinney?
The County has provided plans in the past and the vendor would update them to get the permits.
14. What product set is approved for this project, does the County care what product is proposed? **No, as long as very departments requirements are met and if it meets the business need of the County and requirements of the RFP.**

15. The current system is an open system, but we need the standards used by the County, like white covers and other standards to propose the upgrade can those be provided?
The county is open to the vendor to propose these as part of their solution.
16. Why would you consider another system when the open option system you have can work for you with an upgrade?
The county is open to any proposal.
17. Will the County consider solutions with the open options system if it is shown to meet the requirements in the RFP?
Yes, the RFP criteria will be used to evaluate the proposed solutions.
18. What type of printer do you use?
Fargo
19. Has the County acquired badge printers separate from the current provider?
Yes
20. How many badge printers and software are needed and at which locations?
There are currently three badging stations in the county. The primary station is located in the HR department. The SO houses a badge station used to create ID badges used within their area. The Facilities department has a third unit used primarily to assign access permissions to doors. A fourth system is used in the Facilities Control Room for monitoring.
21. The system uses Cisco; will the County provide the switches and connections?
You will give us the number you need and we will see what can be provided per our capacity.
22. If the Open Options system is switched out will the County be responsible after the vendor brings in the panels for the access levels, card holder and that kind of things or is it a turnkey? **The county is seeking a turn-key proposal for the implementation but intends that our personnel will receive appropriate training so that we may be self-sufficient with all aspects of the solution.**
23. Currently does the County have to physically enter data into PeopleSoft or does it populate? **Currently, data is manually entered into PeopleSoft and into the access control system.**
24. When someone is added to PeopleSoft does it automatically populates the security system?
No

25. Is it one directional?

(Assumption: It is assumed that this question relates to the time reporting interface) It is a one directional feed driven by a batch file from the access control system that is copied to a network share once per 24 hour period.

26. The RFP requires an active directory access, how do you see that working?

We would like the kind of driver and an integrated busing system so we can eliminate the custom.

27. Do you want a video management system included in the solution or is that an option?

Not at this time but would be good to have.

28. What video management system does the County use and where?

Milestone

29. Can the County provide how many cameras, software on the Milestone to interact with the Open Options system?

None of the cameras currently interact with the existing access control system

30. Is a solution with digital mapping (geo) with control of all equipment with locations required? There are some of the in the court house.

This is not a requirement but would be a nice to have feature.

31. Do you have a budget number or a range for this project?

Yes

32. Under the training, what is the county asking for the vendors to provide in the proposal for the testing plan?

We would look for the vendor to propose their "best practice" approach

33. Are you asking for a three (3) year warranty with year four (4) and year five (5) as options?

Yes

34. Would the awarded vendor have to maintain all the old Meg locks?

Existing equipment, on the current access control system, would continue to be maintained by Collin County.

35. Do you expect the warranty to cover preventive, services, and services calls?

Yes

36. Hand punches hand readers are they in the same location?

In the court house 7 or 8

37. Is enrollment on a separate internet data base on the palm readers?
Same system just a separate access method.
38. Do the digital clocks sync over the network and synchronize back?
The time collection devices (TCD) synchronize to the access control server. At this time, we do not believe that the access control system is configured to use the county's NTP server but we would like that feature to be in place with the new system.
39. Would the County be willing to keep the current time display units or do you need all new readers?
We are not as concerned about the aesthetics as the functionality. Also that all clock read the same time and when cards are swiped the time is accurate and match the recorded punches with the display.
40. Please explain why the County has married these two systems?
This was the result of an RFP, released in 2006, to capture employee time as a component of our initial PeopleSoft implementation. The current access control vendor submitted a proposal, based on the requirements at the time, and was awarded the bid.
41. In the Main courthouse the EOC does integrate via hardware with the main system, to what existent does the input output?
The county EOC is not located at the Courthouse. Unsure of question.
42. Is there going to be an extensions of the bid due date?
We will get the addendum out and if asked for by more than one vendor it will be considered based on the amount of time for responding.
43. When you are talking about going digital, do you mean the account residing on the network? **The reference to a digital system was made from the basis of the transmission method currently in use which transmits access requests from the reader to the control unit via a serial connection. The end goal of the statement is that we want to future proof the county and do not want to be looking at having to replace the system again in the short term. If the industry practice is to use serial communications please stipulate that in the proposal response and provide a rationale for the proposed system being deployed in that manner. If the proposed solution uses power over Ethernet (PoE) devices please provide a rationale for that implementation platform.**
44. Do you want every panel on the network? **We want every panel to be accessible to any authorized user for the purpose of security and access control and anticipate that would require every panel to be on the access control network.**

45. If we go that route are we going to be responsible for the pulling cabling or will the County do it to keep the standards up?
The vendor will be responsible for cable pulls, in keeping with the county standards, and will be responsible for damaged ceiling tiles.
46. If we need to do the cabling we need the County to provide the requirement and standards? **Yes. In a nutshell, any cabling which will connect to our data network will be required to meet Panduit certification requirements.**
47. Do subcontractors need to be certified?
Unclear which certification is being discussed. Assuming that this relates to sub-contractor brought in to perform horizontal cabling, yes the vendor must be capable of issuing a Panduit certification when pulling cable in buildings currently certified by Panduit.
48. What is the manufacture of the equipment?
Unclear which equipment set this refers to but assuming this is related to question 46 the network gear is Cisco and the cabling components are Panduit.

IDF Walkthrough Question & Answers, March 17, 2016

1. MCS on inputs and outputs?
At the jail and courthouse connected to panic buttons and PINS.
2. Can you explain how the panic system works and where the input, output relays to?
The panic button gets pushed and it goes to the RSC and SSP panels then push it to the main server at the Central Plant Control Room then out to the client's located at the Sheriff's Dispatch, Bloomdale Transfer holding and Homeland Security desk, Constable Pct 1 , and Constable Pct 3
3. Are the Judges panic buttons connected to Milestone?
Yes, just in the courtrooms.
4. The cameras and panic buttons where do they connect to?
Milestone system
5. Do you want to tie Milestone to Open Options?
Down the road, it would be good to know how that could work with the system.
6. How does the system track the Judges locations as they move? **No longer in uses.**

7. Would you consider extending the due date of the RFP?
Yes, we will consider extending the date.
8. When will we be able to get copies of the building plans?
We will make the plans available to view, the location, date and time will be sent in an addendum.
9. Can blank floor plan be made available?
Please see answer 8.
10. How many doors are controlled on this floor?
37 doors and 8 time clock devices, 2nd flr and 4th flr doors are on this SSP. Most SSP's will cover more than one floor in a building depending on size.
11. How many users are on the system?
Estimated at 2,000
12. The cards have a HID site code; does the County use Corporate 1,000 to track site codes so that outside users would not have a duplicate card?
Yes
13. Is the County considering using phones as a door opening device?
No, employees are required to have a picture ID.
14. Can the PeopleSoft API documentation be made available?
The Oracle sale representatives contact information is Jason Haydel, Support Sales Representative, 512.671.5652, jason.haydel@oracle.com. Also Lance Shealy ERP Application Sales PeopleSoft, 713-412-5055. Online Help is available at http://docs.oracle.com/cd/E39904_01/hcm92pbr0/eng/hcm/index.html?content=i_product
15. Would you be buying the Id cards from the provider or self-purchased?
Please include this cost as an optional line item for consideration for both options.

AI-41370

2. b.

Commissioners Court

Meeting Date: 04/04/2016

Addendums No. 1-6 to RFP No. 2016-137, IT Security Audit

Submitted By: Courtney Wilkerson

Department: Purchasing

Request Type: FYI

Agenda Area: Miscellaneous

Information

Department Action

FYI notification of Addendums No. 1, 2, 3, 4, 5, and 6 to RFP No. 2016-137, IT Security Audit per the attached documents. cw

Purchasing Department Action

FYI notification of Addendums No. 1, 2, 3, 4, 5, and 6 to RFP No. 2016-137, IT Security Audit to make various changes to the Request for Proposal. cw

HR and/or IT Action

Budget Department Action

Addendums 1-6 to RFP No. 2016-137 for the IT Security Audit. No action by Budget.

Auditor's Office Action

No action required by Auditor.

Commissioners Court

No. 1, 2, 3, 4, 5 and 6 to IT Security Audit (RFP No. 2016-137) to make various changes to the Request for Proposal, Purchasing.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Adjustment:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Remarks:



COLLIN COUNTY

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

ADDENDUM No. One (1)

IT Security Audit RFP No. 2016-137

Effective: February 17, 2016

You are hereby directed to make changes to the Request for Proposal in accordance with the attached information:

Add Document:

Information Regarding Conflict of Interest Questionnaire

Please note all other terms, conditions, specifications drawings, etc. remain unchanged.

Sincerely,
Michalyn Rains CPPO, CPPB
Purchasing Agent

INFORMATION REGARDING CONFLICT OF INTEREST QUESTIONNAIRE

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

For a copy of Form CIQ and CIS:

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

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

For a listing of current Collin County Officers:

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

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

Department/Evaluation Team:

Caren Skipworth, Chief Information Officer
Steve Ganey, Assistant Director of IT
Jon Tidwell, IT Security Officer
Michael Beeson, IT Security Administrator

Purchasing:

Michalyn Rains, CPPB, CPPO – Purchasing Agent
Sara Hogle, CPPB – Asst. Purchasing Agent
Courtney Wilkerson, Senior Buyer

Commissioners' Court:

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



COLLIN COUNTY

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

ADDENDUM No. Two (2)

IT Security Audit RFP No. 2016-137

Effective: March 4, 2016

You are hereby directed to make changes to the Request for Proposal in accordance with the attached information:

Delete:

Specifications

Replace with:

Specifications (Revised) (Changes made in red)

Add Documents:

Attachment A, Questions & Answers
Attachment B, Pre-Proposal Sign in Sheet

Clarifications:

- We expect the overall engagement will last longer than 30 days, and that County business cycle repeat on that timetable, so a 30 day snapshot of traffic for DLP analysis should suffice. If an offeror has proven results of a shorter time window, it should be explained in the submission. The County will take shorter windows into consideration.

Please note all other terms, conditions, specifications drawings, etc. remain unchanged.

Sincerely,
Michalyn Rains CPPO, CPPB
Purchasing Agent

4.0 EVALUATION CRITERIA AND FACTORS

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

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

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

Level 1 - Conformance with Mandatory Technical Requirements

Criteria assessed during Level 1:

- The Offeror's professional personnel have received adequate continuing professional education within the preceding two years.
- The Offeror's has no conflict of interest with regard to any other work performed by the Offeror for Collin County.
- The Offeror's adheres to the instructions in this request for proposals on preparing and submitting the proposal.

The first part of the elevation process is to validate the completeness of the proposal and ensure that all the RFP guidelines and submittal requirements are met. Those offerors who do not meet all the requirements for the RFP may, at the discretion of the County, be contacted to submit the missing information within two business days. Incomplete or noncompliant RFPs may be disqualified.

Level 2 – Detailed Proposal Assessment

The Evaluation Committee will conduct a detailed assessment of all proposals elevated to this Level. Criteria evaluated in Level 2:

Technical Qualifications (Maximum Points - 80)

Expertise and Experience (Maximum Points- 40)

Technical experience of the Offeror to include, but not limited to:

- Recent auditing of local governments.
- Similar auditing, of the type under consideration, during the last three years.
- References.
- Classification of staff (including consultant) to be assigned to the audit. Education, including continuing education courses taken during the past two years, Certifications, position in the Offeror, and years and types of experiences will be considered.

Determination of the following from information submitted:

- Qualifications of the audit team.
- Supervision to be exercised over the audit team by the Offeror's management.

Size and structure of the Offeror to include, but not limited to:

- Capability to meet the services required.
- Additional skills and services.

Meeting IT Audit Business Requirements (Maximum Points 40)

Responsiveness of the proposal in clearly stating an understanding of the work to be performed to include, but not limited to:

- IT Audit coverage.
- Realistic time estimates of each major segment of the work plan and the estimated number of hours for each staff level, including consultants assigned.
- Documentation – hard and soft copies
- Workflow diagrams where applied

Offerors who score 56 points (70%) and above will be elevated to the next evaluation level.

Level 3-Cost

| Points | Description |
|---------------|--------------------|
| 20 | Cost |

Offerors who are elevated to this level will have cost added to their score.

Level 4 –Best and Final Offer

Offerors who are susceptible of receiving award will be elevated to Level 4 for Best and Final Offer. 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 will be re-evaluated based upon Criteria in level 2.

Based on the result of the Best and Final Offer evaluation, a single offeror 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 bids and enter into negotiations with them.

5.0 SPECIAL CONDITIONS AND SCOPE OF SERVICES

- 5.1 Authorization: By order of the Commissioners' Court of Collin County, Texas sealed proposals will be received for **IT Security Audit**.
- 5.2 Intent of Request for Proposal: Collin County's intent of this Request for Proposal (RFP) and resulting contract is to provide offerors with sufficient information to prepare a proposal for comprehensive technical security audit of information technology infrastructure and resources.
- 5.3 Term: Provide for a term contract commencing on the date of the award and continuing until project is complete.
- 5.4 Pre-Proposal Conference: A pre-proposal conference will be conducted by Collin County on Friday, February 26, 2016 at 9:30 a.m. at 2300 Bloomdale Road, Suite 3207, McKinney, TX 75071 in the I.T. Conference Room. This is to provide an opportunity for all interested vendors to ask questions. All prospective offerors are requested to have a representative present. It is the offeror's responsibility to review documents to gain a full understanding of the requirements of the RFP. There will be a telephone conference available for the pre-proposal conference, interested vendors may begin calling on 02/26/2016 at 9:15 a.m. CST, by dialing (972) 547-1833.
- 5.5 Funding: Funds for payment have been provided through the County budgetary process. State of Texas statutes prohibit the County from any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that arise past the end of the current Collin County fiscal year shall be subject to budget approval.
- 5.6 Price Reduction: If during the life of the contract, the vendor's net prices to other customers under the same terms and conditions for items/services awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Collin County.
- 5.7 Completion/Response Time: Contractor shall place product(s) and/or complete services at the County's designated location within the number of calendar days according to the schedule proposed by offeror in section 6.6.
- 5.8 Delivery/Setup/Installation Location: Locations for delivery and installation will be stated on the Collin County Purchase Order(s). Delivery shall include assembly, setup and installation and shall be included in proposal. Below is the address for work to be completed.

- 5.9 Testing: Testing may be performed at the request of Collin County, by an agent so designated, without expense to Collin County.
- 5.10 Samples/Demos: When requested, samples/demos shall be furnished free of expense to Collin County.
- 5.11 Background Check: All Contractor employees that will be working on site or by VPN shall pass a criminal background check performed by Collin County before any work may be performed. The selected offeror shall be provided the required documents to submit required information for background checks.

5.12 **PROPOSAL SCHEDULE**

| | |
|--|--------------------------------------|
| RFP released: | February 16, 2016 |
| Pre-Proposal Conference: | February 26, 2016 at 9:30a.m. |
| Deadline for submission of contractor questions: | March 4, 2016 at 5:00p.m. |
| Proposals due: | March 10, 2016 at 2:00p.m. |
| Award of Contract: | July 2016 |
| Effective date of contract: | Upon award |

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

5.13 **PURPOSE**

Collin County, Texas (hereafter referred to as the “County”) seeks proposals for a comprehensive technical security audit of information technology infrastructure and resources. The County data systems are the heart of County business and audits are necessary to ensure that the IT department operates on a solid foundation. The County views the security assessment and audit as an essential tool to maintain network health, uncover possible vulnerabilities in our ~~voice and~~ data architecture and identify mitigation strategies. The County requires a qualified vendor to perform a complete security audit and assessment. Respondents must have a proven history of successfully completing similar services and functionality for other counties, municipalities, and governmental entities. The County will require that the vendor has acquired the appropriate tools and the required technical certified expertise to aid the County in developing and maintaining a higher degree of threat analysis and prevention for internal and external threats. The scope for this effort, identified in greater detail later in this document, includes:

- Complete network and server security assessment
- Threat analysis and prevention

- Assessment of externally exposed network access points
- Intrusion detection and prevention
- Network account access and security

5.13.1 SCOPE OF WORK

The scope of the audit and analysis engagement, with respect to ~~both~~ the data ~~and voice~~ networks, includes:

- Review the county IT infrastructure from an external perspective through the firewalls to check for intrusion issues and deficiencies
 - Investigate DMZ environment for vulnerabilities
 - Perform non-destructive penetration test of any external identified vulnerabilities to measure ease of exploitation to compromise County systems
 - Verify that external facing services are implemented securely following industry standard best practices
 - Includes servers, connections to third party services and ancillary networks utilized to fulfill the scope of County services
- Complete network and server security assessment
 - Perform an collection of software specifics for all devices connected to ‘internet’ County network
 - Provide recommendations of best practice based on review of software inventory collected
 - Verify that enterprise risk is minimized through application of patches and updates
 - Confirm that security best practices and procedures are implemented and followed
 - Verification of anti-virus protection and appropriate security update installation and provide recommendations on current trends in endpoint security
 - Verify password protection is appropriate to protect county systems from password hacking attempts via performing a brute force cracking attempt of the current Active Directory infrastructure
 - Review configuration of Intrusion Prevention System, and threat notification systems, and provide recommendations of adjustments to meet best practices
- Assessment of externally exposed network access points
 - Verify that public facing systems, servers, web pages, etc. are appropriately secure
- Assess and test the security of the County wireless networks
 - Inspect the wireless networks for common vulnerabilities

- Provide recommendations to improve security with the wireless networks
- Provide recommendations about existing wireless networks with respect to industry best practices
- Confirm that physical security to the MDF and IDF rooms is appropriate
- Analysis of IT staffing allocations, by FTE count and required skill levels, are sufficient to meet the required/recommended levels to maintain the existing network and mitigate any found deficiencies
 - Analysis to include training program recommendations to mitigate skill level deficiencies in order to implement any audit recommendations
 - Analysis shall take into consideration the security tools approved for purchase in the current fiscal year, to determine proper staffing allocations
- Discover any sensitive data that is leaving the County network, by installing and collecting data from a DLP (Data Loss Prevention) sensor during the assessment
- Perform analysis of log data of outbound Internet traffic (via firewall and Internet content filter) to identify risks associated with, but not limited to;
 - Use of County managed social media sites
 - Cloud based file sharing sites
- Assess the use of privileged accounts within the County network
 - Discover any accounts with non-expiring passwords
 - Create a matrix of account with administrative rights across two bodies
 - All County servers (inventory to be provided by County)
 - Detailed sampling of 50 end user workstations (inventory to be provided by Count)
 - Discover use of privileged accounts on the network, based on available logs
 - Identify privileged accounts most actively being used
 - Identify source network device privileged accounts are being used from
 - Identify destination target host privileged accounts are accessing
- Analysis of existing documented County policy, and technical procedures, that support the County's goal of addressing (where applicable) the Top 20 Critical Security controls
- Analysis to include recommendations of policy, and procedure edits, or introductions, needed to support this goal

The County anticipates that the assessment will be divided into three sections; the first section includes interviewing key personnel, the second section involves evaluating the networked resources via discovery tools and the final section involves using vulnerability analysis tools to probe networked resources and attempt to gain access to resources from both inside and outside the network.

During the interview phase the vendor will meet with key technology personnel and facilitate discussions to gain a better understanding of the technology infrastructure. Checklists need to be provided by the vendor technology staff before the on-site interviews so that staff members may be prepared to answer interview questions. During the personnel interviews the following items should be considered but the conversation should not be limited only to these topics:

- Network configurations, architecture and security
- Server configurations, architecture and security
- Storage systems configuration, architecture and security
- Security controls
- User access security
- Intrusion detection and remediation

During the final phase of the on-site security audit, the vendor will perform vulnerability assessments from within and without the organization using various monitoring, auditing and security cracking tools to assess the security of the county systems. Tests of the perimeter systems will also need to be performed against the public facing components of the county network. Open ports are to be discovered, probed for access and any information, along results of the probes, should be recorded and used as the basis for a suggested mitigation plan. The vendor should use a combination of invasive and non-invasive tools to detect any weaknesses in the network and servers. Invasive tests will require coordination with County technology management to provide an estimated time frame in which the tests may be conducted. The outcome of the final phase should be a log of any deficiencies along with recommended mitigation plans and strategies.

5.13.1.1 PROJECT DELIVERABLES

Upon completion of the interviews and assessment activities the vendor will compile and present a detailed report on the security findings. Preliminary discoveries of network and server weaknesses,

including architectural or configuration liabilities, and any policy or procedural deficiencies discovered as a result of the review in terms of risk will be included in the comprehensive report. An analysis of the effectiveness of internal network and server controls in preventing unauthorized access will also need to be provided. Analysis of vulnerabilities, along with recommendations on correcting the vulnerability, will also need to be detailed in the report.

| DELIVERABLES | DESCRIPTION |
|---------------------------------|--|
| Hard Copy Documentation | |
| Executive Summary | <ul style="list-style-type: none"> • Summarized version of the detailed report |
| Initial External Assessment | <ul style="list-style-type: none"> • Assessment of externally exposed systems and found vulnerabilities |
| Detailed Report | <ul style="list-style-type: none"> • Internal and external risk analysis and recommendations • Physical security review of network and security policies • Server and storage operations analysis and recommendations • Comprehensive vulnerabilities assessment and mitigation plan |
| Electronic Documentation | |
| Executive Summary | <ul style="list-style-type: none"> • Electronic version of printed report |
| Detailed Report | <ul style="list-style-type: none"> • Electronic version of printed report • Presentation materials of detailed report |
| Vulnerability Report | <ul style="list-style-type: none"> • Electronic version of the vulnerabilities assessment and mitigation plan |
| Six Month Follow-up | |
| Follow-up | <ul style="list-style-type: none"> • Facilitate an on-site follow-up with county staff six months after the delivery of the reports • Document the follow-up meeting |

6.0 PROPOSAL FORMAT

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

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

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

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

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

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

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

6.2 **FIRM OVERVIEW**

Offeror is requested to define the overall structure of the Firm to include the following:

- 6.2.1 A descriptive background of your company's history.
- 6.2.2 State your principal business location and any other service locations.
- 6.2.3 What is your primary line of business?
- 6.2.4 How long have you been selling product(s) and/or providing service(s)?
- 6.2.5 State the number and locations of where your products/services are in use.

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

6.3.1 Offeror is requested to provide qualifications as well as experience information on Offeror's key personnel.

6.4 **PROPOSED PROJECT**

6.4.1 Offeror is requested to identify the proposed services to include but not limited to the following areas:

6.4.1.1 Describe Work Plan for the project based upon the scope of work in Section 5.13.1.

6.5 REFERENCES

6.5.1 Offeror is requested to include at least five (5) references with names, addresses, telephone numbers and e-mail addresses. Preferred references would be those where similar applications have been put in place.

6.6 TIME SCHEDULE

6.6.1 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.

6.7 PRICING/FEES

6.7.1 Provide an explanation of the total cost of the service(s) showing a breakdown by item. Be sure to include all items necessary to render project complete and operational.

6.7.2 State Not to Exceed Travel Costs.

6.7.3 State Cost for 6 month follow up meeting.

6.8 OTHER PROJECTS INVOLVED WITH

6.8.1 Offeror is requested to provide a list of other projects that you are currently involved with or will be involved with.

6.9 SCOPE OF WORK

6.9.1 Offeror shall provide a response for each of the requirements in section 5.13.1.

*Questions in red are outstanding and will be included in next addendum release.

Questions & Answers:

- 1) In reference to the “*Confirm that physical security to the MDF and IDF rooms is appropriate*” requirement, will this only be a review of physical security of the MDF, or is a social engineering test expected?

Physical controls only. Social Engineering is out of scope for this RFP.

- 2) In reference to the “*Discover any sensitive data that is leaving the County network, by installing and collecting data from a DLP (Data Loss Prevention) sensor during the assessment*” requirement... Does the County have an appliance in mind or in place for data loss prevention?

No we do not a solution in place, nor a preference. Our desire is to understand where our risks for data loss are. Today, we expect email is our primary leak point, but we look forward to any additional loss vectors found during the audit, that we can apply to improving our posture for standards we are measured against (HIPAA, CJIS, PCI, etc...)

- 3) In reference to the “*Discover any sensitive data that is leaving the County network, by installing and collecting data from a DLP (Data Loss Prevention) sensor during the assessment*” requirement... Do you have a time period in mind for DLP?

We expect the overall engagement will last longer than 30 days, and that County business cycle repeat on that timetable, so a 30 day snapshot of traffic for DLP analysis should suffice. If an offeror has proven results of a shorter time window, it should be explained in the submission. The County will take shorter windows into consideration.

- 4) Is the County expecting a full report of vulnerabilities of all 1800 entities on the network, or is a snapshot acceptable?

Snapshots are acceptable. The County has point in time reports from previous assessments. We are most interested in understanding the quantity of devices on our network. Recommendations on courses of action for software issues that require remediation can be made based on a snapshot of findings.

The County expects approximately 1800 entities will be found, with about 200 of those being servers.

- 5) In the RFP specifications you mention mapping top 20 critical security controls, is the top 20 more of a guideline or would you prefer an analysis that's more in depth?

We would prefer an in depth analysis to map to the Top 20 Critical Controls. CIS Version 6.

- 6) What is something that the previous provider did really well that you don't want taken away?

The previous provider provided solid insight into employee behaviors, based on their technical findings. Specifically the analysis of password findings of both our end users and service accounts.

- 7) Is there anything that the previous provider did that you would have wanted to occur differently?

This assessment will have more clearly defined rules of engagement for our tests, especially the controlled pen test. Our biggest takeaway from the previous assessment is that at least one County employee, like the IT Security Officer, needs to be informed of all actions that will be taken as part of testing.

- 8) In regards to the *"Analysis of existing documented County policy, and technical procedures,"* requirement how many pages of reading can the offeror expect to have to perform as part of the assessment?

Currently, approximate 20-30 pages of documentation for a 'security policy' will be available to be reviewed. Our expectation, is that a recommendation of gaps will be presented based on that documentation review, preferable prioritized for the County to plan implementation of new policy and procedure.

- 9) Commissioners Court committed to project?

Yes, the Commissioners Court is sent updates on a regular basis. The IT Security Officer presents updates of Security posture. Additionally, the funds for a security assessment are now part of the yearly base budget, approved by The Court.

10) How long has SIEM been in place?

SIEM has been actively monitored for 1 year. We would like to know if we are collecting data and parsing as we should. We believe that environment is one of our better manicured toolsets, based on a vendor visit for 5 days in late 2015. To that point, an offeror with a partnership with whatever might be our weakest environment, that could offer follow up consulting services, would definitely be noted during proposal review.

11) Physical assessment-MDF and IDF only ones addressed in specifications. Anything else we are at risk for?

Yes. IT will work on putting something together and provide to the selected offeror, for other physically restricted areas that should be reviewed.

12) Where is the County at with SOC operations?

Our IT Security Administrator is operating as the SOC currently. The County is in the process of providing more security knowledge to our operations team. This is an excellent question, and part of the driver for the creation of the *'Analysis of IT staffing allocations...'* requirement.

13) In terms of Data exfiltration, is the County looking to determine what is leaving or technical enforcement of what leaves?

Both. However, more value will be placed on the findings of what is leaving.

14) In terms of the physical access control system, is the system The County is using managed by IT? If so, will we have access to this?

The system is centrally managed. It is not all managed by IT. However, we can gain access if needed. The County will provide a report, listing priority access points to be reviewed, along with those that can pass through those access points. It should be noted, that the County considers recommendation on attestation practices of the physical access system as very valuable information in the final report.

15) Is the IT Security Administrator-the firewall engineer, the manipulator, or the advisor?

The advisor.

16) How large is The County's network team?

Helpdesk- 3 employees

Security team- 2 employees

Network primary- 2

Infrastructure team- 5-6 employees

Technicians-5 or 6 employees

17) For the Wireless Assessment. How many physical facilities will be in scope?

3 facilities, the Admin Building, Courthouse and Sheriff's Office.

18) Once an offeror has been selected, Will IT provide a list of inventories The County has or plans to use?

Yes, we will provide this information, as deemed applicable to this years assessment, to selected offeror during kickoff meeting.

19) Is the County currently using an anti-virus solution?

Yes. And as with all security toolsets, the County values findings on actual coverage of these tools against our asset base. The County would also value recommendations of toolsets based on industry trends.

20) Any major infrastructure upgrade plans?

Yes, we will provide this information to selected offeror during kickoff meeting. The County will also provide insight into security related tools that will be acquired during this fiscal year, for the offeror to reference in reporting.

21) What if the vendor provides pricing for an item that is not needed in the proposal?

If the vendor chooses to provide multiple solutions it shall be listed as an alternate. Refer to Section 6.7.1 Pricing in the specifications for more information. NOTE: Pricing will only be evaluated for those who are elevated to level 3.

22) Is The County open to awarding this project to multiple vendors?

The County's preference is to award to one vendor.

23) For the controlled pent test, does the system in question have a dedicated IP space, or reside on a shared web front end?

Dedicated.

a) What is a part of the last assessment?

Yes. A vulnerability assessment was performed.

b) Should emphasis of testing be Internal or external, take into account any pivoting?

The County should be able to learn everything that needs to be known from testing, from an internally sourced test of this system. Pivoting is not a primary concern based on network architecture. The County is open to turning on/off perimeter controls to gauge their effectiveness in protecting the system in question.

24) For the controlled pent test, is the county interest in testing authenticated or unauthenticated connections?

Both.

25) Will the data from previous assessment be available to selected offeror?

The County is open to providing this information to the selected offeror during the recommendation phase, on an as needed basis.

26) Does the County place higher value on actual findings or closure of findings?

The actual findings themselves. We learned from our last assessment that purchases needed to be made to remediate some of the mass findings, and it is expected that the same will occur in this year's audit.

27) Wireless network penetration test? Also centrally managed?

Yes and we will test based upon 3 sites (1 Admin, 1 Courthouse, and 1 Sheriff)

28) Is the 911 operations tied into Sheriff Office building?

It is a separate system. Testing of that network is not necessary. We can provide IP space, for exclusion of testing tools.

29) In Section 5.13 and 5.13.1 of the specifications it states voice architecture and voice networks. These are the only statements throughout the specifications that discuss voice networks is this supposed to be a part of the RFP or is it a typo?

Please refer to Addendum No. 2, Specifications (Revised), eliminating voice architecture and voice networks.

30) What is the total number of locations in scope, and their geographic region(s)?

3. All in McKinney, Texas.

31) What is the total number of external (Internet routed) IP addresses in scope and use?

Approximately 40.

32) What is the total number of internal IP Addresses in scope and use?

An estimated 1800.

33) What is the total number of wireless access points in scope and their locations?

Approximately 250 across three physical locations.

34) Are all servers, appliances considered in scope for security testing? If no, enter only those in scope below. Note that any servers/appliances hosted by a third party will require approval.

All devices with the IP address are in scope for identification and vulnerability scanning. Any penetration testing will be performed in a controlled manner, of County owned assets only.

35) Total Number of End-Point Systems:

Approximately 1600

36) Total Number of Internal Servers in Scope:

Approximately 200

37) Total Number of Network Devices In Scope (Including FW's, Switches, Routers, and Include the Vendors for these devices, e.g. Cisco, Juniper, etc.):

Approximately 1800.

38) Types of Operating Systems run on servers and end-points:

Primarily Microsoft Windows based, with an approximately 200 Apple iOS devices (tablets and phones) that could be detected in a network sweep for assets/endpoints.

39) Number and Type of Mobile Devices with Access to the internal network. (Any BYOD?)

BYOD is technically possible. The County does not currently have an estimate of mobile devices connecting to the internal wireless network.

40) How many Firewall Devices are in scope for this effort, and approximately how many rules in total?

Two sets of firewall pairs, total approximately 750 rules.

41) How many Security Policies are in scope as part of this effort for the documentation review?

The County currently enforces 3 polices that are intended to be enveloped into a larger Information Security Policy, and would like recommendations on current gaps, with advice on priority of addressing the identified documentation gaps.

- 42) How many facilities and what types of facilities are in scope for the physical security assessment, if beyond the MDF and IDF rooms?
- 43) What security and privacy compliance requirements, outside of PCI and CJIS, is the County governed by?
- 44) Does the County have a data classification scheme in place today?
- 45) Is the goal of the policy assessment to evaluate implementation of the policy or determine policy gaps against SANS Top 20 Critical Security Controls or both?
- 46) How many staff in IT?
- 47) How many staff support security?
- 48) Regarding the external penetration test, what is the total IP address space to be assessed (i.e.: 512 addresses, 1024 addresses, etc.) and how many anticipated live devices are on the external facing perimeter. Approximate percentage of total IP space is fine (i.e.: 1024 addresses, approximately 50% assigned).
- 49) How does main bullet point 3 of section 5.13.1 materially differ from the first main bullet point in section 5.13.1? A reader could interpret these as both being addressed with the penetration test. If that is not the customer's intention, please explain your desired activities/deliverables for the third main bullet.
- 50) Regarding main bullet point 4 of section 5.13.1, is this task envisioned as a wireless penetration test or as more of a wireless network configuration review activity? Both?

51) How many locations have wireless access installed that would be in scope for testing?

Please refer to question 17.

a) Approximately how large are the sites?

b) Are all wireless access points controlled/configured from a central controller?

c) What is the wireless platform deployed (Aruba, cisco, etc.)?

52) Regarding main bullet point 8 of section 5.13.1, how much log data in Gigabytes is there to be reviewed?

a) Is it all in one location/system currently (i.e.: Splunk instance) or what that data need to be collected as part of this task?

b) How far back in time is the vendor requested to search and is there a desire for this to be an ongoing exercise throughout the duration of the engagement, or even beyond?

53) Regarding main bullet point 9 of section 5.13.1, how many servers are is scope and what platforms / OS versions are included in that mix?

54) Regarding main bullet 1 of section 5.13.1, sub-bullet 3: Are you envisioning this task to be accomplished through a review of the firewall rulesets, or a configuration review of the servers providing the services?

- a) If a review of the firewall rulesets is expected, what type of firewall(s) (make/model) is in scope and how many total rules?
 - b) If you would prefer a configuration review of the servers, how many servers are in scope and what type / OS are the servers?
- 55) Regarding main bullet 2 of section 5.13.1: How many devices are connected to the 'internet' County network?
- a) What are the types of devices connected to the 'internet' County network?
- 56) Regarding main bullet 2 of section 5.13.1, sub-bullet 7: The Intrusion Prevention System stated here, is it a network-based IPS or a host-based IPS?
- a) If network, what type of IPS is it (make/model)?
- 57) In reference to "Complete network and server security assessment" requirement, provide count of live IP's that are to be considered in-scope for this assessment.
- 58) In reference to "Perform an collection of software specifics for all devices connected to 'internet' County network" requirement, What does this mean for the vendor? Please elaborate.
- 59) In reference to "Provide recommendations of best practice based on review of software inventory collected" requirement, what does this mean for the vendor? Please elaborate.

- 60) In reference to “Verify that enterprise risk is minimized through application of patches and updates” requirement, what does this mean for the vendor? Is the County asking for identification of missing patches, or application of missing patches?
- 61) In reference to “Confirm that security best practices and procedures are implemented and followed” requirement, what does this mean for the vendor? ‘Best practices’ as defined by who, the county or consultant?
- 62) In reference to “Assessment of externally exposed network access points” requirement, please define ‘exposed network access points’ and provide a count of live IP’s that are to be considered in-scope for this assessment.
- 63) In reference to “Assess and test the security of the County wireless networks” requirement, how many physical sites are to be considered in-scope for this portion of the assessment?

Please refer to question 17.

- a) How many authorized county wireless networks are to be considered in-scope for this portion of the assessment?
- 64) In reference to “Confirm that physical security to the MDF and IDF rooms is appropriate” requirement, How many physical sites are to be considered in-scope for this portion of the assessment?
- 65) In reference to “Analysis of IT staffing allocations, by FTE count and required skill levels, are sufficient to meet the required/recommended levels to maintain the existing network and mitigate any found deficiencies” requirement, how many physical sites need to be visited and how many interviews need to be conducted?

- 66) In reference to “Discover any sensitive data that is leaving the County network, by installing and collecting data from a DLP (Data Loss Prevention) sensor during the assessment” requirement, The County is requesting a DLP solution to be deployed, network monitoring, and report findings, is this correct?
- a) How does the County expect this to be done as part of this engagement?
 - b) Who is going to select a DLP solution?
 - c) Who will deploy it?
 - d) How will it be configured?
 - e) Does the County have a classification policy?
 - f) How will DLP be ‘trained’?
- 67) In reference to “Perform analysis of log data of outbound Internet traffic (via firewall and Internet content filter) to identify risks associated with, but not limited to;” requirement, what type of log data will the consultants be reviewing? Is it currently centralized to a single location?
- 68) In reference to “Discover use of privileged accounts on the network, based on available logs” requirement, what type of log data will the consultants be reviewing? Is it currently centralized to a single location?
- 69) In reference to “Analysis of existing documented County policy, and technical procedures, that support the County’s goal of addressing (where applicable) the Top 20 Critical Security controls and Analysis to include recommendations of policy,

and procedure edits, or introductions, needed to support this goal” requirements, How many documents (policies, procedures, etc.) need to be reviewed?

Please refer to question number 8.

70) How many external hosts are in scope for the testing (IP count)

71) How many websites / applications are in scope for the external review

72) Vendor always performs unauthenticated testing of apps, but will this include Authenticated testing or not

a) If authenticated, how many user levels will we test for each application

b) How many pages for each app (static / dynamic)

c) Are there web services in use with each application

73) What language are the applications coded in

74) Any third party or commercial applications included in scope. If so does the entity have permission to audit the application

75) Please confirm the expectations for the DLP solution.

76) What additional details can the County provide about the single CTF system so the vendor can scope the effort of attacking that system?

a) Will the vendor have to search for this system or will the County just point us at a black box and say go?

b) Are there any restrictions?

77) When will the testing be performed (business hours, afterhours, overnights, weekends)

78) Please clarify the County's expectations on the physical security review of the MDF /IDF rooms being there is no social engineering, and confirm that the County is not expecting the vendor to gain access to the room.



PRE-PROPOSAL SIGN-IN SHEET

| | | | |
|---------------------|---|----------------------|-------------------------------------|
| Project: | RFP 2016-137, IT Security Audit | Meeting Date: | Friday, February 26, 2016 at 9:30am |
| Facilitator: | Courtney Wilkerson - Collin County Purchasing | Place/Room: | Collin County IT Conference Room |

| Name | Company | Phone | E-Mail |
|-----------------------|---------------------------|--------------|----------------------------------|
| ✓ Jon Tidwell | Collin County | | |
| ✓ Harry Wilson | E-TECHNOLOGY LINK | 469-219-2634 | HWILSON@E-TECHLINK.COM |
| ✓ Jeff Alinch (phone) | netforce | | |
| ✓ Jon Sonnen (phone) | SHI | | |
| ✓ Jon Haros (phone) | SHI | | |
| ✓ Randy Guin (phone) | SHI | | |
| ✓ Kyle Sharp | SIRIUS Computer Solut. | 440-225-4410 | Kyle.Sharp@SiriusCom.com |
| ✓ Mike Huls | SIRIUS Computer Solutions | 817-265-5893 | MIKE.HULS@SIRIUSCOM.COM |
| ✓ Chris Bogan | Mark III Systems | 214-494-9311 | bogan@markiiisys.com |
| ✓ Chris Wilkinson | Crowe Horwath | 214 777 5200 | chris.wilkinson@crowehorwath.com |
| ✓ Michael Breeson | IT | | |
| ✓ Patrick Robbins | ATEE | 972 342 4733 | PR3775@ate.com |
| ✓ Ken Robbins | ATEE | 972-249 5221 | KR2376@ate.com |
| ✓ Tom Bishop | SIRIUS COMPUTER SOLU | 214-448-0502 | Tom.Bishop@SiriusCom.com |

| | | | |
|--------------------------|------------------------------|-------------------------------|----------------------------|
| ✓ FABIO FALANGA | LoneSTAR GROUP | 214-557-1975 | ffalanga@lsgtx.com |
| ✓ ROB COOPER | CDWG | 214.517.8901 | robcoo@cdw.com |
| ✓ JEREMY DOUCET | CDWG | 972-206-7303 | jeremy.doucet@cdw.com |
| ✓ MIKE HURN | SIRIUS | 817 205 5093 | mike.hurn@Siriuscom.com |
| ✓ Ruben Z. Sombrevero | LoneStar Group | 214- 967 -966-3804 | RSombrevero@lsgtx.com |
| ✓ JIM BARTON (phone) | CLA (Clinton, Larson, Allen) | | |
| ✓ Randy RomeS (phone) | CLA (Clinton, Larson, Allen) | | |
| ✓ David Anderson (phone) | CLA (Clinton, Larson, Allen) | | |
| ✓ Josh Chin (phone) | Netforce | | |
| ✓ Lucas Moore (phone) | Crane Horwath | | |
| ✓ Amir Ashigali | INSIGHT | 469-667-9720 | aamir.ashigali@insight.com |
| ✓ Steve Graney | CC IT | | |
| ✓ Courtney Wilkerson | CC Purchasing | | |



COLLIN COUNTY

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

ADDENDUM No. Three (3)

**IT Security Audit
RFP No. 2016-137**

Effective: March 7, 2016

You are hereby directed to make changes to the Request for Proposal in accordance with the attached information:

Extend Bid End Date to: Thursday, March 17, 2016 at 2:00p.m.

Please note all other terms, conditions, specifications drawings, etc. remain unchanged.

Sincerely,
Michalyn Rains CPPO, CPPB
Purchasing Agent



COLLIN COUNTY

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

ADDENDUM No. FOUR (4)

**IT Security Audit
RFP No. 2016-137**

Effective: March 14, 2016

You are hereby directed to make changes to the Request for Proposal in accordance with the attached information:

Extend Bid End Date to: Thursday, March 24, 2016 at 2:00p.m.

Please note all other terms, conditions, specifications drawings, etc. remain unchanged.

Sincerely,
Michalyn Rains CPPO, CPPB
Purchasing Agent



COLLIN COUNTY

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

ADDENDUM No. FIVE (5)

IT Security Audit RFP No. 2016-137

Effective: March 16, 2016

You are hereby directed to make changes to the Request for Proposal in accordance with the attached information:

Delete:

Specifications

Replace with:

Specifications (Revised 2) (Changes made in red)

Delete:

Attachment A, Questions & Answers

Replace with:

Attachment A, Questions & Answers (Revised)

Please note all other terms, conditions, specifications drawings, etc. remain unchanged.

Sincerely,
Michalyn Rains CPPO, CPPB
Purchasing Agent

4.0 EVALUATION CRITERIA AND FACTORS

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

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

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

Level 1 - Conformance with Mandatory Technical Requirements

Criteria assessed during Level 1:

- The Offeror's professional personnel have received adequate continuing professional education within the preceding two years.
- The Offeror's has no conflict of interest with regard to any other work performed by the Offeror for Collin County.
- The Offeror's adheres to the instructions in this request for proposals on preparing and submitting the proposal.

The first part of the elevation process is to validate the completeness of the proposal and ensure that all the RFP guidelines and submittal requirements are met. Those offerors who do not meet all the requirements for the RFP may, at the discretion of the County, be contacted to submit the missing information within two business days. Incomplete or noncompliant RFPs may be disqualified.

Level 2 – Detailed Proposal Assessment

The Evaluation Committee will conduct a detailed assessment of all proposals elevated to this Level. Criteria evaluated in Level 2:

Technical Qualifications (Maximum Points - 80)

Expertise and Experience (Maximum Points- 40)

Technical experience of the Offeror to include, but not limited to:

- Recent auditing of local governments.
- Similar auditing, of the type under consideration, during the last three years.
- References.
- Classification of staff (including consultant) to be assigned to the audit. Education, including continuing education courses taken during the past two years, Certifications, position in the Offeror, and years and types of experiences will be considered.

Determination of the following from information submitted:

- Qualifications of the audit team.
- Supervision to be exercised over the audit team by the Offeror's management.

Size and structure of the Offeror to include, but not limited to:

- Capability to meet the services required.
- Additional skills and services.

Meeting IT Audit Business Requirements (Maximum Points 40)

Responsiveness of the proposal in clearly stating an understanding of the work to be performed to include, but not limited to:

- IT Audit coverage.
- Realistic time estimates of each major segment of the work plan and the estimated number of hours for each staff level, including consultants assigned.
- Documentation – hard and soft copies
- Workflow diagrams where applied

Offerors who score 56 points (70%) and above will be elevated to the next evaluation level.

Level 3-Cost

| Points | Description |
|---------------|--------------------|
| 20 | Cost |

Offerors who are elevated to this level will have cost added to their score.

Level 4 –Best and Final Offer

Offerors who are susceptible of receiving award will be elevated to Level 4 for Best and Final Offer. 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 will be re-evaluated based upon Criteria in level 2.

Based on the result of the Best and Final Offer evaluation, a single offeror 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 bids and enter into negotiations with them.

5.0 SPECIAL CONDITIONS AND SCOPE OF SERVICES

- 5.1 Authorization: By order of the Commissioners' Court of Collin County, Texas sealed proposals will be received for **IT Security Audit**.
- 5.2 Intent of Request for Proposal: Collin County's intent of this Request for Proposal (RFP) and resulting contract is to provide offerors with sufficient information to prepare a proposal for comprehensive technical security audit of information technology infrastructure and resources.
- 5.3 Term: Provide for a term contract commencing on the date of the award and continuing until project is complete.
- 5.4 Pre-Proposal Conference: A pre-proposal conference will be conducted by Collin County on Friday, February 26, 2016 at 9:30 a.m. at 2300 Bloomdale Road, Suite 3207, McKinney, TX 75071 in the I.T. Conference Room. This is to provide an opportunity for all interested vendors to ask questions. All prospective offerors are requested to have a representative present. It is the offeror's responsibility to review documents to gain a full understanding of the requirements of the RFP. There will be a telephone conference available for the pre-proposal conference, interested vendors may begin calling on 02/26/2016 at 9:15 a.m. CST, by dialing (972) 547-1833.
- 5.5 Funding: Funds for payment have been provided through the County budgetary process. State of Texas statutes prohibit the County from any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that arise past the end of the current Collin County fiscal year shall be subject to budget approval.
- 5.6 Price Reduction: If during the life of the contract, the vendor's net prices to other customers under the same terms and conditions for items/services awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Collin County.
- 5.7 Completion/Response Time: Contractor shall place product(s) and/or complete services at the County's designated location within the number of calendar days according to the schedule proposed by offeror in section 6.6.
- 5.8 Delivery/Setup/Installation Location: Locations for delivery and installation will be stated on the Collin County Purchase Order(s). Delivery shall include assembly, setup and installation and shall be included in proposal. Below is the address for work to be completed.

- 5.9 Testing: Testing may be performed at the request of Collin County, by an agent so designated, without expense to Collin County.
- 5.10 Samples/Demos: When requested, samples/demos shall be furnished free of expense to Collin County.
- 5.11 Background Check: All Contractor employees that will be working on site or by VPN shall pass a criminal background check performed by Collin County before any work may be performed. The selected offeror shall be provided the required documents to submit required information for background checks.

5.12 **PROPOSAL SCHEDULE**

| | |
|--|--------------------------------------|
| RFP released: | February 16, 2016 |
| Pre-Proposal Conference: | February 26, 2016 at 9:30a.m. |
| Deadline for submission of contractor questions: | March 4, 2016 at 5:00p.m. |
| Proposals due: | March 24, 2016 at 2:00p.m. |
| Award of Contract: | July 2016 |
| Effective date of contract: | Upon award |

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

5.13 **PURPOSE**

Collin County, Texas (hereafter referred to as the “County”) seeks proposals for a comprehensive technical security audit of information technology infrastructure and resources. The County data systems are the heart of County business and audits are necessary to ensure that the IT department operates on a solid foundation. The County views the security assessment and audit as an essential tool to maintain network health, uncover possible vulnerabilities in our voice and data architecture and identify mitigation strategies. The County requires a qualified vendor to perform a complete security audit and assessment. Respondents must have a proven history of successfully completing similar services and functionality for other counties, municipalities, and governmental entities. The County will require that the vendor has acquired the appropriate tools and the required technical certified expertise to aid the County in developing and maintaining a higher degree of threat analysis and prevention for internal and external threats. The scope for this effort, identified in greater detail later in this document, includes:

- Complete network and server security assessment
- Threat analysis and prevention

- Assessment of externally exposed network access points
- Intrusion detection and prevention
- Network account access and security

5.13.1 SCOPE OF WORK

The scope of the audit and analysis engagement, with respect to both the data and voice networks, includes:

- Review the county IT infrastructure from an external perspective through the firewalls to check for intrusion issues and deficiencies
 - Investigate DMZ environment for vulnerabilities
 - Perform non-destructive penetration test of any external identified vulnerabilities to measure ease of exploitation to compromise County systems
 - Verify that external facing services are implemented securely following industry standard best practices
 - Includes servers, connections to third party services and ancillary networks utilized to fulfill the scope of County services
- Complete network and server security assessment
 - Perform an collection of software specifics for all devices connected to ‘internet’ County network
 - Provide recommendations of best practice based on review of software inventory collected
 - Verify that enterprise risk is minimized through application of patches and updates
 - Confirm that security best practices and procedures are implemented and followed
 - Verification of anti-virus protection and appropriate security update installation and provide recommendations on current trends in endpoint security
 - Verify password protection is appropriate to protect county systems from password hacking attempts via performing a brute force cracking attempt of the current Active Directory infrastructure
 - Review configuration of Intrusion Prevention System, and threat notification systems, and provide recommendations of adjustments to meet best practices
- Assessment of externally exposed network access points
 - Verify that public facing systems, servers, web pages, etc. are appropriately secure
- Assess and test the security of the County wireless networks
 - Inspect the wireless networks for common vulnerabilities

- Provide recommendations to improve security with the wireless networks
- Provide recommendations about existing wireless networks with respect to industry best practices
- Confirm that physical security to the MDF and IDF rooms is appropriate
- Analysis of IT staffing allocations, by FTE count and required skill levels, are sufficient to meet the required/recommended levels to maintain the existing network and mitigate any found deficiencies
 - Analysis to include training program recommendations to mitigate skill level deficiencies in order to implement any audit recommendations
 - Analysis shall take into consideration the security tools approved for purchase in the current fiscal year, to determine proper staffing allocations
- Discover any sensitive data that is leaving the County network, by installing and collecting data from a DLP (Data Loss Prevention) sensor during the assessment
- Perform analysis of log data of outbound Internet traffic (via firewall and Internet content filter) to identify risks associated with, but not limited to;
 - Use of County managed social media sites
 - Cloud based file sharing sites
- Assess the use of privileged accounts within the County network
 - Discover any accounts with non-expiring passwords
 - Create a matrix of account with administrative rights across two bodies
 - All County servers (inventory to be provided by County)
 - Detailed sampling of 50 end user workstations (inventory to be provided by Count)
 - Discover use of privileged accounts on the network, based on available logs
 - Identify privileged accounts most actively being used
 - Identify source network device privileged accounts are being used from
 - Identify destination target host privileged accounts are accessing
- Analysis of existing documented County policy, and technical procedures, that support the County's goal of addressing (where applicable) the Top 20 Critical Security controls
- Analysis to include recommendations of policy, and procedure edits, or introductions, needed to support this goal

The County anticipates that the assessment will be divided into three sections; the first section includes interviewing key personnel, the second section involves evaluating the networked resources via discovery tools and the final section involves using vulnerability analysis tools to probe networked resources and attempt to gain access to resources from both inside and outside the network.

During the interview phase the vendor will meet with key technology personnel and facilitate discussions to gain a better understanding of the technology infrastructure. Checklists need to be provided by the vendor technology staff before the on-site interviews so that staff members may be prepared to answer interview questions. During the personnel interviews the following items should be considered but the conversation should not be limited only to these topics:

- Network configurations, architecture and security
- Server configurations, architecture and security
- Storage systems configuration, architecture and security
- Security controls
- User access security
- Intrusion detection and remediation

During the final phase of the on-site security audit, the vendor will perform vulnerability assessments from within and without the organization using various monitoring, auditing and security cracking tools to assess the security of the county systems. Tests of the perimeter systems will also need to be performed against the public facing components of the county network. Open ports are to be discovered, probed for access and any information, along results of the probes, should be recorded and used as the basis for a suggested mitigation plan. The vendor should use a combination of invasive and non-invasive tools to detect any weaknesses in the network and servers. Invasive tests will require coordination with County technology management to provide an estimated time frame in which the tests may be conducted. The outcome of the final phase should be a log of any deficiencies along with recommended mitigation plans and strategies.

5.13.1.1 PROJECT DELIVERABLES

Upon completion of the interviews and assessment activities the vendor will compile and present a detailed report on the security findings. Preliminary discoveries of network and server weaknesses,

including architectural or configuration liabilities, and any policy or procedural deficiencies discovered as a result of the review in terms of risk will be included in the comprehensive report. An analysis of the effectiveness of internal network and server controls in preventing unauthorized access will also need to be provided. Analysis of vulnerabilities, along with recommendations on correcting the vulnerability, will also need to be detailed in the report.

| DELIVERABLES | DESCRIPTION |
|---------------------------------|--|
| Hard Copy Documentation | |
| Executive Summary | <ul style="list-style-type: none"> • Summarized version of the detailed report |
| Initial External Assessment | <ul style="list-style-type: none"> • Assessment of externally exposed systems and found vulnerabilities |
| Detailed Report | <ul style="list-style-type: none"> • Internal and external risk analysis and recommendations • Physical security review of network and security policies • Server and storage operations analysis and recommendations • Comprehensive vulnerabilities assessment and mitigation plan |
| Electronic Documentation | |
| Executive Summary | <ul style="list-style-type: none"> • Electronic version of printed report |
| Detailed Report | <ul style="list-style-type: none"> • Electronic version of printed report • Presentation materials of detailed report |
| Vulnerability Report | <ul style="list-style-type: none"> • Electronic version of the vulnerabilities assessment and mitigation plan |
| Six Month Follow-up | |
| Follow-up | <ul style="list-style-type: none"> • Facilitate an on-site follow-up with county staff six months after the delivery of the reports • Document the follow-up meeting |

6.0 PROPOSAL FORMAT

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

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

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

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

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

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

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

6.2 **FIRM OVERVIEW**

Offeror is requested to define the overall structure of the Firm to include the following:

- 6.2.1 A descriptive background of your company's history.
- 6.2.2 State your principal business location and any other service locations.
- 6.2.3 What is your primary line of business?
- 6.2.4 How long have you been selling product(s) and/or providing service(s)?
- 6.2.5 State the number and locations of where your products/services are in use.

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

6.3.1 Offeror is requested to provide qualifications as well as experience information on Offeror's key personnel.

6.4 **PROPOSED PROJECT**

6.4.1 Offeror is requested to identify the proposed services to include but not limited to the following areas:

6.4.1.1 Describe Work Plan for the project based upon the scope of work in Section 5.13.1.

6.5 REFERENCES

6.5.1 Offeror is requested to include at least five (5) references with names, addresses, telephone numbers and e-mail addresses. Preferred references would be those where similar applications have been put in place.

6.6 TIME SCHEDULE

6.6.1 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.

6.7 PRICING/FEES

6.7.1 Provide an explanation of the total cost of the service(s) showing a breakdown by item. Be sure to include all items necessary to render project complete and operational.

6.7.2 State Not to Exceed Travel Costs.

6.7.3 State Cost for 6 month follow up meeting.

6.8 OTHER PROJECTS INVOLVED WITH

6.8.1 Offeror is requested to provide a list of other projects that you are currently involved with or will be involved with.

6.9 SCOPE OF WORK

6.9.1 Offeror shall provide a response for each of the requirements in section 5.13.1.

Questions & Answers:

- 1) In reference to the “*Confirm that physical security to the MDF and IDF rooms is appropriate*” requirement, will this only be a review of physical security of the MDF, or is a social engineering test expected?

Physical controls only. Social Engineering is out of scope for this RFP.

- 2) In reference to the “*Discover any sensitive data that is leaving the County network, by installing and collecting data from a DLP (Data Loss Prevention) sensor during the assessment*” requirement... Does the County have an appliance in mind or in place for data loss prevention?

No we do not a solution in place, nor a preference. Our desire is to understand where our risks for data loss are. Today, we expect email is our primary leak point, but we look forward to any additional loss vectors found during the audit, that we can apply to improving our posture for standards we are measured against (HIPAA, CJIS, PCI, etc...)

- 3) In reference to the “*Discover any sensitive data that is leaving the County network, by installing and collecting data from a DLP (Data Loss Prevention) sensor during the assessment*” requirement... Do you have a time period in mind for DLP?

We expect the overall engagement will last longer than 30 days, and that County business cycle repeat on that timetable, so a 30 day snapshot of traffic for DLP analysis should suffice. If an offeror has proven results of a shorter time window, it should be explained in the submission. The County will take shorter windows into consideration.

- 4) Is the County expecting a full report of vulnerabilities of all 1800 entities on the network, or is a snapshot acceptable?

Snapshots are acceptable. The County has point in time reports from previous assessments. We are most interested in understanding the quantity of devices on our network. Recommendations on courses of action for software issues that require remediation can be made based on a snapshot of findings.

The County expects approximately 1800 entities will be found, with about 200 of those being servers.

- 5) In the RFP specifications you mention mapping top 20 critical security controls, is the top 20 more of a guideline or would you prefer an analysis that's more in depth?

We would prefer an in depth analysis to map to the Top 20 Critical Controls. CIS Version 6.

- 6) What is something that the previous provider did really well that you don't want taken away?

The previous provider provided solid insight into employee behaviors, based on their technical findings. Specifically the analysis of password findings of both our end users and service accounts.

- 7) Is there anything that the previous provider did that you would have wanted to occur differently?

This assessment will have more clearly defined rules of engagement for our tests, especially the controlled pen test. Our biggest takeaway from the previous assessment is that at least one County employee, like the IT Security Officer, needs to be informed of all actions that will be taken as part of testing.

- 8) In regards to the "*Analysis of existing documented County policy, and technical procedures,*" requirement how many pages of reading can the offeror expect to have to perform as part of the assessment?

Currently, approximate 20-30 pages of documentation for a 'security policy' will be available to be reviewed. Our expectation, is that a recommendation of gaps will be presented based on that documentation review, preferable prioritized for the County to plan implementation of new policy and procedure.

- 9) Commissioners Court committed to project?

Yes, the Commissioners Court is sent updates on a regular basis. The IT Security Officer presents updates of Security posture. Additionally, the funds for a security assessment are now part of the yearly base budget, approved by The Court.

10) How long has SIEM been in place?

SIEM has been actively monitored for 1 year. We would like to know if we are collecting data and parsing as we should. We believe that environment is one of our better manicured toolsets, based on a vendor visit for 5 days in late 2015. To that point, an offeror with a partnership with whatever might be our weakest environment, that could offer follow up consulting services, would definitely be noted during proposal review.

11) Physical assessment-MDF and IDF only ones addressed in specifications. Anything else we are at risk for?

Yes. IT will work on putting something together and provide to the selected offeror, for other physically restricted areas that should be reviewed.

12) Where is the County at with SOC operations?

Our IT Security Administrator is operating as the SOC currently. The County is in the process of providing more security knowledge to our operations team. This is an excellent question, and part of the driver for the creation of the *'Analysis of IT staffing allocations...'* requirement.

13) In terms of Data exfiltration, is the County looking to determine what is leaving or technical enforcement of what leaves?

Both. However, more value will be placed on the findings of what is leaving.

14) In terms of the physical access control system, is the system The County is using managed by IT? If so, will we have access to this?

The system is centrally managed. It is not all managed by IT. However, we can gain access if needed. The County will provide a report, listing priority access points to be reviewed, along with those that can pass through those access points. It should be noted, that the County considers recommendation on attestation practices of the physical access system as very valuable information in the final report.

15) Is the IT Security Administrator-the firewall engineer, the manipulator, or the advisor?

The advisor.

16) How large is The County's network team?

Helpdesk- 3 employees

Security team- 2 employees

Network primary- 2

Infrastructure team- 5-6 employees

Technicians-5 or 6 employees

17) For the Wireless Assessment. How many physical facilities will be in scope?

3 facilities, the Admin Building, Courthouse and Sheriff's Office.

18) Once an offeror has been selected, Will IT provide a list of inventories The County has or plans to use?

Yes, we will provide this information, as deemed applicable to this years assessment, to selected offeror during kickoff meeting.

19) Is the County currently using an anti-virus solution?

Yes. And as with all security toolsets, the County values findings on actual coverage of these tools against our asset base. The County would also value recommendations of toolsets based on industry trends.

20) Any major infrastructure upgrade plans?

Yes, we will provide this information to selected offeror during kickoff meeting. The County will also provide insight into security related tools that will be acquired during this fiscal year, for the offeror to reference in reporting.

21) What if the vendor provides pricing for an item that is not needed in the proposal?

If the vendor chooses to provide multiple solutions it shall be listed as an alternate. Refer to Section 6.7.1 Pricing in the specifications for more

information. NOTE: Pricing will only be evaluated for those who are elevated to level 3.

22) Is The County open to awarding this project to multiple vendors?

The County's preference is to award to one vendor.

23) For the controlled pent test, does the system in question have a dedicated IP space, or reside on a shared web front end?

Dedicated.

a) What is a part of the last assessment?

Yes. A vulnerability assessment was performed.

b) Should emphasis of testing be Internal or external, take into account any pivoting?

The County should be able to learn everything that needs to be known from testing, from an internally sourced test of this system. Pivoting is not a primary concern based on network architecture. The County is open to turning on/off perimeter controls to gauge their effectiveness in protecting the system in question.

24) For the controlled pent test, is the county interest in testing authenticated or unauthenticated connections?

Both.

25) Will the data from previous assessment be available to selected offeror?

The County is open to providing this information to the selected offeror during the recommendation phase, on an as needed basis.

26) Does the County place higher value on actual findings or closure of findings?

The actual findings themselves. We learned from our last assessment that purchases needed to be made to remediate some of the mass findings, and it is expected that the same will occur in this year's audit.

27) Wireless network penetration test? Also centrally managed?

Yes and we will test based upon 3 sites (1 Admin, 1 Courthouse, and 1 Sheriff)

28) Is the 911 operations tied into Sheriff Office building?

It is a separate system. Testing of that network is not necessary. We can provide IP space, for exclusion of testing tools.

29) In Section 5.13 and 5.13.1 of the specifications it states voice architecture and voice networks. These are the only statements throughout the specifications that discuss voice networks is this supposed to be a part of the RFP or is it a typo?

Please refer to Addendum No. 2, Specifications (Revised), eliminating voice architecture and voice networks.

30) What is the total number of locations in scope, and their geographic region(s)?

3. All in McKinney, Texas.

31) What is the total number of external (Internet routed) IP addresses in scope and use?

Approximately 40.

32) What is the total number of internal IP Addresses in scope and use?

An estimated 1800.

33) What is the total number of wireless access points in scope and their locations?

Approximately 250 across three physical locations.

34) Are all servers, appliances considered in scope for security testing? If no, enter only those in scope below. Note that any servers/appliances hosted by a third party will require approval.

All devices with the IP address are in scope for identification and vulnerability scanning. Any penetration testing will be performed in a controlled manner, of County owned assets only.

35) Total Number of End-Point Systems:

Approximately 1600

36) Total Number of Internal Servers in Scope:

Approximately 200

37) Total Number of Network Devices In Scope (Including FW's, Switches, Routers, and Include the Vendors for these devices, e.g. Cisco, Juniper, etc.):

Approximately 1800

38) Types of Operating Systems run on servers and end-points:

Primarily Microsoft Windows based, with an approximately 200 Apple iOS devices (tablets and phones) that could be detected in a network sweep for assets/endpoints.

39) Number and Type of Mobile Devices with Access to the internal network. (Any BYOD?)

BYOD is technically possible. The County does not currently have an estimate of mobile devices connecting to the internal wireless network.

40) How many Firewall Devices are in scope for this effort, and approximately how many rules in total?

Two sets of firewall pairs, total approximately 750 rules.

41) How many Security Policies are in scope as part of this effort for the documentation review?

The County currently enforces 3 policies that are intended to be enveloped into a larger Information Security Policy, and would like recommendations on current gaps, with advice on priority of addressing the identified documentation gaps.

42) How many facilities and what types of facilities are in scope for the physical security assessment, if beyond the MDF and IDF rooms?

The scope of this assessment will focus on three locations; Admin building, courthouse and Sheriff's office.

43) What security and privacy compliance requirements, outside of PCI and CJIS, is the County governed by?

HIPPA, as well.

44) Does the County have a data classification scheme in place today?

No.

45) Is the goal of the policy assessment to evaluate implementation of the policy or determine policy gaps against SANS Top 20 Critical Security Controls or both?

Determine gaps.

46) How many staff in IT?

62

47) How many staff support security?

3

48) Regarding the external penetration test, what is the total IP address space to be assessed (i.e.: 512 addresses, 1024 addresses, etc.) and how many anticipated live devices are on the external facing perimeter. Approximate percentage of total IP space is fine (i.e.: 1024 addresses, approximately 50% assigned).

Estimated 256 addresses, that have approx. 25% assigned.

49) How does main bullet point 3 of section 5.13.1 materially differ from the first main bullet point in section 5.13.1? A reader could interpret these as both being addressed with the penetration test. If that is not the customers intention, please explain your desired activities/deliverables for the third main bullet.

In review, the County has noted there is not a difference. Enumerating vulnerabilities in the first bullet point, will satisfy the third main bullet point of 5.13.1.

50) Regarding main bullet point 4 of section 5.13.1, is this task envisioned as a wireless penetration test or as more of a wireless network configuration review activity? Both?

Both.

51) How many locations have wireless access installed that would be in scope for testing?

Please refer to question 34.

a) Approximately how large are the sites?

The Courthouse is roughly 170,000 square feet. The other two locations are smaller.

b) Are all wireless access points controlled/configured from a central controller?

Yes.

c) What is the wireless platform deployed (Aruba, cisco, etc.)?

Cisco

52) Regarding main bullet point 8 of section 5.13.1, how much log data in Gigabytes is there to be reviewed?

Roughly 30GB

a) Is it all in one location/system currently (i.e.: Splunk instance) or what that data need to be collected as part of this task?

The log data currently resides in the web content filter.

b) How far back in time is the vendor requested to search and is there a desire for this to be an ongoing exercise throughout the duration of the engagement, or even beyond?

We expect 30 days will suffice, covering most business cycles for the County. However, if a vendor has proven success using a smaller time window, we are open to that recommendation.

53) Regarding main bullet point 9 of section 5.13.1, how many servers are in scope and what platforms / OS versions are included in that mix?

About 200. All Windows OS.

54) Regarding main bullet 1 of section 5.13.1, sub-bullet 3: Are you envisioning this task to be accomplished through a review of the firewall rulesets, or a configuration review of the servers providing the services?

Both, but primarily a review of server configuration.

- a) If a review of the firewall rulesets is expected, what type of firewall(s) (make/model) is in scope and how many total rules?

Two pairs of firewall sets, with 750 rules total.

- b) If you would prefer a configuration review of the servers, how many servers are in scope and what type / OS are the servers?

About 10 that are publicly facing. Windows based.

- 55) Regarding main bullet 2 of section 5.13.1: How many devices are connected to the 'internet' County network?

See question 59.

- a) What are the types of devices connected to the 'internet' County network?

WAF, IPS, Threat management platform, internet facing web servers, etc...

- 56) Regarding main bullet 2 of section 5.13.1, sub-bullet 7: The Intrusion Prevention System stated here, is it a network-based IPS or a host-based IPS?

Network.

- a) If network, what type of IPS is it (make/model)?

McAfee NSM

- 57) In reference to "Complete network and server security assessment" requirement, provide count of live IP's that are to be considered in-scope for this assessment.

See question 63.

- 58) In reference to "Perform an collection of software specifics for all devices connected to 'internet' County network" requirement, What does this mean for the vendor? Please elaborate.

The expectation of this bullet point, is a collection of software revision levels for all devices outside of the County firewall, roughly 20.

- 59) In reference to "Provide recommendations of best practice based on review of software inventory collected" requirement, what does this mean for the vendor? Please elaborate.

In our external environment, we're looking for recommendation on components missing, additions we should add to improve our posture, etc...

- 60) In reference to "Verify that enterprise risk is minimized through application of patches and updates" requirement, what does this mean for the vendor? Is the County asking for identification of missing patches, or application of missing patches?

Identification

- 61) In reference to "Confirm that security best practices and procedures are implemented and followed" requirement, what does this mean for the vendor? 'Best practices' as defined by who, the county or consultant?

Consultant

- 62) In reference to "Assessment of externally exposed network access points" requirement, please define 'exposed network access points' and provide a count of live IP's that are to be considered in-scope for this assessment.

256 public IP's. approx. 25% used.

- 63) In reference to "Assess and test the security of the County wireless networks" requirement, how many physical sites are to be considered in-scope for this portion of the assessment?

Please refer to question 17.

- a) How many authorized county wireless networks are to be considered in-scope for this portion of the assessment?

Three.

- 64) In reference to "Confirm that physical security to the MDF and IDF rooms is appropriate" requirement, How many physical sites are to be considered in-scope for this portion of the assessment?

Three.

- 65) In reference to "Analysis of IT staffing allocations, by FTE count and required skill levels, are sufficient to meet the required/recommended levels to maintain the existing network and mitigate any found deficiencies" requirement, how many physical sites need to be visited and how many interviews need to be conducted?

Two physical sites. Roughly 15-20 employees.

66) In reference to “Discover any sensitive data that is leaving the County network, by installing and collecting data from a DLP (Data Loss Prevention) sensor during the assessment” requirement, The County is requesting a DLP solution to be deployed, network monitoring, and report findings, is this correct?

a) How does the County expect this to be done as part of this engagement?

The County will provide a network span port (or equivalent) at the edge of the network, for a vendor provide DLP sensor to utilize.

b) Who is going to select a DLP solution?

The vendor.

c) Who will deploy it?

This will be a joint effort. The County will provide network, and physical, support. The Vendor is expected to provide the sensor and manage it.

d) How will it be configured?

Per the recommendations of the vendor.

e) Does the County have a classification policy?

No.

f) How will DLP be ‘trained’?

The County would like a report on ‘standard’ types of data that might be leaking. Social security numbers, credit card numbers, etc...

67) In reference to “Perform analysis of log data of outbound Internet traffic (via firewall and Internet content filter) to identify risks associated with, but not limited to;” requirement, what type of log data will the consultants be reviewing? Is it currently centralized to a single location?

The log data is on not currently centralized. One thing the County is hoping to understand, is how to correlate existing data from those sources to identify data loss, in case a DLP solution cannot be budgeted in the near future.

68) In reference to “Discover use of privileged accounts on the network, based on available logs” requirement, what type of log data will the consultants be reviewing? Is it currently centralized to a single location?

Primarily Active Directory security logs. To note, most of the list data is collected in the County SIEM.

- 69) In reference to “Analysis of existing documented County policy, and technical procedures, that support the County’s goal of addressing (where applicable) the Top 20 Critical Security controls and Analysis to include recommendations of policy, and procedure edits, or introductions, needed to support this goal” requirements, How many documents (policies, procedures, etc.) need to be reviewed?

Please refer to question number 8.

- 70) How many external hosts are in scope for the testing (IP count)

Estimated 256 addresses, that have approx. 25% assigned

- 71) How many websites / applications are in scope for the external review

Roughly 8 publicly facing web applications for vulnerability enumeration.

- 72) Vendor always performs unauthenticated testing of apps, but will this include Authenticated testing or not

- a) If authenticated, how many user levels will we test for each application

The County’s primary interest is in unauthenticated testing.

- b) How many pages for each app (static / dynamic)

Approx. 10

- c) Are there web services in use with each application

Yes.

- 73) What language are the applications coded in

Primarily .net and C#.

- 74) Any third party or commercial applications included in scope. If so does the entity have permission to audit the application.

Nothing that isn’t owned by the County will be tested.

- 75) Please confirm the expectations for the DLP solution.

See answer 67-F.

76) What additional details can the County provide about the single CTF system so the vendor can scope the effort of attacking that system?

It is a web facing application, which gives it the priority it has. The County will accept testing from the internal network, if that is more convenient for the vendor.

a) Will the vendor have to search for this system or will the County just point us at a black box and say go?

The County will point the vendor to the black box and say 'go'.

b) Are there any restrictions?

Restrictions will be primarily based on any actions that might affect availability of the black box system.

77) When will the testing be performed (business hours, afterhours, overnights, weekends)

Afterhours for technical testing of the Internet facing environment.

78) Please clarify the County's expectations on the physical security review of the MDF /IDF rooms being there is no social engineering, and confirm that the County is not expecting the vendor to gain access to the room.

There is not an expectation of the vendor gaining access to any IDF rooms. The physical security review is intended to produce recommendations such as; upgrades to the system to 'modernize' that infrastructure; process improvement for provisioning, and maintaining, physical access; etc...

79) How many internet (publicly) routable IPs are in scope for the external network/host penetration test?

Estimated 256 addresses, that have approx. 25% assigned

80) Do you have IDS/IPS in place? If so, does it actively deny/block suspected attacks?

Yes. And yes. This is one technology the County has prioritized to learn of any configuration gaps against industry best practices.

81) Do you have a Web Application Firewall in place?

Yes.

82) Do you have any other perimeter security controls in place that we should be aware of (i.e. white-listing, etc.)?

All information related to this question is covered throughout the document. Please review all questions and answers.

83) Please provide the list of external IPs that are in scope for testing.

The County has two full class C's of public addressing space to be tested, that will be provided during project kickoff.

84) What facilities in scope for wireless testing? (Sites by address)

See question 86.

85) Please provide address(es) for all facilities that are in scope for wireless testing.

Admin Building – 2300 Bloomdale Road, McKinney, TX 75070

Courthouse – 2100 Bloomdale Road, McKinney, TX 75070

Sheriff's Office - 4300 Community Ave. McKinney, TX 75071

86) How many Custom Web Applications are in the external network? (*Custom, bespoke, or highly modified code only – Commercial off the shelf, e.g., JD Edwards/ Business Objects or System Administration Interfaces, are not considered custom code.*)

8.

87) Do these applications require credentials or some type of personally identifying data to access application functionality?

No.

88) If yes above, how many different roles are supported by the application? Please identify the role and type of access achieved by an authenticated user of that role.

N/A

89) Will application testing be done in the production environment or in a test/staging environment? Application testing can be done in test/staging if the code instance in this environment is a duplicate of the code in production.

Primary testing will be done in the production environment.

90) Do you have an active Web Application Firewall (WAF) in place? If yes, you likely meet requirement 6.6. If no, we may be required to perform a credentialed application vulnerability scan of each application in scope.

As part of our layered security approach, yes we do have a WAF in place. Exclusion rules can be put in place, to allow testing traffic through during the assessment.

91) Please provide application information using the table in Appendix A below. Feel free to duplicate the table for each application in scope for testing.

There are an estimate 8 applications externally facing to tested.

92) Can all testing be performed during “normal” business hours (6am Eastern - 6pm Pacific Monday – Friday)?

No.

93) Number of Servers in scope:

Estimate 200.

94) Number of Network devices in scope:

Approximately 150 network devices.

95) Number of physical buildings in scope:

3 facilities, the Admin Building, Courthouse and Sheriff’s Office.

a) List building site addresses:

See question 86.

96) Is the 6 months penetration testing required to validate vulnerabilities have been remediated?

No.

97) How many IT staff need to be interviewed?

15-20

98) Which server operating systems are within the scope of inventoried devices?

Windows for client/server OS's. Cisco network devices.

99) Number of applications in scope? (estimated)

Roughly 8 web applications.

100) Vendor assumes that remediation activities will be provided by the County and or others? Vendor can provide a remediation quote as part of the deliverables.

That is a correct assumption on remediation responsibility. The County would value, and consider, any quotes submitted for remediation.

101) Site address for the county data center?

See question 86.

102) Types of Network Firewalls by manufacture?

Cisco ASA.

103) How many (and or estimated) wireless access points are in scope as a part of the audit?

See question 34.



COLLIN COUNTY

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

ADDENDUM No. SIX (6)

IT Security Audit RFP No. 2016-137

Effective: March 21, 2016

You are hereby directed to make changes to the Request for Proposal in accordance with the attached information:

Delete:

Specifications

Replace with:

Specifications (Revised 3) (Changes made in red)

Delete:

Attachment A, Questions & Answers

Replace with:

Attachment A, Questions & Answers (Revised 2) (Changes made in red)

Please note all other terms, conditions, specifications drawings, etc. remain unchanged.

Sincerely,
Michalyn Rains CPPO, CPPB
Purchasing Agent

4.0 EVALUATION CRITERIA AND FACTORS

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

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

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

Level 1 - Conformance with Mandatory Technical Requirements

Criteria assessed during Level 1:

- The Offeror's professional personnel have received adequate continuing professional education within the preceding two years.
- The Offeror's has no conflict of interest with regard to any other work performed by the Offeror for Collin County.
- The Offeror's adheres to the instructions in this request for proposals on preparing and submitting the proposal.

The first part of the elevation process is to validate the completeness of the proposal and ensure that all the RFP guidelines and submittal requirements are met. Those offerors who do not meet all the requirements for the RFP may, at the discretion of the County, be contacted to submit the missing information within two business days. Incomplete or noncompliant RFPs may be disqualified.

Level 2 – Detailed Proposal Assessment

The Evaluation Committee will conduct a detailed assessment of all proposals elevated to this Level. Criteria evaluated in Level 2:

Technical Qualifications (Maximum Points - 80)

Expertise and Experience (Maximum Points- 40)

Technical experience of the Offeror to include, but not limited to:

- Recent auditing of local governments.
- Similar auditing, of the type under consideration, during the last three years.
- References.
- Classification of staff (including consultant) to be assigned to the audit. Education, including continuing education courses taken during the past two years, Certifications, position in the Offeror, and years and types of experiences will be considered.

Determination of the following from information submitted:

- Qualifications of the audit team.
- Supervision to be exercised over the audit team by the Offeror's management.

Size and structure of the Offeror to include, but not limited to:

- Capability to meet the services required.
- Additional skills and services.

Meeting IT Audit Business Requirements (Maximum Points 40)

Responsiveness of the proposal in clearly stating an understanding of the work to be performed to include, but not limited to:

- IT Audit coverage.
- Realistic time estimates of each major segment of the work plan and the estimated number of hours for each staff level, including consultants assigned.
- Documentation – hard and soft copies
- Workflow diagrams where applied

Offerors who score 56 points (70%) and above will be elevated to the next evaluation level.

Level 3-Cost

| Points | Description |
|---------------|--------------------|
| 20 | Cost |

Offerors who are elevated to this level will have cost added to their score.

Level 4 –Best and Final Offer

Offerors who are susceptible of receiving award will be elevated to Level 4 for Best and Final Offer. 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 will be re-evaluated based upon Criteria in level 2.

Based on the result of the Best and Final Offer evaluation, a single offeror 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 bids and enter into negotiations with them.

5.0 SPECIAL CONDITIONS AND SCOPE OF SERVICES

- 5.1 Authorization: By order of the Commissioners' Court of Collin County, Texas sealed proposals will be received for **IT Security Audit**.
- 5.2 Intent of Request for Proposal: Collin County's intent of this Request for Proposal (RFP) and resulting contract is to provide offerors with sufficient information to prepare a proposal for comprehensive technical security audit of information technology infrastructure and resources.
- 5.3 Term: Provide for a term contract commencing on the date of the award and continuing until project is complete.
- 5.4 Pre-Proposal Conference: A pre-proposal conference will be conducted by Collin County on Friday, February 26, 2016 at 9:30 a.m. at 2300 Bloomdale Road, Suite 3207, McKinney, TX 75071 in the I.T. Conference Room. This is to provide an opportunity for all interested vendors to ask questions. All prospective offerors are requested to have a representative present. It is the offeror's responsibility to review documents to gain a full understanding of the requirements of the RFP. There will be a telephone conference available for the pre-proposal conference, interested vendors may begin calling on 02/26/2016 at 9:15 a.m. CST, by dialing (972) 547-1833.
- 5.5 Funding: Funds for payment have been provided through the County budgetary process. State of Texas statutes prohibit the County from any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that arise past the end of the current Collin County fiscal year shall be subject to budget approval.
- 5.6 Price Reduction: If during the life of the contract, the vendor's net prices to other customers under the same terms and conditions for items/services awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Collin County.
- 5.7 Completion/Response Time: Contractor shall place product(s) and/or complete services at the County's designated location within the number of calendar days according to the schedule proposed by offeror in section 6.6.
- 5.8 Delivery/Setup/Installation Location: Locations for delivery and installation will be stated on the Collin County Purchase Order(s). Delivery shall include assembly, setup and installation and shall be included in proposal. Below is the address for work to be completed.

- 5.9 Testing: Testing may be performed at the request of Collin County, by an agent so designated, without expense to Collin County.
- 5.10 Samples/Demos: When requested, samples/demos shall be furnished free of expense to Collin County.
- 5.11 Background Check: All Contractor employees that will be working on site or by VPN shall pass a criminal background check performed by Collin County before any work may be performed. The selected offeror shall be provided the required documents to submit required information for background checks.

5.12 **PROPOSAL SCHEDULE**

| | |
|--|--------------------------------------|
| RFP released: | February 16, 2016 |
| Pre-Proposal Conference: | February 26, 2016 at 9:30a.m. |
| Deadline for submission of contractor questions: | March 4, 2016 at 5:00p.m. |
| Proposals due: | March 24, 2016 at 2:00p.m. |
| Award of Contract: | July 2016 |
| Effective date of contract: | Upon award |

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

5.13 **PURPOSE**

Collin County, Texas (hereafter referred to as the “County”) seeks proposals for a comprehensive technical security audit of information technology infrastructure and resources. The County data systems are the heart of County business and audits are necessary to ensure that the IT department operates on a solid foundation. The County views the security assessment and audit as an essential tool to maintain network health, uncover possible vulnerabilities in our voice and data architecture and identify mitigation strategies. The County requires a qualified vendor to perform a complete security audit and assessment. Respondents must have a proven history of successfully completing similar services and functionality for other counties, municipalities, and governmental entities. The County will require that the vendor has acquired the appropriate tools and the required technical certified expertise to aid the County in developing and maintaining a higher degree of threat analysis and prevention for internal and external threats. The scope for this effort, identified in greater detail later in this document, includes:

- Complete network and server security assessment
- Threat analysis and prevention

- Assessment of externally exposed network access points
- Intrusion detection and prevention
- Network account access and security

5.13.1 SCOPE OF WORK

The scope of the audit and analysis engagement, with respect to both the data and voice networks, includes:

- Review the county IT infrastructure from an external perspective through the firewalls to check for intrusion issues and deficiencies
 - Investigate DMZ environment for vulnerabilities
 - Perform non-destructive penetration test of any external identified vulnerabilities to measure ease of exploitation to compromise County systems
 - Verify that external facing services are implemented securely following industry standard best practices
 - Includes servers, connections to third party services and ancillary networks utilized to fulfill the scope of County services
- Complete network and server security assessment
 - Perform an collection of software specifics for all devices connected to ‘internet’ County network
 - Provide recommendations of best practice based on review of software inventory collected
 - Verify that enterprise risk is minimized through application of patches and updates
 - Confirm that security best practices and procedures are implemented and followed
 - Verification of anti-virus protection and appropriate security update installation and provide recommendations on current trends in endpoint security
 - Verify password protection is appropriate to protect county systems from password hacking attempts via performing a brute force cracking attempt of the current Active Directory infrastructure
 - Review configuration of Intrusion Prevention System, and threat notification systems, and provide recommendations of adjustments to meet best practices
- Assessment of externally exposed network access points
 - Verify that public facing systems, servers, web pages, etc. are appropriately secure
- Assess and test the security of the County wireless networks
 - Inspect the wireless networks for common vulnerabilities

- Provide recommendations to improve security with the wireless networks
- Provide recommendations about existing wireless networks with respect to industry best practices
- Confirm that physical security to the MDF and IDF rooms is appropriate
- Analysis of IT staffing allocations, by FTE count and required skill levels, are sufficient to meet the required/recommended levels to maintain the existing network and mitigate any found deficiencies
 - Analysis to include training program recommendations to mitigate skill level deficiencies in order to implement any audit recommendations
 - Analysis shall take into consideration the security tools approved for purchase in the current fiscal year, to determine proper staffing allocations
- Discover any sensitive data that is leaving the County network, by installing and collecting data from a DLP (Data Loss Prevention) sensor during the assessment
- Perform analysis of log data of outbound Internet traffic (via firewall and Internet content filter) to identify risks associated with, but not limited to;
 - Use of County managed social media sites
 - Cloud based file sharing sites
- Assess the use of privileged accounts within the County network
 - Discover any accounts with non-expiring passwords
 - Create a matrix of account with administrative rights across two bodies
 - All County servers (inventory to be provided by County)
 - Detailed sampling of 50 end user workstations (inventory to be provided by Count)
 - Discover use of privileged accounts on the network, based on available logs
 - Identify privileged accounts most actively being used
 - Identify source network device privileged accounts are being used from
 - Identify destination target host privileged accounts are accessing
- Analysis of existing documented County policy, and technical procedures, that support the County's goal of addressing (where applicable) the Top 20 Critical Security controls
- Analysis to include recommendations of policy, and procedure edits, or introductions, needed to support this goal

The County anticipates that the assessment will be divided into three sections; the first section includes interviewing key personnel, the second section involves evaluating the networked resources via discovery tools and the final section involves using vulnerability analysis tools to probe networked resources and attempt to gain access to resources from both inside and outside the network.

During the interview phase the vendor will meet with key technology personnel and facilitate discussions to gain a better understanding of the technology infrastructure. Checklists need to be provided by the vendor technology staff before the on-site interviews so that staff members may be prepared to answer interview questions. During the personnel interviews the following items should be considered but the conversation should not be limited only to these topics:

- Network configurations, architecture and security
- Server configurations, architecture and security
- Storage systems configuration, architecture and security
- Security controls
- User access security
- Intrusion detection and remediation

During the final phase of the on-site security audit, the vendor will perform vulnerability assessments from within and without the organization using various monitoring, auditing and security cracking tools to assess the security of the county systems. Tests of the perimeter systems will also need to be performed against the public facing components of the county network. Open ports are to be discovered, probed for access and any information, along results of the probes, should be recorded and used as the basis for a suggested mitigation plan. The vendor should use a combination of invasive and non-invasive tools to detect any weaknesses in the network and servers. Invasive tests will require coordination with County technology management to provide an estimated time frame in which the tests may be conducted. The outcome of the final phase should be a log of any deficiencies along with recommended mitigation plans and strategies.

5.13.1.1 PROJECT DELIVERABLES

Upon completion of the interviews and assessment activities the vendor will compile and present a detailed report on the security findings. Preliminary discoveries of network and server weaknesses,

including architectural or configuration liabilities, and any policy or procedural deficiencies discovered as a result of the review in terms of risk will be included in the comprehensive report. An analysis of the effectiveness of internal network and server controls in preventing unauthorized access will also need to be provided. Analysis of vulnerabilities, along with recommendations on correcting the vulnerability, will also need to be detailed in the report.

| DELIVERABLES | DESCRIPTION |
|---------------------------------|--|
| Hard Copy Documentation | |
| Executive Summary | <ul style="list-style-type: none"> • Summarized version of the detailed report |
| Initial External Assessment | <ul style="list-style-type: none"> • Assessment of externally exposed systems and found vulnerabilities |
| Detailed Report | <ul style="list-style-type: none"> • Internal and external risk analysis and recommendations • Physical security review of network and security policies • Server and storage operations analysis and recommendations • Comprehensive vulnerabilities assessment and mitigation plan |
| Electronic Documentation | |
| Executive Summary | <ul style="list-style-type: none"> • Electronic version of printed report |
| Detailed Report | <ul style="list-style-type: none"> • Electronic version of printed report • Presentation materials of detailed report |
| Vulnerability Report | <ul style="list-style-type: none"> • Electronic version of the vulnerabilities assessment and mitigation plan |
| Six Month Follow-up | |
| Follow-up | <ul style="list-style-type: none"> • Facilitate an on-site follow-up with county staff six months after the delivery of the reports • Document the follow-up meeting |

6.0 PROPOSAL FORMAT

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

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

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

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

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

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

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

6.2 **FIRM OVERVIEW**

Offeror is requested to define the overall structure of the Firm to include the following:

- 6.2.1 A descriptive background of your company's history.
- 6.2.2 State your principal business location and any other service locations.
- 6.2.3 What is your primary line of business?
- 6.2.4 How long have you been selling product(s) and/or providing service(s)?
- 6.2.5 State the number and locations of where your products/services are in use.

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

6.3.1 Offeror is requested to provide qualifications as well as experience information on Offeror's key personnel.

6.4 **PROPOSED PROJECT**

6.4.1 Offeror is requested to identify the proposed services to include but not limited to the following areas:

6.4.1.1 Describe Work Plan for the project based upon the scope of work in Section 5.13.1.

6.5 REFERENCES

6.5.1 Offeror is requested to include at least five (5) references with names, addresses, telephone numbers and e-mail addresses. Preferred references would be those where similar applications have been put in place.

6.6 TIME SCHEDULE

6.6.1 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 CST). Weekend and after hours work will not be permitted, with the exception of technical testing of systems that might negatively affect availability.

6.7 PRICING/FEES

6.7.1 Provide an explanation of the total cost of the service(s) showing a breakdown by item. Be sure to include all items necessary to render project complete and operational.

6.7.2 State Not to Exceed Travel Costs.

6.7.3 State Cost for 6 month follow up meeting.

6.8 OTHER PROJECTS INVOLVED WITH

6.8.1 Offeror is requested to provide a list of other projects that you are currently involved with or will be involved with.

6.9 SCOPE OF WORK

6.9.1 Offeror shall provide a response for each of the requirements in section 5.13.1.

Questions & Answers:

- 1) In reference to the “*Confirm that physical security to the MDF and IDF rooms is appropriate*” requirement, will this only be a review of physical security of the MDF, or is a social engineering test expected?

Physical controls only. Social Engineering is out of scope for this RFP.

- 2) In reference to the “*Discover any sensitive data that is leaving the County network, by installing and collecting data from a DLP (Data Loss Prevention) sensor during the assessment*” requirement... Does the County have an appliance in mind or in place for data loss prevention?

No we do not a solution in place, nor a preference. Our desire is to understand where our risks for data loss are. Today, we expect email is our primary leak point, but we look forward to any additional loss vectors found during the audit, that we can apply to improving our posture for standards we are measured against (HIPAA, CJIS, PCI, etc...)

- 3) In reference to the “*Discover any sensitive data that is leaving the County network, by installing and collecting data from a DLP (Data Loss Prevention) sensor during the assessment*” requirement... Do you have a time period in mind for DLP?

We expect the overall engagement will last longer than 30 days, and that County business cycle repeat on that timetable, so a 30 day snapshot of traffic for DLP analysis should suffice. If an offeror has proven results of a shorter time window, it should be explained in the submission. The County will take shorter windows into consideration.

- 4) Is the County expecting a full report of vulnerabilities of all 1800 entities on the network, or is a snapshot acceptable?

Snapshots are acceptable. The County has point in time reports from previous assessments. We are most interested in understanding the quantity of devices on our network. Recommendations on courses of action for software issues that require remediation can be made based on a snapshot of findings.

The County expects approximately 1800 entities will be found, with about 200 of those being servers.

- 5) In the RFP specifications you mention mapping top 20 critical security controls, is the top 20 more of a guideline or would you prefer an analysis that's more in depth?

We would prefer an in depth analysis to map to the Top 20 Critical Controls. CIS Version 6.

- 6) What is something that the previous provider did really well that you don't want taken away?

The previous provider provided solid insight into employee behaviors, based on their technical findings. Specifically the analysis of password findings of both our end users and service accounts.

- 7) Is there anything that the previous provider did that you would have wanted to occur differently?

This assessment will have more clearly defined rules of engagement for our tests, especially the controlled pen test. Our biggest takeaway from the previous assessment is that at least one County employee, like the IT Security Officer, needs to be informed of all actions that will be taken as part of testing.

- 8) In regards to the "*Analysis of existing documented County policy, and technical procedures,*" requirement how many pages of reading can the offeror expect to have to perform as part of the assessment?

Currently, approximate 20-30 pages of documentation for a 'security policy' will be available to be reviewed. Our expectation, is that a recommendation of gaps will be presented based on that documentation review, preferable prioritized for the County to plan implementation of new policy and procedure.

- 9) Commissioners Court committed to project?

Yes, the Commissioners Court is sent updates on a regular basis. The IT Security Officer presents updates of Security posture. Additionally, the funds for a security assessment are now part of the yearly base budget, approved by The Court.

10) How long has SIEM been in place?

SIEM has been actively monitored for 1 year. We would like to know if we are collecting data and parsing as we should. We believe that environment is one of our better manicured toolsets, based on a vendor visit for 5 days in late 2015. To that point, an offeror with a partnership with whatever might be our weakest environment, that could offer follow up consulting services, would definitely be noted during proposal review.

11) Physical assessment-MDF and IDF only ones addressed in specifications. Anything else we are at risk for?

Yes. IT will work on putting something together and provide to the selected offeror, for other physically restricted areas that should be reviewed.

12) Where is the County at with SOC operations?

Our IT Security Administrator is operating as the SOC currently. The County is in the process of providing more security knowledge to our operations team. This is an excellent question, and part of the driver for the creation of the *'Analysis of IT staffing allocations...'* requirement.

13) In terms of Data exfiltration, is the County looking to determine what is leaving or technical enforcement of what leaves?

Both. However, more value will be placed on the findings of what is leaving.

14) In terms of the physical access control system, is the system The County is using managed by IT? If so, will we have access to this?

The system is centrally managed. It is not all managed by IT. However, we can gain access if needed. The County will provide a report, listing priority access points to be reviewed, along with those that can pass through those access points. It should be noted, that the County considers recommendation on attestation practices of the physical access system as very valuable information in the final report.

15) Is the IT Security Administrator-the firewall engineer, the manipulator, or the advisor?

The advisor.

16) How large is The County's network team?

Helpdesk- 3 employees

Security team- 2 employees

Network primary- 2

Infrastructure team- 5-6 employees

Technicians-5 or 6 employees

17) For the Wireless Assessment. How many physical facilities will be in scope?

3 facilities, the Admin Building, Courthouse and Sheriff's Office.

18) Once an offeror has been selected, Will IT provide a list of inventories The County has or plans to use?

Yes, we will provide this information, as deemed applicable to this years assessment, to selected offeror during kickoff meeting.

19) Is the County currently using an anti-virus solution?

Yes. And as with all security toolsets, the County values findings on actual coverage of these tools against our asset base. The County would also value recommendations of toolsets based on industry trends.

20) Any major infrastructure upgrade plans?

Yes, we will provide this information to selected offeror during kickoff meeting. The County will also provide insight into security related tools that will be acquired during this fiscal year, for the offeror to reference in reporting.

21) What if the vendor provides pricing for an item that is not needed in the proposal?

If the vendor chooses to provide multiple solutions it shall be listed as an alternate. Refer to Section 6.7.1 Pricing in the specifications for more

information. NOTE: Pricing will only be evaluated for those who are elevated to level 3.

22) Is The County open to awarding this project to multiple vendors?

The County's preference is to award to one vendor.

23) For the controlled pent test, does the system in question have a dedicated IP space, or reside on a shared web front end?

Dedicated.

a) What is a part of the last assessment?

Yes. A vulnerability assessment was performed.

b) Should emphasis of testing be Internal or external, take into account any pivoting?

The County should be able to learn everything that needs to be known from testing, from an internally sourced test of this system. Pivoting is not a primary concern based on network architecture. The County is open to turning on/off perimeter controls to gauge their effectiveness in protecting the system in question.

24) For the controlled pent test, is the county interest in testing authenticated or unauthenticated connections?

Both.

25) Will the data from previous assessment be available to selected offeror?

The County is open to providing this information to the selected offeror during the recommendation phase, on an as needed basis.

26) Does the County place higher value on actual findings or closure of findings?

The actual findings themselves. We learned from our last assessment that purchases needed to be made to remediate some of the mass findings, and it is expected that the same will occur in this year's audit.

27) Wireless network penetration test? Also centrally managed?

Yes and we will test based upon 3 sites (1 Admin, 1 Courthouse, and 1 Sheriff)

28) Is the 911 operations tied into Sheriff Office building?

It is a separate system. Testing of that network is not necessary. We can provide IP space, for exclusion of testing tools.

29) In Section 5.13 and 5.13.1 of the specifications it states voice architecture and voice networks. These are the only statements throughout the specifications that discuss voice networks is this supposed to be a part of the RFP or is it a typo?

Please refer to Addendum No. 2, Specifications (Revised), eliminating voice architecture and voice networks.

30) What is the total number of locations in scope, and their geographic region(s)?

3. All in McKinney, Texas.

31) What is the total number of external (Internet routed) IP addresses in scope and use?

Approximately 40.

32) What is the total number of internal IP Addresses in scope and use?

An estimated 1800.

33) What is the total number of wireless access points in scope and their locations?

Approximately 250 across three physical locations.

34) Are all servers, appliances considered in scope for security testing? If no, enter only those in scope below. Note that any servers/appliances hosted by a third party will require approval.

All devices with the IP address are in scope for identification and vulnerability scanning. Any penetration testing will be performed in a controlled manner, of County owned assets only.

35) Total Number of End-Point Systems:

Approximately 1600

36) Total Number of Internal Servers in Scope:

Approximately 200

37) Total Number of Network Devices In Scope (Including FW's, Switches, Routers, and Include the Vendors for these devices, e.g. Cisco, Juniper, etc.):

Approximately 1800

38) Types of Operating Systems run on servers and end-points:

Primarily Microsoft Windows based, with an approximately 200 Apple iOS devices (tablets and phones) that could be detected in a network sweep for assets/endpoints.

39) Number and Type of Mobile Devices with Access to the internal network. (Any BYOD?)

BYOD is technically possible. The County does not currently have an estimate of mobile devices connecting to the internal wireless network.

40) How many Firewall Devices are in scope for this effort, and approximately how many rules in total?

Two sets of firewall pairs, total approximately 750 rules.

41) How many Security Policies are in scope as part of this effort for the documentation review?

The County currently enforces 3 policies that are intended to be enveloped into a larger Information Security Policy, and would like recommendations on current gaps, with advice on priority of addressing the identified documentation gaps.

42) How many facilities and what types of facilities are in scope for the physical security assessment, if beyond the MDF and IDF rooms?

The scope of this assessment will focus on three locations; Admin building, courthouse and Sheriff's office.

43) What security and privacy compliance requirements, outside of PCI and CJIS, is the County governed by?

HIPPA, as well.

44) Does the County have a data classification scheme in place today?

No.

45) Is the goal of the policy assessment to evaluate implementation of the policy or determine policy gaps against SANS Top 20 Critical Security Controls or both?

Determine gaps.

46) How many staff in IT?

62

47) How many staff support security?

3

48) Regarding the external penetration test, what is the total IP address space to be assessed (i.e.: 512 addresses, 1024 addresses, etc.) and how many anticipated live devices are on the external facing perimeter. Approximate percentage of total IP space is fine (i.e.: 1024 addresses, approximately 50% assigned).

Estimated 256 addresses, that have approx. 25% assigned.

49) How does main bullet point 3 of section 5.13.1 materially differ from the first main bullet point in section 5.13.1? A reader could interpret these as both being addressed with the penetration test. If that is not the customers intention, please explain your desired activities/deliverables for the third main bullet.

In review, the County has noted there is not a difference. Enumerating vulnerabilities in the first bullet point, will satisfy the third main bullet point of 5.13.1.

50) Regarding main bullet point 4 of section 5.13.1, is this task envisioned as a wireless penetration test or as more of a wireless network configuration review activity? Both?

Both.

51) How many locations have wireless access installed that would be in scope for testing?

Please refer to question 34.

a) Approximately how large are the sites?

The Courthouse is roughly 170,000 square feet. The other two locations are smaller.

b) Are all wireless access points controlled/configured from a central controller?

Yes.

c) What is the wireless platform deployed (Aruba, cisco, etc.)?

Cisco

52) Regarding main bullet point 8 of section 5.13.1, how much log data in Gigabytes is there to be reviewed?

Roughly 30GB

a) Is it all in one location/system currently (i.e.: Splunk instance) or what that data need to be collected as part of this task?

The log data currently resides in the web content filter.

b) How far back in time is the vendor requested to search and is there a desire for this to be an ongoing exercise throughout the duration of the engagement, or even beyond?

We expect 30 days will suffice, covering most business cycles for the County. However, if a vendor has proven success using a smaller time window, we are open to that recommendation.

53) Regarding main bullet point 9 of section 5.13.1, how many servers are in scope and what platforms / OS versions are included in that mix?

About 200. All Windows OS.

54) Regarding main bullet 1 of section 5.13.1, sub-bullet 3: Are you envisioning this task to be accomplished through a review of the firewall rulesets, or a configuration review of the servers providing the services?

Both, but primarily a review of server configuration.

- a) If a review of the firewall rulesets is expected, what type of firewall(s) (make/model) is in scope and how many total rules?

Two pairs of firewall sets, with 750 rules total.

- b) If you would prefer a configuration review of the servers, how many servers are in scope and what type / OS are the servers?

About 10 that are publicly facing. Windows based.

- 55) Regarding main bullet 2 of section 5.13.1: How many devices are connected to the 'internet' County network?

See question 59.

- a) What are the types of devices connected to the 'internet' County network?

WAF, IPS, Threat management platform, internet facing web servers, etc...

- 56) Regarding main bullet 2 of section 5.13.1, sub-bullet 7: The Intrusion Prevention System stated here, is it a network-based IPS or a host-based IPS?

Network.

- a) If network, what type of IPS is it (make/model)?

McAfee NSM

- 57) In reference to "Complete network and server security assessment" requirement, provide count of live IP's that are to be considered in-scope for this assessment.

See question 63.

- 58) In reference to "Perform an collection of software specifics for all devices connected to 'internet' County network" requirement, What does this mean for the vendor? Please elaborate.

The expectation of this bullet point, is a collection of software revision levels for all devices outside of the County firewall, roughly 20.

- 59) In reference to "Provide recommendations of best practice based on review of software inventory collected" requirement, what does this mean for the vendor? Please elaborate.

In our external environment, we're looking for recommendation on components missing, additions we should add to improve our posture, etc...

- 60) In reference to "Verify that enterprise risk is minimized through application of patches and updates" requirement, what does this mean for the vendor? Is the County asking for identification of missing patches, or application of missing patches?

Identification

- 61) In reference to "Confirm that security best practices and procedures are implemented and followed" requirement, what does this mean for the vendor? 'Best practices' as defined by who, the county or consultant?

Consultant

- 62) In reference to "Assessment of externally exposed network access points" requirement, please define 'exposed network access points' and provide a count of live IP's that are to be considered in-scope for this assessment.

256 public IP's. approx. 25% used.

- 63) In reference to "Assess and test the security of the County wireless networks" requirement, how many physical sites are to be considered in-scope for this portion of the assessment?

Please refer to question 17.

- a) How many authorized county wireless networks are to be considered in-scope for this portion of the assessment?

Three.

- 64) In reference to "Confirm that physical security to the MDF and IDF rooms is appropriate" requirement, How many physical sites are to be considered in-scope for this portion of the assessment?

Three.

- 65) In reference to "Analysis of IT staffing allocations, by FTE count and required skill levels, are sufficient to meet the required/recommended levels to maintain the existing network and mitigate any found deficiencies" requirement, how many physical sites need to be visited and how many interviews need to be conducted?

Two physical sites. Roughly 15-20 employees.

66) In reference to “Discover any sensitive data that is leaving the County network, by installing and collecting data from a DLP (Data Loss Prevention) sensor during the assessment” requirement, The County is requesting a DLP solution to be deployed, network monitoring, and report findings, is this correct?

a) How does the County expect this to be done as part of this engagement?

The County will provide a network span port (or equivalent) at the edge of the network, for a vendor provide DLP sensor to utilize.

b) Who is going to select a DLP solution?

The vendor.

c) Who will deploy it?

This will be a joint effort. The County will provide network, and physical, support. The Vendor is expected to provide the sensor and manage it.

d) How will it be configured?

Per the recommendations of the vendor.

e) Does the County have a classification policy?

No.

f) How will DLP be ‘trained’?

The County would like a report on ‘standard’ types of data that might be leaking. Social security numbers, credit card numbers, etc...

67) In reference to “Perform analysis of log data of outbound Internet traffic (via firewall and Internet content filter) to identify risks associated with, but not limited to;” requirement, what type of log data will the consultants be reviewing? Is it currently centralized to a single location?

The log data is on not currently centralized. One thing the County is hoping to understand, is how to correlate existing data from those sources to identify data loss, in case a DLP solution cannot be budgeted in the near future.

68) In reference to “Discover use of privileged accounts on the network, based on available logs” requirement, what type of log data will the consultants be reviewing? Is it currently centralized to a single location?

Primarily Active Directory security logs. To note, most of the list data is collected in the County SIEM.

- 69) In reference to “Analysis of existing documented County policy, and technical procedures, that support the County’s goal of addressing (where applicable) the Top 20 Critical Security controls and Analysis to include recommendations of policy, and procedure edits, or introductions, needed to support this goal” requirements, How many documents (policies, procedures, etc.) need to be reviewed?

Please refer to question number 8.

- 70) How many external hosts are in scope for the testing (IP count)

Estimated 256 addresses, that have approx. 25% assigned

- 71) How many websites / applications are in scope for the external review

Roughly 8 publicly facing web applications for vulnerability enumeration.

- 72) Vendor always performs unauthenticated testing of apps, but will this include Authenticated testing or not

- a) If authenticated, how many user levels will we test for each application

The County’s primary interest is in unauthenticated testing.

- b) How many pages for each app (static / dynamic)

Approx. 10

- c) Are there web services in use with each application

Yes.

- 73) What language are the applications coded in

Primarily .net and C#.

- 74) Any third party or commercial applications included in scope. If so does the entity have permission to audit the application.

Nothing that isn’t owned by the County will be tested.

- 75) Please confirm the expectations for the DLP solution.

See answer 67-F.

76) What additional details can the County provide about the single CTF system so the vendor can scope the effort of attacking that system?

It is a web facing application, which gives it the priority it has. The County will accept testing from the internal network, if that is more convenient for the vendor.

a) Will the vendor have to search for this system or will the County just point us at a black box and say go?

The County will point the vendor to the black box and say 'go'.

b) Are there any restrictions?

Restrictions will be primarily based on any actions that might affect availability of the black box system.

77) When will the testing be performed (business hours, afterhours, overnights, weekends)

Afterhours for technical testing of the Internet facing environment.

78) Please clarify the County's expectations on the physical security review of the MDF /IDF rooms being there is no social engineering, and confirm that the County is not expecting the vendor to gain access to the room.

There is not an expectation of the vendor gaining access to any IDF rooms. The physical security review is intended to produce recommendations such as; upgrades to the system to 'modernize' that infrastructure; process improvement for provisioning, and maintaining, physical access; etc...

79) How many internet (publicly) routable IPs are in scope for the external network/host penetration test?

Estimated 256 addresses, that have approx. 25% assigned

80) Do you have IDS/IPS in place? If so, does it actively deny/block suspected attacks?

Yes. And yes. This is one technology the County has prioritized to learn of any configuration gaps against industry best practices.

81) Do you have a Web Application Firewall in place?

Yes.

82) Do you have any other perimeter security controls in place that we should be aware of (i.e. white-listing, etc.)?

All information related to this question is covered throughout the document. Please review all questions and answers.

83) Please provide the list of external IPs that are in scope for testing.

The County has two full class C's of public addressing space to be tested, that will be provided during project kickoff.

84) What facilities in scope for wireless testing? (Sites by address)

See question 86.

85) Please provide address(es) for all facilities that are in scope for wireless testing.

Admin Building – 2300 Bloomdale Road, McKinney, TX 75070

Courthouse – 2100 Bloomdale Road, McKinney, TX 75070

Sheriff's Office - 4300 Community Ave. McKinney, TX 75071

86) How many Custom Web Applications are in the external network? (*Custom, bespoke, or highly modified code only – Commercial off the shelf, e.g., JD Edwards/ Business Objects or System Administration Interfaces, are not considered custom code.*)

8.

87) Do these applications require credentials or some type of personally identifying data to access application functionality?

No.

88) If yes above, how many different roles are supported by the application? Please identify the role and type of access achieved by an authenticated user of that role.

N/A

89) Will application testing be done in the production environment or in a test/staging environment? Application testing can be done in test/staging if the code instance in this environment is a duplicate of the code in production.

Primary testing will be done in the production environment.

90) Do you have an active Web Application Firewall (WAF) in place? If yes, you likely meet requirement 6.6. If no, we may be required to perform a credentialed application vulnerability scan of each application in scope.

As part of our layered security approach, yes we do have a WAF in place. Exclusion rules can be put in place, to allow testing traffic through during the assessment.

91) Please provide application information using the table in Appendix A below. Feel free to duplicate the table for each application in scope for testing.

There are an estimate 8 applications externally facing to tested.

92) Can all testing be performed during “normal” business hours (6am Eastern - 6pm Pacific Monday – Friday)?

Technical testing of systems that might negatively affect availability shall be performed after hours CST. Non-technical work such as staff interviews, reviews of system configurations & log data, can be conducted during CST business hours. The wireless testing can also be conducted during CST business hours.

93) Number of Servers in scope:

Estimate 200.

94) Number of Network devices in scope:

Approximately 150 network devices.

95) Number of physical buildings in scope:

3 facilities, the Admin Building, Courthouse and Sheriff’s Office.

a) List building site addresses:

See question 86.

96) Is the 6 months penetration testing required to validate vulnerabilities have been remediated?

No.

97) How many IT staff need to be interviewed?

15-20

98) Which server operating systems are within the scope of inventoried devices?

Windows for client/server OS's. Cisco network devices.

99) Number of applications in scope? (estimated)

Roughly 8 web applications.

100) Vendor assumes that remediation activities will be provided by the County and or others? Vendor can provide a remediation quote as part of the deliverables.

That is a correct assumption on remediation responsibility. The County would value, and consider, any quotes submitted for remediation.

101) Site address for the county data center?

See question 86.

102) Types of Network Firewalls by manufacture?

Cisco ASA.

103) How many (and or estimated) wireless access points are in scope as a part of the audit?

See question 34.

AI-41356

3.

Commissioners Court

Meeting Date: 04/04/2016

Sheriff's Forfeiture Fund Budget Amendment

Submitted For: Jeff May

Submitted By: Terry Rider

Department: Auditor

Request Type: FYI

Agenda Area: Ntfy/Bdgt Amendment

Information

Department Action

To notify Commissioners Court of Budget Amendment in the amount of \$9,000 for Sheriff's Office Forfeiture Fund for investigative expenses.

Purchasing Department Action

No action by Purchasing.

HR and/or IT Action

Budget Department Action

As per budget amendment attached in the amount of \$9,000 for investigative expenses. 036 - Drug Forfeiture Fund

Auditor's Office Action

Attached budget amendment has been processed.

Commissioners Court

Budget amendment in the amount of \$9,000 for investigative expenses from the Sheriff's Office Forfeiture Fund, Auditor.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Adjustment:

Amount Available: \$9,000

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1: 036-5013-640.87-02

Fund Transfers

Remarks:



COLLIN COUNTY

OFFICE OF COUNTY AUDITOR
2300 Bloomdale Road • Suite 3100
McKinney, Texas 75071
(972) 548-4731 • Metro (972) 424-1460
Fax (972) 548-4696

To: Commissioners Court

From: Jeff May

Date: March 21, 2016

Re: Transfer of Sheriff's Office Investigation Expense

This is notification to Commissioners Court of a budget amendment in the Sheriff's Forfeiture Fund for Investigative Expenses in the amount of \$9,000.

Sherrif's Office Forfeiture Fund

From:

Fund Balance

Account

036-0000-251.00-00

Amount

\$9,000.00

To:

Investigation Expense

036-5013-640.87-02

\$9,000.00

V-12777



AFFIDAVIT RECEIVED
COUNTY AUDITOR

15 OCT -6 AM 10:54

THE STATE OF TEXAS

THE COUNTY OF COLLIN

Date October 2, 2015 ✓

Fund Dept. 036 - 5013 - 640 ^{87 02} ~~87-02~~

Payable To Scotty Morrison (Criminal Investigation Section Supervisor)

Address Collin County Sheriff's Office

4300 Community Ave

McKinney, TX 75071

ENTERED

OCT 21 2015

| EXPLANATION | COLLIN COUNTY AUDITORS OFFICE |
|---|----------------------------------|
| <u>Transfer \$9,000.00 from Investigation Expense to cash on-hand for investigative expenses.</u> | <u>\$9,000.00</u> |

I, Rick Allen do hereby certify that the items explained above are due and payable; that all materials were actually delivered; that all labor was performed as stated; that all charges are reasonable and items were procured for county purposes only.

Signed *R. Allen*

Date 10-2-15

Jeffry May
County Auditor

Jeffry May

Date _____

AI-41362

4.

Commissioners Court

Meeting Date: 04/04/2016

FYI 2016 Budget Amendments (Adjustments)

Submitted By: Marie Chacon

Department: Budget/Finance

Request Type: FYI

Agenda Area: Ntfy/Bdgt Amendment

Information

Department Action

FYI Budget Amendments (Adjustments) over \$5,000, totaling \$7,200 per c/o 2005-589-08-01.

Purchasing Department Action

No action by Purchasing.

HR and/or IT Action

Budget Department Action

Budget adjustment in the amount of \$7,200 needed to replace a broken dishwasher.
507 - Animal Safety Fund

Auditor's Office Action

Funds available in the Animal Safety Fund. Budget amendment will be processed upon approval.

Commissioners Court

Budget Amendments (Adjustments) totaling \$7,200 (over \$5,000 per c/o 2005-589-08-01) to replace a broken dishwasher at the Animal Shelter, Budget.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Adjustment:

Amount Available: \$7,200

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1: 507-1010-645.90-08

Fund Transfers

Trans Amt: \$7,200

From: 507-1010-645.87-04

To: 507-1010-645.90-08 REPCAP

Dept. Name: Animal Shelter

Additional Line Items:

Remarks:

Attachments

Communication Letter

Budget Adjustment



COLLIN COUNTY

Budget & Finance
2300 Bloomdale Road
Suite 4100
McKinney, Texas 75071
www.collincountytx.gov

COURT COMMUNICATION ITEM

Item Description

Request approval of Budget Adjustments (Amendments) over \$5,000.

Background on Item

Budget adjustment needed to replace a broken dishwasher.

Financial Information

Budget adjustments/amendments totaling \$7,200

AI-41374

5.

Commissioners Court

Meeting Date: 04/04/2016

Voluntary Terminations

Submitted By: Delena David

Department: Human Resources

Request Type: HUMAN RESOURCES

Information

Department Action

Voluntary Terminations

Purchasing Department Action

HR and/or IT Action

Budget Department Action

Auditor's Office Action

Commissioners Court

Voluntary Terminations, Human Resources.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Adjustment:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Voluntary Terms

February Turnover

Voluntary Terminations February FY 2016

| Name | Department | Position | Date of Hire | Date of Termination | Years | Months | Reason |
|-----------------------------------|---------------------|-----------------------------|--------------|---------------------|-------|--------|-------------------|
| Health Services | | | | | | | |
| Bell, Adria | WIC | Nutritionist | 8/9/2011 | 2/19/2016 | 4 | 6 | Other Job Offer |
| Human Resources | | | | | | | |
| Bengochea, Shaira | Human Resources | HR Manager | 10/20/2015 | 2/10/2016 | 0 | 3 | Dissatisfaction |
| Road & Bridge | | | | | | | |
| Robertson, Devin | Equipment Services | Asset Management Technician | 4/17/2006 | 2/12/2016 | 9 | 9 | Retirement |
| Sheriff's Office | | | | | | | |
| Whitley, Cindy | Sheriff's Office | Dispatcher | 8/25/2015 | 2/1/2016 | 0 | 5 | Dissatisfaction |
| Murphy, Mary | Sheriff's Office | Deputy Sheriff | 4/18/1994 | 2/1/2016 | 21 | 9 | Retirement |
| Sheriff's Office Detention | | | | | | | |
| Hedrick, Glenn | Jail Operations | Detention Officer | 7/28/2014 | 2/13/2016 | 1 | 6 | Relocation |
| Perez, Veronica | Courthouse Security | Security Guard | 7/7/2015 | 2/18/2016 | 0 | 7 | Family Reasons |
| District Clerk | | | | | | | |
| Wagner, Amanda | District Clerk | Deputy District Clerk II | 12/22/2015 | 2/26/2016 | 0 | 2 | Leaving Workforce |
| District Attorney | | | | | | | |
| Neil, Judy | District Attorney | Felony Prosecutor | 5/23/2007 | 2/26/2016 | 8 | 9 | Retirement |
| Tax Assessor/Collector | | | | | | | |
| Johnson, Tiffany | Tax Assessor | Deputy Tax Clerk I | 9/24/2013 | 2/5/2016 | 2 | 4 | Family Reasons |
| Richter, Ruth | Tax Assessor | Deputy Tax Clerk II | 11/4/2002 | 2/26/2016 | 13 | 3 | Other Job Offer |

Involuntary Terminations: 0

Collin County Turnover Report

Fiscal Year 2016

| | | Oct. | Nov. | Dec. | Jan. | Feb. | Mar. | Apr. | May | June | Jul. | Aug. | Sept. | 2016 Projected | 2015 Annual |
|-------------------------------|---------------|------|-------|------|------|------|------|------|-----|------|------|------|-------|----------------|-------------|
| Turnover By Department | | | | | | | | | | | | | | | |
| Admin. Services | # Term | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | | | | | | | 0.0 | 0.0 |
| | Avg. EE | 8.0 | 8.0 | 8.0 | 8.0 | 8.0 | | | | | | | | 8.0 | 8.0 |
| | Turnover Rate | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | | | | | | | | | 0.0% |
| Health Services | # Term | 1.0 | 0.0 | 0.0 | 0.0 | 1.0 | | | | | | | | 4.8 | 14.0 |
| | Avg. EE | 55.0 | 56.0 | 57.0 | 57.0 | 56.0 | | | | | | | | 56.2 | 53.6 |
| | Turnover Rate | 1.8% | 0.0% | 0.0% | 0.0% | 1.8% | | | | | | | | 8.5% | 26.1% |
| Budget | # Term | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | | | | | | | 0.0 | 2.0 |
| | Avg. EE | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | | | | | | | | 12.0 | 12.3 |
| | Turnover Rate | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | | | | | | | | 0.0% | 16.3% |
| Human Resources | # Term | 0.0 | 0.0 | 0.0 | 0.0 | 1.0 | | | | | | | | 2.4 | 2.0 |
| | Avg. EE | 20.0 | 20.0 | 20.0 | 20.0 | 19.0 | | | | | | | | 19.8 | 19.4 |
| | Turnover Rate | 0.0% | 0.0% | 0.0% | 0.0% | 5.3% | | | | | | | | 12.1% | 10.3% |
| Veterans Service | # Term | 0.0 | 1.0 | 0.0 | 0.0 | 0.0 | | | | | | | | 2.4 | 0.0 |
| | Avg. EE | 3.0 | 2.0 | 2.0 | 3.0 | 3.0 | | | | | | | | 2.6 | 3.0 |
| | Turnover Rate | 0.0% | 50.0% | 0.0% | 0.0% | 0.0% | | | | | | | | 92.3% | 0.0% |
| IT | # Term | 0.0 | 0.0 | 0.0 | 1.0 | 0.0 | | | | | | | | 2.4 | 1.0 |
| | Avg. EE | 61.0 | 61.0 | 61.0 | 60.0 | 62.0 | | | | | | | | 61.0 | 58.8 |
| | Turnover Rate | 0.0% | 0.0% | 0.0% | 1.7% | 0.0% | | | | | | | | 3.9% | 1.7% |
| Highway Patrol | # Term | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | | | | | | | 0.0 | 0.0 |
| | Avg. EE | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | | | | | | | | 2.0 | 2.0 |
| | Turnover Rate | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | | | | | | | | 0.0% | 0.0% |
| Road & Bridge | # Term | 1.0 | 0.0 | 1.0 | 1.0 | 1.0 | | | | | | | | 9.6 | 17.0 |
| | Avg. EE | 97.0 | 97.0 | 98.0 | 98.0 | 98.0 | | | | | | | | 97.6 | 96.8 |
| | Turnover Rate | 1.0% | 0.0% | 1.0% | 1.0% | 1.0% | | | | | | | | 9.8% | 17.6% |
| Facility Mgmt | # Term | 0.0 | 0.0 | 1.0 | 1.0 | 0.0 | | | | | | | | 4.8 | 4.0 |
| | Avg. EE | 48.0 | 48.0 | 47.0 | 48.0 | 49.0 | | | | | | | | 48.0 | 48.6 |
| | Turnover Rate | 0.0% | 0.0% | 2.1% | 2.1% | 0.0% | | | | | | | | 10.0% | 8.2% |

Collin County Turnover Report

Fiscal Year 2016

| | | Oct. | Nov. | Dec. | Jan. | Feb. | Mar. | Apr. | May | June | Jul. | Aug. | Sept. | 2016 Projected | 2015 Annual |
|--------------------|---------------|------|------|-------|-------|------|------|------|-----|------|------|------|-------|----------------|-------------|
| Const. & Projects | # Term | 0.0 | 0.0 | 0.0 | 1.0 | 0.0 | | | | | | | | 2.4 | 0.0 |
| | Avg. EE | 4.0 | 4.0 | 4.0 | 3.0 | 3.0 | | | | | | | | 3.6 | 4.0 |
| | Turnover Rate | 0.0% | 0.0% | 0.0% | 33.3% | 0.0% | | | | | | | | | 66.7% |
| Medical Examiner | # Term | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | | | | | | | 0.0 | 0.0 |
| | Avg. EE | 9.0 | 9.0 | 9.0 | 9.0 | 9.0 | | | | | | | | 9.0 | 8.9 |
| | Turnover Rate | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | | | | | | | | 0.0% | 0.0% |
| Homeland Security | # Term | 1.0 | 0.0 | 1.0 | 0.0 | 0.0 | | | | | | | | 4.8 | 11.0 |
| | Avg. EE | 30.0 | 33.0 | 33.0 | 20.0 | 19.0 | | | | | | | | 27.0 | 31.7 |
| | Turnover Rate | 3.3% | 0.0% | 3.0% | 0.0% | 0.0% | | | | | | | | 17.8% | 34.7% |
| Engineering | # Term | 2.0 | 0.0 | 1.0 | 1.0 | 0.0 | | | | | | | | 9.6 | 9.0 |
| | Avg. EE | 36.0 | 38.0 | 38.0 | 38.0 | 39.0 | | | | | | | | 37.8 | 38.9 |
| | Turnover Rate | 5.6% | 0.0% | 2.6% | 2.6% | 0.0% | | | | | | | | 25.4% | 23.1% |
| Elections Dept. | # Term | 0.0 | 0.0 | 2.0 | 0.0 | 0.0 | | | | | | | | 4.8 | 1.0 |
| | Avg. EE | 14.0 | 15.0 | 14.0 | 14.0 | 15.0 | | | | | | | | 14.4 | 13.7 |
| | Turnover Rate | 0.0% | 0.0% | 14.3% | 0.0% | 0.0% | | | | | | | | 33.3% | 7.3% |
| Purchasing | # Term | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | | | | | | | 0.0 | 0.0 |
| | Avg. EE | 15.0 | 15.0 | 15.0 | 15.0 | 15.0 | | | | | | | | 15.0 | 15.0 |
| | Turnover Rate | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | | | | | | | | 0.0% | 0.0% |
| County Auditor | # Term | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | | | | | | | 0.0 | 2.0 |
| | Avg. EE | 31.0 | 31.0 | 31.0 | 31.0 | 31.0 | | | | | | | | 31.0 | 30.6 |
| | Turnover Rate | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | | | | | | | | 0.0% | 6.5% |
| Juvenile Probation | # Term | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | | | | | | | 0.0 | 1.0 |
| | Avg. EE | 43.0 | 43.0 | 43.0 | 43.0 | 44.0 | | | | | | | | 43.2 | 42.9 |
| | Turnover Rate | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | | | | | | | | 0.0% | 2.3% |
| Juvenile Detention | # Term | 0.0 | 0.0 | 4.0 | 0.0 | 0.0 | | | | | | | | 9.6 | 5.0 |
| | Avg. EE | 84.0 | 85.0 | 81.0 | 81.0 | 81.0 | | | | | | | | 82.4 | 84.5 |
| | Turnover Rate | 0.0% | 0.0% | 4.9% | 0.0% | 0.0% | | | | | | | | 11.7% | 5.9% |

Collin County Turnover Report

Fiscal Year 2016

| | | Oct. | Nov. | Dec. | Jan. | Feb. | Mar. | Apr. | May | June | Jul. | Aug. | Sept. | 2016 Projected | 2015 Annual |
|----------------------------|---------------|-------|-------|-------|-------|-------|------|------|-----|------|------|------|-------|----------------|-------------|
| Juv. Alt. Education | # Term | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | | | | | | | 0.0 | 0.0 |
| | Avg. EE | 6.0 | 6.0 | 6.0 | 6.0 | 6.0 | | | | | | | | 6.0 | 6.0 |
| | Turnover Rate | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | | | | | | | | 0.0% | 0.0% |
| Total Juvenile | # Term | 0.0 | 0.0 | 4.0 | 0.0 | 0.0 | | | | | | | | 9.6 | 6.0 |
| | Avg. EE | 133.0 | 134.0 | 130.0 | 130.0 | 131.0 | | | | | | | | 131.6 | 133.4 |
| | Turnover Rate | 0.0% | 0.0% | 3.1% | 0.0% | 0.0% | | | | | | | | 7.3% | 4.5% |
| Community Supervision | # Term | 0.0 | 1.0 | 2.0 | 3.0 | 0.0 | | | | | | | | 14.4 | 12.0 |
| | Avg. EE | 104.0 | 103.0 | 99.0 | 98.0 | 102.0 | | | | | | | | 101.2 | 100.6 |
| | Turnover Rate | 0.0% | 1.0% | 2.0% | 3.1% | 0.0% | | | | | | | | 14.2% | 11.9% |
| County Clerk | # Term | 1.0 | 2.0 | 1.0 | 0.0 | 0.0 | | | | | | | | 9.6 | 2.0 |
| | Avg. EE | 78.0 | 76.0 | 78.0 | 80.0 | 82.0 | | | | | | | | 78.8 | 75.5 |
| | Turnover Rate | 1.3% | 2.6% | 1.3% | 0.0% | 0.0% | | | | | | | | 12.2% | 2.6% |
| Sheriff's Office | # Term | 3.0 | 1.0 | 1.0 | 2.0 | 2.0 | | | | | | | | 21.6 | 17.0 |
| | Avg. EE | 141.0 | 142.0 | 142.0 | 141.0 | 139.0 | | | | | | | | 141.0 | 143.0 |
| | Turnover Rate | 2.1% | 0.7% | 0.7% | 1.4% | 1.4% | | | | | | | | 15.3% | 11.9% |
| Sheriff's Office Detention | # Term | 9.0 | 0.0 | 4.0 | 3.0 | 2.0 | | | | | | | | 43.2 | 58.0 |
| | Avg. EE | 307.0 | 309.0 | 314.0 | 329.0 | 339.0 | | | | | | | | 319.6 | 322.1 |
| | Turnover Rate | 2.9% | 0.0% | 1.3% | 0.9% | 0.6% | | | | | | | | 13.5% | 18.0% |
| Total Sheriff's Office | # Term | 12.0 | 1.0 | 5.0 | 5.0 | 4.0 | | | | | | | | 64.8 | 75.0 |
| | Avg. EE | 448.0 | 451.0 | 456.0 | 470.0 | 478.0 | | | | | | | | 460.6 | 465.1 |
| | Turnover Rate | 2.7% | 0.2% | 1.1% | 1.1% | 0.8% | | | | | | | | 14.1% | 16.1% |
| District Clerk | # Term | 1.0 | 0.0 | 0.0 | 0.0 | 1.0 | | | | | | | | 4.8 | 18.0 |
| | Avg. EE | 65.0 | 69.0 | 73.0 | 75.0 | 72.0 | | | | | | | | 70.8 | 64.2 |
| | Turnover Rate | 1.5% | 0.0% | 0.0% | 0.0% | 1.4% | | | | | | | | 6.8% | 28.1% |
| D.A. Prosecutor | # Term | 1.0 | 1.0 | 3.0 | 2.0 | 1.0 | | | | | | | | 19.2 | 8.0 |
| | Avg. EE | 59.0 | 62.0 | 59.0 | 61.0 | 60.0 | | | | | | | | 60.2 | 56.7 |
| | Turnover Rate | 1.7% | 1.6% | 5.1% | 3.3% | 1.7% | | | | | | | | 31.9% | 14.1% |

Collin County Turnover Report

Fiscal Year 2016

| | | Oct. | Nov. | Dec. | Jan. | Feb. | Mar. | Apr. | May | June | Jul. | Aug. | Sept. | 2016 Projected | 2015 Annual |
|--------------------|---------------|-------|-------|-------|-------|-------|------|------|-----|------|------|------|-------|----------------|-------------|
| D.A. Investigators | # Term | 0.0 | 0.0 | 1.0 | 0.0 | 0.0 | | | | | | | | 2.4 | 1.0 |
| | Avg. EE | 25.0 | 25.0 | 24.0 | 24.0 | 24.0 | | | | | | | | 24.4 | 23.8 |
| | Turnover Rate | 0.0% | 0.0% | 4.2% | 0.0% | 0.0% | | | | | | | | 9.8% | 4.2% |
| D.A. Clerical | # Term | 0.0 | 0.0 | 2.0 | 0.0 | 0.0 | | | | | | | | 4.8 | 3.0 |
| | Avg. EE | 32.0 | 32.0 | 30.0 | 30.0 | 29.0 | | | | | | | | 30.6 | 29.0 |
| | Turnover Rate | 0.0% | 0.0% | 6.7% | 0.0% | 0.0% | | | | | | | | 15.7% | 10.3% |
| Total D.A. | # Term | 1.0 | 1.0 | 6.0 | 2.0 | 1.0 | | | | | | | | 26.4 | 12.0 |
| | Avg. EE | 116.0 | 119.0 | 113.0 | 115.0 | 113.0 | | | | | | | | 115.2 | 109.5 |
| | Turnover Rate | 0.9% | 0.8% | 5.3% | 1.7% | 0.9% | | | | | | | | 22.9% | 11.0% |
| 199th Dist. Court | # Term | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | | | | | | | 0.0 | 0.0 |
| | Avg. EE | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | | | | | | | | 3.0 | 3.0 |
| | Turnover Rate | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | | | | | | | | 0.0% | 0.0% |
| 219th Dist. Court | # Term | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | | | | | | | 0.0 | 1.0 |
| | Avg. EE | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | | | | | | | | 3.0 | 2.9 |
| | Turnover Rate | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | | | | | | | | 0.0% | 34.3% |
| 296th Dist. Court | # Term | 0.0 | 0.0 | 0.0 | 1.0 | 0.0 | | | | | | | | 2.4 | 0.0 |
| | Avg. EE | 7.0 | 7.0 | 7.0 | 6.0 | 7.0 | | | | | | | | 6.8 | 7.0 |
| | Turnover Rate | 0.0% | 0.0% | 0.0% | 16.7% | 0.0% | | | | | | | | 35.3% | 0.0% |
| 366th Dist. Court | # Term | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | | | | | | | 0.0 | 1.0 |
| | Avg. EE | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | | | | | | | | 3.0 | 2.5 |
| | Turnover Rate | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | | | | | | | | 0.0% | 40.0% |
| 380th Dist. Court | # Term | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | | | | | | | 0.0 | 0.0 |
| | Avg. EE | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | | | | | | | | 3.0 | 2.9 |
| | Turnover Rate | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | | | | | | | | 0.0% | 0.0% |
| 401st Dist. Court | # Term | 1.0 | 0.0 | 0.0 | 0.0 | 0.0 | | | | | | | | 2.4 | 0.0 |
| | Avg. EE | 2.0 | 3.0 | 3.0 | 3.0 | 3.0 | | | | | | | | 2.8 | 3.0 |
| | Turnover Rate | 50.0% | 0.0% | 0.0% | 0.0% | 0.0% | | | | | | | | 85.7% | 0.0% |

Collin County Turnover Report

Fiscal Year 2016

| | | Oct. | Nov. | Dec. | Jan. | Feb. | Mar. | Apr. | May | June | Jul. | Aug. | Sept. | 2016 Projected | 2015 Annual |
|-------------------|---------------|------|------|-------|-------|------|------|------|-----|------|------|------|-------|----------------|-------------|
| 416th Dist. Court | # Term | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | | | | | | | 0.0 | 0.0 |
| | Avg. EE | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | | | | | | | | 3.0 | 3.0 |
| | Turnover Rate | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | | | | | | | | 0.0% | 0.0% |
| 417th Dist. Court | # Term | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | | | | | | | 0.0 | 0.0 |
| | Avg. EE | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | | | | | | | | 3.0 | 3.0 |
| | Turnover Rate | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | | | | | | | | 0.0% | 0.0% |
| 429th Dist. Court | # Term | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | | | | | | | 0.0 | 0.0 |
| | Avg. EE | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | | | | | | | | 3.0 | 3.0 |
| | Turnover Rate | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | | | | | | | | 0.0% | 0.0% |
| 469th Dist. Court | # Term | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | | | | | | | 0.0 | 0.0% |
| | Avg. EE | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | | | | | | | | 3.0 | 100.0% |
| | Turnover Rate | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | | | | | | | | 0.0% | 0.0% |
| 470th Dist. Court | # Term | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | | | | | | | 0.0 | 0.0% |
| | Avg. EE | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | | | | | | | | 3.0 | 300.0% |
| | Turnover Rate | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | | | | | | | | 0.0% | 0.0% |
| Const. Pct. 1 | # Term | 0.0 | 0.0 | 0.0 | 1.0 | 0.0 | | | | | | | | 2.4 | 0.0 |
| | Avg. EE | 7.0 | 7.0 | 7.0 | 6.0 | 7.0 | | | | | | | | 6.8 | 7.0 |
| | Turnover Rate | 0.0% | 0.0% | 0.0% | 16.7% | 0.0% | | | | | | | | 35.3% | 0.0% |
| Const. Pct. 2 | # Term | 0.0 | 0.0 | 1.0 | 0.0 | 0.0 | | | | | | | | 2.4 | 0.0 |
| | Avg. EE | 5.0 | 5.0 | 4.0 | 4.0 | 4.0 | | | | | | | | 4.4 | 3.8 |
| | Turnover Rate | 0.0% | 0.0% | 25.0% | 0.0% | 0.0% | | | | | | | | 54.5% | 0.0% |
| Const. Pct. 3 | # Term | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | | | | | | | 0.0 | 0.0 |
| | Avg. EE | 11.0 | 11.0 | 11.0 | 11.0 | 11.0 | | | | | | | | 11.0 | 12.0 |
| | Turnover Rate | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | | | | | | | | 0.0% | 0.0% |
| Const. Pct. 4 | # Term | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | | | | | | | 0.0 | 3.0 |
| | Avg. EE | 6.0 | 6.0 | 7.0 | 7.0 | 7.0 | | | | | | | | 6.6 | 8.1 |
| | Turnover Rate | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | | | | | | | | 0.0% | 37.1% |

Collin County Turnover Report

Fiscal Year 2016

| | | Oct. | Nov. | Dec. | Jan. | Feb. | Mar. | Apr. | May | June | Jul. | Aug. | Sept. | 2016 Projected | 2015 Annual |
|----------------------|---------------|-------|------|-------|------|------|------|------|-----|------|------|------|-------|----------------|-------------|
| CCAL 1 | # Term | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | | | | | | | 0.0 | 1.0 |
| | Avg. EE | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | | | | | | | | 3.0 | 2.9 |
| | Turnover Rate | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | | | | | | | | 0.0% | 34.3% |
| CCAL 2 | # Term | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | | | | | | | 0.0 | 0.0 |
| | Avg. EE | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | | | | | | | | 3.0 | 3.0 |
| | Turnover Rate | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | | | | | | | | 0.0% | 0.0% |
| CCAL 3 | # Term | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | | | | | | | 0.0 | 0.0 |
| | Avg. EE | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | | | | | | | | 3.0 | 3.0 |
| | Turnover Rate | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | | | | | | | | 0.0% | 0.0% |
| CCAL 4 | # Term | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | | | | | | | 0.0 | 0.0 |
| | Avg. EE | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | | | | | | | | 3.0 | 3.0 |
| | Turnover Rate | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | | | | | | | | 0.0% | 0.0% |
| CCAL 5 | # Term | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | | | | | | | 0.0 | 0.0 |
| | Avg. EE | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | | | | | | | | 3.0 | 3.0 |
| | Turnover Rate | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | | | | | | | | 0.0% | 0.0% |
| CCAL 6 | # Term | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | | | | | | | 0.0 | 0.0 |
| | Avg. EE | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | | | | | | | | 3.0 | 3.0 |
| | Turnover Rate | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | | | | | | | | 0.0% | 0.0% |
| CCAL 7 | # Term | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | | | | | | | 0.0 | N/A |
| | Avg. EE | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | | | | | | | | 1.0 | N/A |
| | Turnover Rate | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | | | | | | | | 0.0% | N/A |
| Probate Court | # Term | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | | | | | | | 0.0 | 0.0 |
| | Avg. EE | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | | | | | | | | 3.0 | 3.0 |
| | Turnover Rate | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | | | | | | | | 0.0% | 0.0% |
| County Ext. Services | # Term | 1.0 | 0.0 | 1.0 | 0.0 | 0.0 | | | | | | | | 4.8 | 0.0 |
| | Avg. EE | 6.0 | 6.0 | 5.0 | 5.0 | 5.0 | | | | | | | | 5.4 | 7.0 |
| | Turnover Rate | 16.7% | 0.0% | 20.0% | 0.0% | 0.0% | | | | | | | | 88.9% | 0.0% |

Collin County Turnover Report

Fiscal Year 2016

| | | Oct. | Nov. | Dec. | Jan. | Feb. | Mar. | Apr. | May | June | Jul. | Aug. | Sept. | 2016 Projected | 2015 Annual |
|------------------------------------|---------------|--------|--------|--------|--------|--------|------|------|-----|------|------|------|-------|----------------|-------------|
| JP #1 | # Term | 0.0 | 0.0 | 1.0 | 0.0 | 0.0 | | | | | | | | 2.4 | 1.0 |
| | Avg. EE | 7.0 | 7.0 | 6.0 | 6.0 | 7.0 | | | | | | | | 6.6 | 6.8 |
| | Turnover Rate | 0.0% | 0.0% | 16.7% | 0.0% | 0.0% | | | | | | | | | 36.4% |
| JP #2 | # Term | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | | | | | | | 0.0 | 1.0 |
| | Avg. EE | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | | | | | | | | 5.0 | 4.8 |
| | Turnover Rate | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | | | | | | | | 0.0% | 21.1% |
| JP #3-1 | # Term | 1.0 | 0.0 | 0.0 | 0.0 | 0.0 | | | | | | | | 2.4 | 0.0 |
| | Avg. EE | 4.0 | 4.0 | 4.0 | 4.0 | 5.0 | | | | | | | | 4.2 | 4.6 |
| | Turnover Rate | 25.0% | 0.0% | 0.0% | 0.0% | 0.0% | | | | | | | | 57.1% | 0.0% |
| JP #3-2 | # Term | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | | | | | | | 0.0 | 1.0 |
| | Avg. EE | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | | | | | | | | 5.0 | 5.0 |
| | Turnover Rate | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | | | | | | | | 0.0% | 20.0% |
| JP #4 | # Term | 1.0 | 0.0 | 0.0 | 1.0 | 0.0 | | | | | | | | 4.8 | 2.0 |
| | Avg. EE | 5.0 | 5.0 | 6.0 | 5.0 | 6.0 | | | | | | | | 5.4 | 5.8 |
| | Turnover Rate | 20.0% | 0.0% | 0.0% | 20.0% | 0.0% | | | | | | | | 88.9% | 34.3% |
| Tax Assessor/Collector | # Term | 0.0 | 0.0 | 1.0 | 0.0 | 2.0 | | | | | | | | 7.2 | 20.0 |
| | Avg. EE | 85.0 | 87.0 | 86.0 | 91.0 | 90.0 | | | | | | | | 87.8 | 79.7 |
| | Turnover Rate | 0.0% | 0.0% | 1.2% | 0.0% | 2.2% | | | | | | | | 8.2% | 25.1% |
| Turnover For County Overall | | | | | | | | | | | | | | | |
| | Terminations | 24.0 | 6.0 | 28.0 | 18.0 | 11.0 | | | | | | | | 208.8 | 219.0 |
| | Avg. EE | 1593.0 | 1610.0 | 1605.0 | 1613.0 | 1629.0 | | | | | | | | 1610.0 | 1589.6 |
| | Turnover Rate | 1.5% | 0.4% | 1.7% | 1.1% | 0.7% | | | | | | | | 13.0% | 13.8% |
| | Retirements | 7.0 | 0.0 | 9.0 | 7.0 | 3.0 | | | | | | | | 62.4 | 53.0 |
| | Terminations | 24.0 | 6.0 | 28.0 | 18.0 | 11.0 | | | | | | | | 208.8 | 219.0 |
| % of Terms which are Retirements | | 29.2% | 0.0% | 32.1% | 38.9% | 27.3% | | | | | | | | 29.9% | 24.2% |
| | Invuntary | 2.0 | 0.0 | 1.0 | 1.0 | 0.0 | | | | | | | | 9.6 | 29.0 |
| | Terminations | 24.0 | 6.0 | 28.0 | 18.0 | 11.0 | | | | | | | | 208.8 | 219.0 |
| % of Terms which are Involuntary | | 8.3% | 0.0% | 3.6% | 5.6% | 0.0% | | | | | | | | 4.6% | 13.2% |

Collin County Turnover Report

Fiscal Year 2016

| Turnover By Length of Service | | Oct. | Nov. | Dec. | Jan. | Feb. | Mar. | Apr. | May | June | Jul. | Aug. | Sept. | 2016 Projected | 2015 Annual |
|-------------------------------|----------------------------------|--------|-------|--------|--------|--------|------|------|-----|------|------|------|-------|----------------|-------------|
| 0-5 YEARS | Terminations | 12.0 | 4.0 | 17.0 | 8.0 | 7.0 | | | | | | | | 115.2 | 134.0 |
| | Avg. EE | 680.0 | 692.0 | 690.0 | 700.0 | 714.0 | | | | | | | | 695.2 | 657.5 |
| | Turnover Rate | 1.8% | 0.6% | 2.5% | 1.1% | 1.0% | | | | | | | | 16.6% | 20.4% |
| | Retirements | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | | | | | | | 0.0 | 1.0 |
| | Terminations | 12.0 | 4.0 | 17.0 | 8.0 | 7.0 | | | | | | | | 115.2 | 134.0 |
| | % of Terms which are Retirements | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | | | | | | | | 0.0% | 0.7% |
| 6-10 YEARS | Terminations | 3.0 | 2.0 | 0.0 | 4.0 | 2.0 | | | | | | | | 26.4 | 25.0 |
| | Avg. EE | 333.0 | 337.0 | 343.0 | 342.0 | 340.0 | | | | | | | | 339.0 | 340.0 |
| | Turnover Rate | 0.9% | 0.6% | 0.0% | 1.2% | 0.6% | | | | | | | | 7.8% | 7.4% |
| | Retirements | 0.0 | 0.0 | 0.0 | 2.0 | 2.0 | | | | | | | | 9.6 | 7.0 |
| | Terminations | 3.0 | 2.0 | 0.0 | 4.0 | 2.0 | | | | | | | | 26.4 | 25.0 |
| | % of Terms which are Retirements | 0.0% | 0.0% | 0.0% | 50.0% | 100.0% | | | | | | | | 36.4% | 28.0% |
| 11-15 YEARS | Terminations | 2.0 | 0.0 | 2.0 | 2.0 | 1.0 | | | | | | | | 16.8 | 28.0 |
| | Avg. EE | 292.0 | 289.0 | 286.0 | 283.0 | 283.0 | | | | | | | | 286.6 | 308.8 |
| | Turnover Rate | 0.7% | 0.0% | 0.7% | 0.7% | 0.4% | | | | | | | | 5.9% | 9.1% |
| | Retirements | 1.0 | 0.0 | 0.0 | 1.0 | 0.0 | | | | | | | | 4.8 | 16.0 |
| | Terminations | 2.0 | 0.0 | 2.0 | 2.0 | 1.0 | | | | | | | | 16.8 | 28.0 |
| | % of Terms which are Retirements | 50.0% | 0.0% | 0.0% | 50.0% | 0.0% | | | | | | | | 28.6% | 57.1% |
| 16-20 YEARS | Terminations | 1.0 | 0.0 | 3.0 | 1.0 | 0.0 | | | | | | | | 12.0 | 12.0 |
| | Avg. EE | 156.0 | 157.0 | 154.0 | 157.0 | 161.0 | | | | | | | | 157.0 | 145.2 |
| | Turnover Rate | 0.6% | 0.0% | 1.9% | 0.6% | 0.0% | | | | | | | | 7.6% | 8.3% |
| | Retirements | 0.0 | 0.0 | 3.0 | 1.0 | 0.0 | | | | | | | | 9.6 | 10.0 |
| | Terminations | 1.0 | 0.0 | 3.0 | 1.0 | 0.0 | | | | | | | | 12.0 | 12.0 |
| | % of Terms which are Retirements | 0.0% | 0.0% | 100.0% | 100.0% | 0.0% | | | | | | | | 80.0% | 83.3% |
| 21+ | Terminations | 6.0 | 0.0 | 6.0 | 3.0 | 1.0 | | | | | | | | 38.4 | 20.0 |
| | Avg. EE | 132.0 | 135.0 | 132.0 | 131.0 | 131.0 | | | | | | | | 132.2 | 138.1 |
| | Turnover Rate | 4.5% | 0.0% | 4.5% | 2.3% | 0.8% | | | | | | | | 29.0% | 14.5% |
| | Retirements | 6.0 | 0.0 | 6.0 | 3.0 | 1.0 | | | | | | | | 38.4 | 19.0 |
| | Terminations | 6.0 | 0.0 | 6.0 | 3.0 | 1.0 | | | | | | | | 38.4 | 20.0 |
| | % of Terms which are Retirements | 100.0% | 0.0% | 100.0% | 100.0% | 100.0% | | | | | | | | 100.0% | 95.0% |

Collin County Turnover Report

Fiscal Year 2016

| | | Oct. | Nov. | Dec. | Jan. | Feb. | Mar. | Apr. | May | June | Jul. | Aug. | Sept. | 2016 Projected | 2015 Annual | |
|--------|----------------------------------|--------|--------|--------|--------|--------|------|------|-----|------|------|------|-------|----------------|-------------|-------|
| Totals | Terminations | 24.0 | 6.0 | 28.0 | 18.0 | 11.0 | | | | | | | | 208.8 | 219.0 | |
| | Avg. EE | 1593.0 | 1610.0 | 1605.0 | 1613.0 | 1629.0 | | | | | | | | 1610.0 | 1589.6 | |
| | Turnover Rate | 1.5% | 0.4% | 1.7% | 1.1% | 0.7% | | | | | | | | 13.0% | 13.8% | |
| | Retirements | 7.0 | 0.0 | 9.0 | 7.0 | 3.0 | | | | | | | | | 62.4 | 53.0 |
| | Terminations | 24.0 | 6.0 | 28.0 | 18.0 | 11.0 | | | | | | | | | 208.8 | 219.0 |
| | % of Terms which are Retirements | 29.2% | 0.0% | 32.1% | 38.9% | 27.3% | | | | | | | | | 29.9% | 24.2% |

Collin County Turnover Report

Fiscal Year 2016

| Turnover By Age Group | | Oct. | Nov. | Dec. | Jan. | Feb. | Mar. | Apr. | May | June | Jul. | Aug. | Sept. | 2016 Projected | 2015 Annual |
|-----------------------|----------------------------------|-------|-------|-------|--------|--------|------|------|-----|------|------|------|-------|----------------|-------------|
| < 30 YEARS | Terminations | 7.0 | 0.0 | 4.0 | 2.0 | 2.0 | | | | | | | | 36.0 | 61.0 |
| | Avg. EE | 218.0 | 226.0 | 228.0 | 235.0 | 244.0 | | | | | | | | 230.2 | 208.3 |
| | Turnover Rate | 3.2% | 0.0% | 1.8% | 0.9% | 0.8% | | | | | | | | 15.6% | 29.3% |
| | Retirements | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | | | | | | | 0.0 | 0.0 |
| | Terminations | 7.0 | 0.0 | 4.0 | 2.0 | 2.0 | | | | | | | | 36.0 | 61.0 |
| | % of Terms which are Retirements | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | | | | | | | | 0.0% | 0.0% |
| 30-40 YEARS | Terminations | 3.0 | 2.0 | 8.0 | 5.0 | 4.0 | | | | | | | | 52.8 | 47.0 |
| | Avg. EE | 434.0 | 439.0 | 437.0 | 436.0 | 439.0 | | | | | | | | 437.0 | 439.4 |
| | Turnover Rate | 0.7% | 0.5% | 1.8% | 1.1% | 0.9% | | | | | | | | 12.1% | 10.7% |
| | Retirements | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | | | | | | | 0.0 | 0.0 |
| | Terminations | 3.0 | 2.0 | 8.0 | 5.0 | 4.0 | | | | | | | | 52.8 | 47.0 |
| | % of Terms which are Retirements | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | | | | | | | | 0.0% | 0.0% |
| 41-50 YEARS | Terminations | 3.0 | 3.0 | 4.0 | 4.0 | 1.0 | | | | | | | | 36.0 | 29.0 |
| | Avg. EE | 445.0 | 446.0 | 448.0 | 454.0 | 456.0 | | | | | | | | 449.8 | 433.2 |
| | Turnover Rate | 0.7% | 0.7% | 0.9% | 0.9% | 0.2% | | | | | | | | 8.0% | 6.7% |
| | Retirements | 0.0 | 0.0 | 1.0 | 1.0 | 0.0 | | | | | | | | 4.8 | 2.0 |
| | Terminations | 3.0 | 3.0 | 4.0 | 4.0 | 1.0 | | | | | | | | 36.0 | 29.0 |
| | % of Terms which are Retirements | 0.0% | 0.0% | 25.0% | 25.0% | 0.0% | | | | | | | | 13.3% | 6.9% |
| 51-60 YEARS | Terminations | 5.0 | 1.0 | 5.0 | 3.0 | 2.0 | | | | | | | | 38.4 | 41.0 |
| | Avg. EE | 364.0 | 364.0 | 362.0 | 358.0 | 361.0 | | | | | | | | 361.8 | 363.9 |
| | Turnover Rate | 1.4% | 0.3% | 1.4% | 0.8% | 0.6% | | | | | | | | 10.6% | 11.3% |
| | Retirements | 2.0 | 0.0 | 2.0 | 2.0 | 1.0 | | | | | | | | 16.8 | 16.0 |
| | Terminations | 5.0 | 1.0 | 5.0 | 3.0 | 2.0 | | | | | | | | 38.4 | 41.0 |
| | % of Terms which are Retirements | 40.0% | 0.0% | 40.0% | 66.7% | 50.0% | | | | | | | | 43.8% | 39.0% |
| 61-70 YEARS | Terminations | 6.0 | 0.0 | 7.0 | 4.0 | 2.0 | | | | | | | | 45.6 | 38.0 |
| | Avg. EE | 126.0 | 128.0 | 123.0 | 122.0 | 122.0 | | | | | | | | 124.2 | 139.5 |
| | Turnover Rate | 4.8% | 0.0% | 5.7% | 3.3% | 1.6% | | | | | | | | 36.7% | 27.2% |
| | Retirements | 5.0 | 0.0 | 6.0 | 4.0 | 2.0 | | | | | | | | 40.8 | 33.0 |
| | Terminations | 6.0 | 0.0 | 7.0 | 4.0 | 2.0 | | | | | | | | 45.6 | 38.0 |
| | % of Terms which are Retirements | 83.3% | 0.0% | 85.7% | 100.0% | 100.0% | | | | | | | | 89.5% | 86.8% |

Collin County Turnover Report

Fiscal Year 2016

| | | Oct. | Nov. | Dec. | Jan. | Feb. | Mar. | Apr. | May | June | Jul. | Aug. | Sept. | 2016 Projected | 2015 Annual | |
|-----------|----------------------------------|--------------|--------|--------|--------|--------|------|------|-----|------|------|------|-------|----------------|-------------|-------|
| 71+ YEARS | Terminations | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | | | | | | | 0.0 | 3.0 | |
| | Avg. EE | 6.0 | 7.0 | 7.0 | 8.0 | 7.0 | | | | | | | | 7.0 | 5.3 | |
| | Turnover Rate | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | | | | | | | | 0.0% | 56.3% | |
| | Retirements | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | | | | | | | | 0.0 | 2.0 |
| | Terminations | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | | | | | | | | 0.0 | 3.0 |
| | % of Terms which are Retirements | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | | | | | | | | | 0.0% | 66.7% |
| | Totals | Terminations | 24.0 | 6.0 | 28.0 | 18.0 | 11.0 | | | | | | | | 208.8 | 219.0 |
| | Avg. EE | 1593.0 | 1610.0 | 1605.0 | 1613.0 | 1629.0 | | | | | | | | 1610.0 | 1589.6 | |
| | Turnover Rate | 1.5% | 0.4% | 1.7% | 1.1% | 0.7% | | | | | | | | 13.0% | 13.8% | |
| | Retirements | 7.0 | 0.0 | 9.0 | 7.0 | 3.0 | | | | | | | | 62.4 | 53.0 | |
| | Terminations | 24.0 | 6.0 | 28.0 | 18.0 | 11.0 | | | | | | | | 208.8 | 219.0 | |
| | % of Terms which are Retirements | 29.2% | 0.0% | 32.1% | 38.9% | 27.3% | | | | | | | | 29.9% | 24.2% | |

Collin County Turnover Report

Fiscal Year 2016

| Turnover By Gender | | Oct. | Nov. | Dec. | Jan. | Feb. | Mar. | Apr. | May | June | Jul. | Aug. | Sept. | 2016 Projected | 2015 Annual | |
|--------------------|----------------------------------|--------|--------|--------|--------|--------|------|------|-----|------|------|------|-------|----------------|-------------|-------|
| MALE | Terminations | 13.0 | 1.0 | 10.0 | 8.0 | 2.0 | | | | | | | | 81.6 | 106.0 | |
| | Avg. EE | 767.0 | 772.0 | 773.0 | 778.0 | 790.0 | | | | | | | | 776.0 | 776.2 | |
| | Turnover Rate | 1.7% | 0.1% | 1.3% | 1.0% | 0.3% | | | | | | | | 10.5% | 13.7% | |
| | Retirements | 3.0 | 0.0 | 4.0 | 5.0 | 1.0 | | | | | | | | | 31.2 | 25.0 |
| | Terminations | 13.0 | 1.0 | 10.0 | 8.0 | 2.0 | | | | | | | | | 81.6 | 106.0 |
| | % of Terms which are Retirements | 23.1% | 0.0% | 40.0% | 62.5% | 50.0% | | | | | | | | | 38.2% | 23.6% |
| | | | | | | | | | | | | | | | | |
| FEMALE | Terminations | 11.0 | 5.0 | 18.0 | 10.0 | 9.0 | | | | | | | | 127.2 | 113.0 | |
| | Avg. EE | 826.0 | 838.0 | 832.0 | 835.0 | 839.0 | | | | | | | | 834.0 | 813.4 | |
| | Turnover Rate | 1.3% | 0.6% | 2.2% | 1.2% | 1.1% | | | | | | | | 15.3% | 13.9% | |
| | Retirements | 4.0 | 0.0 | 5.0 | 2.0 | 2.0 | | | | | | | | | 31.2 | 28.0 |
| | Terminations | 11.0 | 5.0 | 18.0 | 10.0 | 9.0 | | | | | | | | | 127.2 | 113.0 |
| | % of Terms which are Retirements | 36.4% | 0.0% | 27.8% | 20.0% | 22.2% | | | | | | | | | 24.5% | 24.8% |
| | | | | | | | | | | | | | | | | |
| Totals | Terminations | 24.0 | 6.0 | 28.0 | 18.0 | 11.0 | | | | | | | | 208.8 | 219.0 | |
| | Avg. EE | 1593.0 | 1610.0 | 1605.0 | 1613.0 | 1629.0 | | | | | | | | 1610.0 | 1589.6 | |
| | Turnover Rate | 1.5% | 0.4% | 1.7% | 1.1% | 0.7% | | | | | | | | 13.0% | 13.8% | |
| | Retirements | 7.0 | 0.0 | 9.0 | 7.0 | 3.0 | | | | | | | | | 62.4 | 53.0 |
| | Terminations | 24.0 | 6.0 | 28.0 | 18.0 | 11.0 | | | | | | | | | 208.8 | 219.0 |
| | % of Terms which are Retirements | 29.2% | 0.0% | 32.1% | 38.9% | 27.3% | | | | | | | | | 29.9% | 24.2% |
| | | | | | | | | | | | | | | | | |

AI-41329

6.

Commissioners Court

Meeting Date: 04/04/2016

P-card disbursements

Submitted For: Jeff May

Submitted By: Patricia
Campbell

Department: Auditor

Request Type: FYI

Agenda Area: Miscellaneous

Information

Department Action

Please review and accept the following P-card disbursements

Purchasing Department Action

No action by Purchasing.

HR and/or IT Action

Budget Department Action

No action by B&F

Auditor's Office Action

As per attached.

Commissioners Court

P-Card Disbursements, Auditor.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Adjustment:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

3.

Presentation/Recognition.

AI-41379

4. a.

Commissioners Court

Meeting Date: 04/04/2016

Disbursements

Submitted For: Jeff May

Submitted By: Georgia Shepherd

Department: Auditor

Request Type: CONSENT

Information

Department Action

Disbursements for the period ending March 29, 2016, Auditor.

Purchasing Department Action

HR and/or IT Action

Budget Department Action

Auditor's Office Action

Commissioners Court

Disbursements for the period ending March 29, 2016, Auditor.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Adjustment:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Draft Court Order

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: Disbursements – Auditor

On **April 4, 2016**, the Commissioners Court of Collin County, Texas, met in **regular session** with the following members present and participating, to wit:

**Keith Self
Susan Fletcher
Cheryl Williams
Chris Hill
Duncan Webb**

**County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4**

During such session the court considered a request from the County Auditor for approval of claims against Collin County for the period ending **March 29, 2016**.

Thereupon, a motion was made, seconded and carried with a majority vote of the court that the payments attached hereto be approved in accordance with the recommendation of the auditor and the Local Government Code, Section 113.064 (Article 1660, V.T.C.S.).

Keith Self, County Judge

Susan Fletcher, Commissioner, Pct. 1

Cheryl Williams, Commissioner, Pct. 2

Chris Hill, Commissioner, Pct. 3

Duncan Webb, Commissioner, Pct. 4

ATTEST:

**Stacey Kemp, Ex-Officio Clerk
Commissioners' Court
Collin County, T E X A S**

AI-41314

4. b.

Commissioners Court

Meeting Date: 04/04/2016

Property tax refunds

Submitted By: Beverly Roberts

Department: Tax Assessor/Collector

Request Type: CONSENT

Agenda Area: Tax Refunds

Information

Department Action

673 Property tax refunds totaling \$1,102,569.55.

Purchasing Department Action

No action by Purchasing.

HR and/or IT Action

Budget Department Action

No action by B&F

Auditor's Office Action

Refunds have been reviewed.

Commissioners Court

Tax refunds totaling \$1,102,569.55, Tax Assessor Collector.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Adjustment:

Amount Available: n/a

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Remarks:

Attachments

Draft Court Order

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: Tax Refunds – Tax Assessor/Collector

On **April 4, 2016**, the Commissioners Court of Collin County, Texas, met in **regular session** with the following members present and participating, to wit:

**Keith Self
Susan Fletcher
Cheryl Williams
Chris Hill
Duncan Webb**

**County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4**

During such session the court considered a request from the Tax Assessor/Collector for approval of various tax refunds totaling \$1,102,569.55.

Thereupon, a motion was made, seconded and carried with a majority vote of the court to authorize the Tax Assessor to disburse the refund payments enumerated on the attached lists, and same is hereby approved.

Keith Self, County Judge

Susan Fletcher, Commissioner, Pct. 1

Cheryl Williams, Commissioner, Pct. 2

Chris Hill, Commissioner, Pct. 3

Duncan Webb, Commissioner, Pct. 4

ATTEST:

**Stacey Kemp, Ex-Officio Clerk
Commissioners' Court
Collin County, T E X A S**

AGENDA ITEM #: 41314
 TOTAL # OF REFUNDS: 673

CC SUMMARY SHEET 4-4-16

GRAND TOTAL OF REFUNDS
\$1,102,569.55

| <u>BATCH #</u> | <u># OF ITEMS</u> | <u>AMOUNT OF BATCH</u> | <u>BATCH #</u> | <u># OF ITEMS</u> | <u>AMOUNT OF BATCH</u> | <u>BATCH #</u> | <u># OF ITEMS</u> | <u>AMOUNT OF BATCH</u> |
|---------------------------|-------------------|------------------------|-----------------------|-------------------|------------------------|----------------------------|-------------------|------------------------|
| RECALC#1 | 59 | \$29,749.90 | OP#1 | 65 | \$127,799.29 | AGD JUD#1 | | |
| RECALC#2 | 61 | \$32,041.27 | OP#2 | 38 | \$8,114.26 | AGD JUD#2 | | |
| RECALC#3 | 55 | \$56,283.72 | OP#3 | 41 | \$125,196.21 | AGD JUD#3 | | |
| RECALC#4 | 62 | \$39,316.00 | OP#4 | 41 | \$115,777.31 | AGD JUD#4 | | |
| RECALC#5 | 48 | \$32,090.00 | OP#5 | 35 | \$144,382.42 | AGD JUD#5 | | |
| RECALC#6 | 1 | \$639.81 | OP#6 | 30 | \$98,991.68 | TOTAL | | \$0.00 |
| RECALC#7 | 1 | \$1,339.05 | OP#7 | 50 | \$221,962.06 | TOTAL # OF AGD JUDS | | 0 |
| RECALC#8 | 40 | \$13,948.23 | OP#8 | 7 | \$48,667.85 | <u>BATCH #</u> | <u># OF ITEMS</u> | <u>AMOUNT OF BATCH</u> |
| RECALC#9 | | | OP#9 | 38 | \$5,810.17 | P&I#1 | 1 | \$460.32 |
| RECALC#10 | | | OP#10 | | | P&I#2 | | |
| RECALC#11 | | | OP#11 | | | P&I#3 | | |
| RECALC#12 | | | | | | | | |
| TOTAL | | \$205,407.98 | TOTAL | | \$896,701.25 | TOTAL | | \$460.32 |
| TOTAL # OF RECALCS | 327 | | TOTAL # OF OPS | 345 | | TOTAL # OF P&IS | | 1 |

The details of the above batches have been given to the Collin County Auditor for review and audit.

AI-41317

4. c. 1.

Commissioners Court

Meeting Date: 04/04/2016

Specialized Print Bid for Elections

Submitted By: Bruce Sherbet

Department: Elections

Request Type: CONSENT

Agenda Area: Advertisement

Information

Department Action

Request Commissioners' Court consideration and approval of specifications to advertise for Bid, No. IFB 2016-188, Specialized Printing for Elections.

Purchasing Department Action

Request Commissioners' Court consideration and any action regarding the approval of specifications for IFB No. 2016-188, Supplies: Specialized Printing for Elections, and further authorize advertising for same. jd

HR and/or IT Action

Budget Department Action

Budgeted funds available.

001 - General Fund & 033 Contract Elections Fund

Auditor's Office Action

Funds available in the General Fund and the Contract Elections Fund.

Commissioners Court

Supplies: Specialized Printing for Elections (IFB No. 2016-188), Elections.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Adjustment:

Amount Available: \$35,723

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1: 001-0501-411.65.62

2: 001-0501-411.61.08

3: 033-0520-411.61.08

Fund Transfers

Remarks:

#2 = \$64,250

#3 = \$21,851

Remarks:

Account balances available as of 3/23/16

001-0501-411.65.62 - \$29,606

001-0501-411.61.08 - \$61,049

033-0520-411.61.08 - \$21,851

Attachments

Draft Court Order

Department Memo

Bid Packet

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: Advertise, Supplies: Specialized Printing for Elections – Elections

On **April 4, 2016**, the Commissioners Court of Collin County, Texas, met in **regular session** with the following members present and participating, to wit:

**Keith Self
Susan Fletcher
Cheryl Williams
Chris Hill
Duncan Webb**

**County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4**

During such session the court considered a request for approval to advertise for Supplies: Specialized Printing for Elections (IFB No. 2016-188).

Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval to advertise for Supplies: Specialized Printing for Elections (IFB No. 2016-188). Same is hereby approved in accordance with the attached documentation.

Keith Self, County Judge

Susan Fletcher, Commissioner, Pct. 1

Cheryl Williams, Commissioner, Pct. 2

Chris Hill, Commissioner, Pct. 3

Duncan Webb, Commissioner, Pct. 4

ATTEST:

**Stacey Kemp, Ex-Officio Clerk
Commissioners' Court
Collin County, T E X A S**



COLLIN COUNTY

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

Date: March 7, 2016
To: Commissioners' Court
From: Bruce Sherbet, Elections Administrator
Re: IFB 2016-188, Specialized Printing for Elections

This is to request Commissioners' Court consideration and approval of specifications to advertise for Bid, No. IFB 2016-188, Specialized Printing for Elections.

Thank you for your consideration.



IFB 2016-188

**Supplies: Specialized Printing
for Elections**

LEGAL NOTICE

By order of the Commissioners' Court of Collin County, Texas, sealed bids will be received by the Purchasing Agent, 2300 Bloomdale Road, Suite 3160, McKinney, TX 75071, until **2:00 P.M., Thursday, April 28, 2016**, for competitive bids on **Supplies, Specialized Printing for Elections, IFB 2016-188**. Bidders should use unit pricing. A **mandatory pre-bid** conference will be held for **Supplies, Specialized Printing for Elections on Wednesday, April 20th**, at the **Collin County Purchasing Conference Room**, located at 2300 Bloomdale Rd., Suite 3160, McKinney, TX. **75071**. Email judydavis@co.collin.tx.us to schedule a sample review time. Funds for payment have been provided through Collin County budget approved by the Commissioners' Court for this fiscal year only. Bidders may obtain detailed specifications and other documents at Office of the Purchasing Agent: Collin County Administration Building, 2300 Bloomdale Road, Suite 3160, McKinney, TX 75071, 972-548-4165, or by going to: <https://collincountytx.ionwave.net>. Sealed bids will be opened on **Thursday, April 28, 2016 at 2:00 P.M.** by the Purchasing Agent, Collin County Administration, Purchasing Department, 2300 Bloomdale Road, Suite 3160, McKinney, TX 75071. The Commissioners' Court reserves the right to reject any and all bids.

.....

ATTENTION: CLASSIFIEDS
BILL TO: ACCOUNT NO 06100315-00
COMMISSIONERS' COURT

NOTICE TO PUBLISHERS: Please publish in your issue on **Thursday, April 7, 2016**, and **Thursday, April 14, 2016**. A copy of this notice and the publishers' affidavit must accompany the invoice when presented for payment.

NEWSPAPER: Plano Star Courier
DATE: April 5, 2016
FAX: 972-529-1684

Collin County, Texas

Bid Information

Bid Owner Judy Davis Buyer II
 Email judydavis@co.collin.tx.us
 Phone (972) 548-4122
 Fax (972) 548-4694

 Bid Number 2016-188
 Title Supplies: Specialized Printing for Elections
 Bid Type IFB
 Issue Date 04/05/2016
 Close Date 4/28/2016 2:00:00 PM Central

Contact Information

Address 2300 Bloomdale Rd.
 Ste. 3160
 McKinney, TX 75071
 Contact Judy Davis Buyer II
 Department Purchasing
 Building Admin. Building
 Floor/Room Ste.3160
 Telephone (972) 548-4122
 Fax (972) 548-4694
 Email judydavis@co.collin.tx.us

Ship to Information

Address

 Contact
 Department
 Building
 Floor/Room
 Telephone
 Fax
 Email

Supplier Information

Company Name _____
 Contact Name _____
 Address _____

 Telephone _____
 Fax _____
 Email _____

Supplier Notes

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

Signature _____ Date ____ / ____ / ____

Bid Notes

The intended purpose for this Invitation For Bid is to describe the various printing jobs required by the Elections Department.

Please log on to view bid documents.

Bid Activities

| Date | Name | Description |
|----------------------|------------------------------|---|
| 4/20/2016 8:00:00 AM | Mandatory Pre-Bid Conference | A MANDATORY pre-bid conference will be held Wednesday, April 20, 2016, at the Collin County Purchasing Department, 2300 Bloomdale Rd., Ste. 3160, McKinney, TX. 75071. Prospective bidders may come any time during this time period. Please send an email to judydavis@co.collin.tx.us to schedule a sample review time. |
| 4/22/2016 5:00:00 PM | Intent to Bid | Do you intend to bid? |
| 4/22/2016 5:00:00 PM | Questions and Answers | Please email questions to Judy Davis at judydavis@co.collin.tx.us. The end date for questions is April 22nd at 5:00 p.m. |

Bid Messages

Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

| Line | Filename | Description |
|--------|---|--|
| Header | Cover Page.docx | Cover Page |
| Header | Legal Notice.doc | Legal Notice |
| Header | General Instructions_Bid.docx | General Instructions_Bid |
| Header | Terms of Contract_Bid.docx | Terms of Contract - Bid |
| Header | Insurance.doc | Insurance |
| Header | 4.0 special_terms_and_conditions.doc | Special Conditions and Specifications |
| Header | HB23_CIQ.docx | Information Regarding Conflict of Interest Questionnaire |
| Header | CIQ_113015.pdf | Conflict of Interest Questionnaire |
| Header | W9_2014.pdf | W-9 |

Bid Attributes

Please review the following and respond where necessary

| # | Name | Note | Response |
|---|-----------------|--|------------------|
| 1 | Delivery | Delivery will be F.O.B. inside delivery at Collin County designated locations and all transportation charges are to be paid by the supplier to destination. Please state delivery in calendar days from date of order. | _____ (Required) |
| 2 | Exceptions | Do you take exceptions to the specifications. If so, by separate attachment, please state your exceptions. Valid Responses: [Please Select], Yes, No | _____ (Required) |
| 3 | Insurance | I understand that the insurance requirements of this solicitation are required and a certificate of insurance shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract. Please initial. | _____ (Required) |
| 4 | Reference No. 1 | List a company or governmental agency where these same/like products /services, as stated herein, have been provided. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. | _____ (Required) |
| 5 | Reference No. 2 | List a company or governmental agency where these same/like products /services, as stated herein, have been provided. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. | _____ (Required) |
| 6 | Reference No. 3 | List a company or governmental agency where these same/like products /services, as stated herein, have been provided. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. | _____ (Required) |

- 7 Cooperative Contracts _____ (Required)
- As permitted under Title 8, Chapter 271, Subchapter F, Section 271.101 and 271.102 V.T.C.A. and Title 7, Chapter 791, Subchapter C, Section 791.025, V.T.C.A., other local governmental entities may wish to also participate under the same terms and conditions contained in this contract. Each entity wishing to participate must enter into an inter-local agreement with Collin County and have prior authorization from vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the local governmental entity requiring supplies/services. Collin County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.
- Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded, under the same terms and conditions?
Valid Responses: [Please Select], Yes, No
- 8 Preferential Treatment _____ (Required)
- The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A).
1. Is your principal place of business in the State of Texas?
 2. If your principal place of business is not in Texas, in which State is your principal place of business?
 3. If your principal place of business is not in Texas, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage?
 4. If your state favors resident bidders, state by what dollar amount or percentage.
- 9 Debarment Certification _____ (Required)
- I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.
- Please initial.
- 10 Immigration and Reform Act _____ (Required)
- I declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America.
- I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable by Collin County.
- Please initial.

11 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.

_____ (Required)

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

Please send completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.

Please initial.

12 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.

_____ (Required)

Section 2252.908 applies only to a contract entered into on or after January 1, 2016.

Please initial.

13 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.

_____ (Required)

How did you receive notice of this request?
Valid Responses: [Please Select], Plano Star Courier, Plan Room, Collin County eBid Notification, Collin County Website, Other

14 Bidder Acknowledgement

Bidder acknowledges, understands the specifications, any _____ (Required) and all addenda, and agrees to the bid terms and conditions and can provide the minimum requirements stated herein. Bidder 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 Bid submittal resulting from Bidder's failure to do so. Bidder acknowledges the prices submitted in this Bid have been carefully reviewed and are submitted as correct and final. If Bid is accepted, vendor further certifies and agrees to furnish any and all products upon which prices are extended at the price submitted, and upon conditions in the specifications of the Invitation for Bid.

Please initial.

Line Items

| # | Qty | UOM | Description | Response |
|---|--------|------|---|----------|
| 1 | 10,000 | each | FORM# M1, JACKET ENVELOPE, EARLY, 4 3/4" x 11" brown Kraft envelope with black printing on one (1) side. Estimated annual usage: 10,000 each. Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. Qty. 5001-10000. | \$ _____ |

Manufacturer: Manufacturer #:

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|------------|---|------------------------|
| 1 | Quantity | 500 - 1000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 2 | Quantity | 1001 - 5000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 3 | Set Up Fee | Bidder shall state set up fee, if any. | \$ _____ (Required) |

| | | | | |
|---|--------|------|---|----------|
| 2 | 10,000 | each | FORM# M2, BALLOT ENVELOPE, 4 1/4" x 9 1/2" white with black print, two (2) sides, English on one (1) side and Spanish on side two (2). Estimated annual usage: 10,000 each. Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. Qty. 5001-10000 | \$ _____ |
|---|--------|------|---|----------|

Manufacturer: Manufacturer #:

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|------------|---|------------------------|
| 1 | Quantity | 500 - 1000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 2 | Quantity | 1001 - 5000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 3 | Set Up Fee | Bidder shall state set up fee, if any. | \$ _____ (Required) |

| | | | | |
|---|--------|------|--|----------|
| 3 | 10,000 | each | FORM# M3, REGULAR MAIL MAILER ENVELOPE, 4 3/4" x 11" green envelope with printing (English and Spanish) on one (1) side, black ink. Estimated annual usage: 10,000 each. Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. Qty. 5001-10000. | \$ _____ |
|---|--------|------|--|----------|

Manufacturer: Manufacturer #:

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|------------|--|------------------------|
| 1 | Quantity | 500 - 1000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 2 | Quantity | 1001 - 5000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 3 | Set Up Fee | Bidder shall state set up fee, if any. | \$ _____ (Required) |

4 10,000 each FORM# M4, FPCA CARRIER ENVELOPE, 4 1/2" x 10 x 3/8" white envelope with black printing, two (2) sides, bar coding and postal permit. Estimated annual usage: 10,000. Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. Qty. 5001-10000. \$ _____

Manufacturer: Manufacturer #:

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|------------|--|------------------------|
| 1 | Quantity | 500 - 1000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 2 | Quantity | 1001 - 5000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 3 | Set Up Fee | Bidder shall state set up fee, if any. | \$ _____ (Required) |

5 10,000 each FORM# M5, FPCA MAILER ENVELOPE, 4 3/4" x 11" white envelope with black printing, one (1) side, bar coding and postal permit. Estimated annual usage: 10,000. Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. Qty. 5001-10000. \$ _____

Manufacturer: Manufacturer #:

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|------------|--|------------------------|
| 1 | Quantity | 500 - 1000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 2 | Quantity | 1001 - 5000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 3 | Set Up Fee | Bidder shall state set up fee, if any. | \$ _____ (Required) |

6 7,000 each FORM# M6, REGULAR MAIL CARRIER ENVELOPE, 4 1/2" x 10 x 3/8" yellow envelope with black printing, two (2) sides in both English and Spanish. Estimated annual usage: 7,000. Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. Qty. 5001-10000. \$ _____

Manufacturer: Manufacturer #:

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|------------|--|------------------------|
| 1 | Quantity | 500 - 1000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 2 | Quantity | 1001 - 5000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 3 | Set Up Fee | Bidder shall state set up fee, if any. | \$ _____ (Required) |

7 3,000 each FORM# M10, PARTY AFFILIATION CERTIFICATE, 8 1/2" x 14" white 24 lb bond paper with center perforation and six (6) horizontal perforations, black printing, one (1) side. Estimated annual usage: 3,000. Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. Qty. 1001-5000. \$ _____

Manufacturer: Manufacturer #:

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|------------|---|------------------------|
| 1 | Quantity | 100 - 500, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 2 | Quantity | 501 - 1000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 3 | Set Up Fee | Bidder shall state set up fee, if any. | \$ _____ (Required) |

8 10,000 each FORM# M24, PROVISIONAL ENVELOPE, 11 1/2" x 5 5/8" green envelope, perforated at the top with snap over flap, black print on both sides in English and Spanish. Estimated annual usage: 10,000. Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. Qty. 5001-10000. \$ _____

Manufacturer: Manufacturer #:

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|------------|--|------------------------|
| 1 | Quantity | 500 - 1000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 2 | Quantity | 1001 - 5000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 3 | Set Up Fee | Bidder shall state set up fee, if any. | \$ _____ (Required) |

9 5,000 each FORM# M28, STATEMENT OF COMPENSATION AND OATHS, 14 3/4" x 8 1/2" two (2) part yellow NCR, LEFT 3/4" snap out, black printing on one (1) side with red notational markings. Estimated annual usage: 5,000. Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. Qty. 1001-5000. \$ _____

Manufacturer: Manufacturer #:

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|------------|---|------------------------|
| 1 | Quantity | 100 - 500, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 2 | Quantity | 501 - 1000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 3 | Set Up Fee | Bidder shall state set up fee, if any. | \$ _____ (Required) |

10 50,000 each FORM# M9, STATEMENT OF RESIDENCE, 8" x 6", 100 lb, yellow card stock with black printing on two (2) sides in English and Spanish, NO PERFORATION. Estimated annual usage: 40,000. Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. Qty. 40001-50000. \$ _____

Manufacturer: Manufacturer #:

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|------------|--|------------------------|
| 1 | Quantity | 10000 - 20000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 2 | Quantity | 20001 - 30000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 3 | Quantity | 30001 - 40000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 4 | Set Up Fee | Bidder shall state set up fee, if any. | \$ _____ (Required) |

11 3,000 each FORM# M20, BALLOT AND SEAL CERTIFICATE AND REGISTER OF OFFICIAL BALLOT, 8 1/2" x 14" plus stub, 3 part carbonless, white, yellow, pink; tears apart at top with black print on one (1) side. Estimated annual usage: 3,000. Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. Qty. 1001-5000. \$ _____

Manufacturer: Manufacturer #:

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|------------|---|------------------------|
| 1 | Quantity | 100 - 500, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 2 | Quantity | 501 - 1000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 3 | Set Up Fee | Bidder shall state set up fee, if any. | \$ _____ (Required) |

12 1,000 each FORM# M22, NOTICE OF TOTAL VOTERS, 8 1/2" x 11", 24 lb bond, blue with black print on one (1) side, English and Spanish. Estimated annual usage: 1,000. Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. Qty. 501-1000. \$ _____

Manufacturer: Manufacturer #:

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|------------|--|------------------------|
| 1 | Quantity | 100 - 500, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 2 | Quantity | 1001 - 5000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 3 | Set Up Fee | Bidder shall state set up fee, if any. | \$ _____ (Required) |

13 1,000 each FORM# M23, REGISTER OF SPOILED BALLOTS, 8 1/2" x 11", 20 lb bond, goldenrod with black printing on one (1) side, English and Spanish. Estimated annual usage: 1,000. Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. Qty. 501-1000. \$ _____

Manufacturer: Manufacturer #:

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|----------|--|------------------------|
| 1 | Quantity | 100 - 500, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |

| | | | |
|---|------------|--|------------------------|
| 2 | Quantity | 1001 - 5000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 3 | Set Up Fee | Bidder shall state set up fee, if any. | \$ _____ (Required) |

14 1,000 each FORM# M27, OATHS OF ASSISTANTS AND INTERPRETERS, 8 1/2" x 14", yellow with black printing on one (1) side, both English and Spanish. Estimated annual usage: 1,000. Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. Qty. 501-1000. \$ _____

Manufacturer: Manufacturer #:

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|------------|--|------------------------|
| 1 | Quantity | 100 - 500, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 2 | Quantity | 1001 - 5000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 3 | Set Up Fee | Bidder shall state set up fee, if any. | \$ _____ (Required) |

15 1,000 each FORM# M30, CUSTODIAN OF RECORDS ENVELOPE, 10" x 15", yellow envelope catalog style, black printing on one (1) side, Estimated annual usage: 1,000. Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. Qty. 501-1000. \$ _____

Manufacturer: Manufacturer #:

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|------------|--|------------------------|
| 1 | Quantity | 100 - 500, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 2 | Quantity | 1001 - 5000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 3 | Set Up Fee | Bidder shall state set up fee, if any. | \$ _____ (Required) |

16 1,000 each FORM# M31, PRESIDING JUDGE ENVELOPE, 10" x 15", pink envelope, catalog style with black printing on one (1) side, Estimated annual usage: 1,000. Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. Qty. 501-1000. \$ _____

Manufacturer: Manufacturer #:

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|------------|--|------------------------|
| 1 | Quantity | 100 - 500, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 2 | Quantity | 1001 - 5000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 3 | Set Up Fee | Bidder shall state set up fee, if any. | \$ _____ (Required) |

17 500 each FORM# M32, RETURN SHEET, 8 1/2" x 14", black printing on one (1) side, 20 lb. paper. Estimated annual usage: 500. Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. Qty. 100-500. \$ _____

Manufacturer: Manufacturer #:

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|------------|---|------------------------|
| 1 | Quantity | 501 - 1000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 2 | Set Up Fee | Bidder shall state set up fee, if any. | \$ _____ (Required) |

18 2,000 each FORM# M33, TALLEY LIST-BLUE 17" x 14", white, center folded to 8 1/2" x 14" size, black printing on two (2) sides with red notational markings and one (1) 8 1/2" x 3/4" PMS color strip across bottom front of form. Estimated annual usage: 2000. Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. Qty. 1001-5000. \$ _____

Manufacturer: Manufacturer #:

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|------------|---|------------------------|
| 1 | Quantity | 100 - 500, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 2 | Quantity | 501 - 1000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 3 | Set Up Fee | Bidder shall state set up fee, if any. | \$ _____ (Required) |

19 2,000 each FORM# M34, TALLEY LIST-YELLOW, 17" x 14", white, center folded to 8 1/2" x 14" size, black printing on two (2) sides with red notational markings and one (1) 8 1/2" x 3/4" PMS color strip across bottom front of form. \$ _____
 Estimated annual usage: 2000. Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided.
 Qty. 1001-5000.

Manufacturer: Manufacturer #:

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|------------|---|------------------------|
| 1 | Quantity | 100 - 500, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 2 | Quantity | 501 - 1000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 3 | Set Up Fee | Bidder shall state set up fee, if any. | \$ _____ (Required) |

20 2,000 each FORM# M35, TALLEY LIST-WHITE, 17" x 14", white, center folded to 8 1/2" x 14" size, black printing on two (2) sides with red notational markings. \$ _____
 Estimated annual usage: 2000. Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided.
 Qty. 1001-5000.

Manufacturer: Manufacturer #:

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|------------|---|------------------------|
| 1 | Quantity | 100 - 500, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 2 | Quantity | 501 - 1000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 3 | Set Up Fee | Bidder shall state set up fee, if any. | \$ _____ (Required) |

21 100,000 each MAIL BALLOTS-OPTICAL SCAN pdf format, 8 1/2" x 11", numbered consecutively beginning with number one (1) and ending with the maximum number of ballots required for a particular section; bundled in increments of 25 or 50 shrink wrapped according to precinct or ballot style as determined in purchase order; white 90 lb index, all black ink. Forms to be sequentially numbered on front. "Ballot____Precinct____" on back of forms. Bid price to include dedicated delivery of ballots from vendor to the Elections Office in McKinney, Texas. Estimated Annual Usage: 100,000 total for three possible print sizes (8 1/2" x 11", 8 1/2 x 14" and 8 1/2" x 18"). \$ _____

CRITICAL DELIVERY REQUIREMENT FOR THIS ITEM: Bidder shall deliver order 3-7 days ARO.

SAMPLE TEST RUN: The successful bidder shall provide ballots for a sample run for the purpose of quality control. Quantity required for this test to be determined by the Elections Administrator at the time the request is made. Bidder shall provide one (1) additional professional reference specific to printing optical scan ballots. Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided.

Qty. 50001 - 100000.

Manufacturer: Manufacturer #:

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|------------|--|------------------------|
| 1 | Quantity | 20000 - 30000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 2 | Quantity | 30001 - 40000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 3 | Quantity | 40001 - 50000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 4 | Set Up Fee | Bidder shall state set up fee, if any. | \$ _____ (Required) |

22 20,000 each PROVISIONAL BALLOT-OPTICAL SCAN pdf format, 8 1/2" x 11", numbered consecutively beginning with number one (1) and ending with the maximum number of ballots required for a particular section; bundled in increments of 25 or 50 shrink wrapped according to precinct or ballot style as determined in purchase order; white 90 lb index, all black ink. Forms to be sequentially numbered on front. "Ballot STYLE____Precinct____" on back of forms. Bid price to include dedicated delivery of ballots from vendor to the Elections Office in McKinney, Texas. Estimated Annual Usage: 20,000 total for three possible print sizes (8 1/2" x 11", 8 1/2 x 14" and 8 1/2" x 18"). \$ _____

CRITICAL DELIVERY REQUIREMENT FOR THIS ITEM: Bidder shall deliver order 3-7 days ARO.

SAMPLE TEST RUN: The successful bidder shall provide ballots for a sample run for the purpose of quality control. Quantity required for this test to be determined by the Elections Administrator at the time the request is made. Bidder shall provide one (1) additional professional reference specific to printing optical scan ballots. Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided.

Qty. 10000 - 20000.

Manufacturer: Manufacturer #:

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|------------|--|------------------------|
| 1 | Quantity | 20001 - 30000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 2 | Quantity | 30001 - 40000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 3 | Set Up Fee | Bidder shall state set up fee, if any. | \$ _____ (Required) |

23 50,000 each SAMPLE BALLOTS-OPTICAL SCAN pdf format, 8 1/2" x 11", printed on yellow 20 lb paper stock; bundled in increments of 25 or 50, shrink wrapped according to precinct or ballot style \$ _____ as determined in purchase order; "SAMPLE" water mark (screened or outlined as necessary) to be printed diagonally across front and back of each ballot upon request. Forms to be sequentially numbered consecutively numbered on back of forms. "Ballot____Precinct____" on back of forms. Bid price to include dedicated delivery of ballots from vendor to Elections Office in McKinney Texas. Estimated Annual Usage: 50,000 total for three possible print sizes (8 1/2" x 11", 8 1/2 x 14" and 8 1/2" x 18"). CRITICAL DELIVERY REQUIREMENT FOR THIS ITEM: Bidder shall deliver order 3-7 days ARO. SAMPLE TEST RUN: The successful bidder shall provide ballots for a sample run for the purpose of quality control. Quantity required for this test to be determined by the Elections Administrator at the time the request is made. Bidder shall provide one (1) additional professional reference specific to printing optical scan ballots. Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. Qty. 40001 - 50000.

Manufacturer: Manufacturer #:

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|------------|---|------------------------|
| 1 | Quantity | 20000 - 30000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 2 | Quantity | 30001 - 40000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 3 | Quantity | 50001 - 100000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 4 | Set Up Fee | Bidder shall state set up fee, if any. | \$ _____ (Required) |

24 100,000 each MAIL BALLOTS-OPTICAL SCAN pdf format, 8 1/2" x 14", numbered consecutively beginning with number one (1) and ending with the maximum number of ballots required for a particular section; bundled in increments of 25 or 50, shrink wrapped according to precinct or ballot style as determined in purchase order; white 90 lb index, all black ink. Forms to be sequentially numbered on front. "Ballot____Precinct____" on back of forms. Bid price to include dedicated delivery of ballots from vendor to Elections Office in McKinney, Texas. Estimated Annual Usage: 100,000 total for three possible print sizes (8 1/2" x 11", 8 1/2" x 14" and 8 1/2" x 18"). CRITICAL DELIVERY REQUIREMENT FOR THIS ITEM: Bidder shall deliver order 3-7 days ARO. SAMPLE TEST RUN: The successful bidder shall provide ballots for a sample run for the purpose of quality control. Quantity required for this test to be determined by the Elections Administrator at the time the request is made. Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. Qty. 50001 - 100000. \$ _____

Manufacturer: Manufacturer #:

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|------------|--|------------------------|
| 1 | Quantity | 20000 - 30000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 2 | Quantity | 30001 - 40000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 3 | Quantity | 40001 - 50000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 4 | Set Up Fee | Bidder shall state set up fee, if any. | \$ _____ (Required) |

25 20,000 each PROVISIONAL BALLOT-OPTICAL SCAN pdf format, 8 1/2" x 14", numbered consecutively beginning with number one (1) and ending with the maximum number of ballots required for a particular section; bundled in increments of 25 or 50 shrink wrapped according to precinct or ballot style as determined in purchase order; white 90 lb index, all black ink. Forms to be sequentially numbered on front. "Ballot STYLE____Precinct____" on back of forms. Bid price to include dedicated delivery of ballots from vendor to the Elections Office in McKinney, Texas. Estimated Annual Usage: 20,000 total for three possible print sizes (8 1/2" x 11", 8 1/2" x 14" and 8 1/2" x 18"). CRITICAL DELIVERY REQUIREMENT FOR THIS ITEM: Bidder shall deliver order 3-7 days ARO. SAMPLE TEST RUN: The successful bidder shall provide ballots for a sample run for the purpose of quality control. Quantity required for this test to be determined by the Elections Administrator at the time the request is made. Bidder shall provide one (1) additional professional reference specific to printing optical scan ballots. Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. Qty. 10000 - 20000. \$ _____

Manufacturer: Manufacturer #:

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|------------|--|------------------------|
| 1 | Quantity | 20001 - 30000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 2 | Quantity | 30001 - 40000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 3 | Set Up Fee | Bidder shall state set up fee, if any. | \$ _____ (Required) |

26 50,000 each SAMPLE BALLOTS-OPTICAL SCAN pdf format, 8 1/2" x 14", printed on yellow 20 lb paper stock; bundled in increments of 25 or 50, shrink wrapped according to precinct or ballot style \$ _____ as determined in purchase order; "SAMPLE" water mark (screened or outlined as necessary) to be printed diagonally across front and back of each ballot upon request. Forms to be sequentially numbered consecutively numbered on back of forms. "Ballot____Precinct____" on back of forms. Bid price to include dedicated delivery of ballots from vendor to Elections Office in McKinney Texas. Estimated Annual Usage: 50,000 total for three possible print sizes (8 1/2" x 11", 8 1/2 x 14" and 8 1/2" x 18"). CRITICAL DELIVERY REQUIREMENT FOR THIS ITEM: Bidder shall deliver order 3-7 days ARO.
SAMPLE TEST RUN: The successful bidder shall provide ballots for a sample run for the purpose of quality control. Quantity required for this test to be determined by the Elections Administrator at the time the request is made. Bidder shall provide one (1) additional professional reference specific to printing optical scan ballots. Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided.
Qty. 40001 - 50000.

Manufacturer: Manufacturer #:

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|------------|---|------------------------|
| 1 | Quantity | 20000 - 30000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 2 | Quantity | 30001 - 40000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 3 | Quantity | 50001 - 100000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 4 | Set Up Fee | Bidder shall state set up fee, if any. | \$ _____ (Required) |

27 100,000 each MAIL BALLOTS-OPTICAL SCAN pdf format, 8 1/2" x 18", numbered consecutively beginning with number one (1) and ending with the maximum number of ballots required for a particular section; bundled in increments of 25 or 50, shrink wrapped according to precinct or ballot style as determined in purchase order; white 90 lb index, all black ink. Forms to be sequentially numbered on front. "Ballot____Precinct____" on back of forms. Bid price to include dedicated delivery of ballots from vendor to Elections Office in McKinney, Texas. Estimated Annual Usage: 100,000 total for three possible print sizes (8 1/2" x 11", 8 1/2" x 14" and 8 1/2" x 18"). CRITICAL DELIVERY REQUIREMENT FOR THIS ITEM: Bidder shall deliver order 3-7 days ARO. SAMPLE TEST RUN: The successful bidder shall provide ballots for a sample run for the purpose of quality control. Quantity required for this test to be determined by the Elections Administrator at the time the request is made. Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. Qty. 50001 - 100000. \$ _____

Manufacturer: Manufacturer #:

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|------------|--|------------------------|
| 1 | Quantity | 30000 - 40000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 2 | Quantity | 40001 - 50000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 3 | Set Up Fee | Bidder shall state set up fee, if any. | \$ _____ (Required) |

28 20,000 each PROVISIONAL BALLOT-OPTICAL SCAN pdf format, 8 1/2" x 18", numbered consecutively beginning with number one (1) and ending with the maximum number of ballots required for a particular section; bundled in increments of 25 or 50 shrink wrapped according to precinct or ballot style as determined in purchase order; white 90 lb index, all black ink. Forms to be sequentially numbered on front. "Ballot STYLE____Precinct____" on back of forms. Bid price to include dedicated delivery of ballots from vendor to the Elections Office in McKinney, Texas. Estimated Annual Usage: 20,000 total for three possible print sizes (8 1/2" x 11", 8 1/2" x 14" and 8 1/2" x 18"). CRITICAL DELIVERY REQUIREMENT FOR THIS ITEM: Bidder shall deliver order 3-7 days ARO. SAMPLE TEST RUN: The successful bidder shall provide ballots for a sample run for the purpose of quality control. Quantity required for this test to be determined by the Elections Administrator at the time the request is made. Bidder shall provide one (1) additional professional reference specific to printing optical scan ballots. Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. Qty. 10000 - 20000. \$ _____

Manufacturer: Manufacturer #:

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|----------|--|------------------------|
| 1 | Quantity | 20001 - 30000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 2 | Quantity | 30001 - 40000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |

| | | | |
|---|------------|--|------------------------|
| 3 | Set Up Fee | Bidder shall state set up fee, if any. | \$ _____ (Required) |
|---|------------|--|------------------------|

29 50,000 each SAMPLE BALLOTS-OPTICAL SCAN pdf format, 8 1/2" x 18", printed on yellow 20 lb paper stock; bundled in increments of 25 or 50, shrink wrapped according to precinct or ballot style \$ _____ as determined in purchase order; "SAMPLE" water mark (screened or outlined as necessary) to be printed diagonally across front and back of each ballot upon request. Forms to be sequentially numbered consecutively numbered on back of forms. "Ballot____Precinct____" on back of forms. Bid price to include dedicated delivery of ballots from vendor to Elections Office in McKinney Texas. Estimated Annual Usage: 50,000 total for three possible print sizes (8 1/2" x 11", 8 1/2 x 14" and 8 1/2" x 18"). CRITICAL DELIVERY REQUIREMENT FOR THIS ITEM: Bidder shall deliver order 3-7 days ARO.
SAMPLE TEST RUN: The successful bidder shall provide ballots for a sample run for the purpose of quality control. Quantity required for this test to be determined by the Elections Administrator at the time the request is made. Bidder shall provide one (1) additional professional reference specific to printing optical scan ballots. Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided.
Qty. 40001 - 50000.

Manufacturer: Manufacturer #:

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|------------|--|------------------------|
| 1 | Quantity | 20001 - 30000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 2 | Quantity | 30001 - 40000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 3 | Set Up Fee | Bidder shall state set up fee, if any. | \$ _____ (Required) |

30 100,000 each FORM# M11, VOTER REGISTRATION CERTIFICATE, Blank stock, 4 1/2" x 6", tractor feed, black print two (2) sides, color insert, perforated design of certificate is prescribed by Secretary of State. Estimated Annual Usage: 100,000. Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. \$ _____
Qty. 50001 - 100000.

Manufacturer: Manufacturer #:

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|----------|--|------------------------|
| 1 | Quantity | 20000 - 30000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 2 | Quantity | 30001 - 40000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 3 | Quantity | 40001 - 50000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |

| | | | |
|---|------------|--|------------------------|
| 4 | Set Up Fee | Bidder shall state set up fee, if any. | \$ _____ (Required) |
|---|------------|--|------------------------|

31 20,000 each FORM# M44, POLL LIST, 8 1/2" x 14", three (3) part carbonless form plus standard stub; yellow, pink and blue with snap out top. Estimated Annual Usage: 20,000. Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. Qty. 10000 - 20000. \$ _____

Manufacturer: Manufacturer #:

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|------------|--|------------------------|
| 1 | Quantity | 20001 - 30000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 2 | Quantity | 30001 - 40000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 3 | Set Up Fee | Bidder shall state set up fee, if any. | \$ _____ (Required) |

32 75,000 each FORM# M47, CONFIRMATION CARD, Green post card, perforated, black print on two (2) sides in both English and Spanish with intelligent barcode and postage permit; 6" x 12" with a 5/8" flap folded over and tabbed with 1" tab, 90 lb index with peel and stick strip; card to be folded at perforation. Estimated Annual Usage: 75,000. Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. Qty. 50001 - 100000. \$ _____

Manufacturer: Manufacturer #:

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|------------|--|------------------------|
| 1 | Quantity | 20000 - 30000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 2 | Quantity | 30001 - 40000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 3 | Quantity | 40001 - 50000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 4 | Set Up Fee | Bidder shall state set up fee, if any. | \$ _____ (Required) |

33 100,000 each FORM# M49, TEXAS VOTER REGISTRATION APPLICATION (ENGLISH AND SPANISH). Flat size 6" x 9 1/2" with 1 1/2" fold at top and another 5 1/2" from top. Finish size folds to 6" x 4" (double postcard), 1/2 inch glue strip at top inside card. Score card at 1 1/2" from top and 5 1/2" from top of form (at folds), white with black printing on both sides, with intelligent barcode and postal permit. 67# Vellum Bristol (White). One to be printed IN ENGLISH and one to be printed IN SPANISH. Estimated Annual Usage: 100,000. Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. Qty. 50001 - 100000. \$ _____

Manufacturer: Manufacturer #:

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|------------|--|------------------------|
| 1 | Quantity | 20000 - 30000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 2 | Quantity | 30001 - 40000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 3 | Quantity | 40001 - 50000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 4 | Set Up Fee | Bidder shall state set up fee, if any. | \$ _____ (Required) |

34 75,000 each FORM# M50, DEPUTY VOTER REGISTRATION CARDS, 90 lb index, 11" x 6' green card with black writing on one (1) side. One to be printed IN ENGLISH and ONE to be printed IN SPANISH. Two (2) perforations at one end of card. Estimated Annual Usage: 75,000. Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. Qty. 50001 - 100000. \$ _____

Manufacturer: Manufacturer #:

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|------------|--|------------------------|
| 1 | Quantity | 20000 - 30000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 2 | Quantity | 30001 - 40000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 3 | Quantity | 40001 - 50000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 4 | Set Up Fee | Bidder shall state set up fee, if any. | \$ _____ (Required) |

35 2,000 each FORM# M51, BALLOT AND SEAL CERTIFICATE, 8 1/2" x 8 1/2" plus stub, 2 carbonless, blue and pink; top snaps out with black print on one side. Form is prescribed by Secretary of State Section 127.036, V.T.C.A., Election Code. Estimated Annual Usage: 2,000. Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. Qty. 1001 - 5000. \$ _____

Manufacturer: Manufacturer #:

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|------------|---|------------------------|
| 1 | Quantity | 100 - 500, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 2 | Quantity | 501 - 1001, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 3 | Set Up Fee | Bidder shall state set up fee, if any. | \$ _____ (Required) |

36 1,500 each FORM# M52, DISTANCE MARKER, 8 1/2" x 11" 100 lb laminated card stock, white with black printing on one (1) side in both ENGLISH and SPANISH. Form is prescribed by Secretary of State Section 62.010 and 61.008, V.T.C.A., Election Code. Estimated Annual Usage: 1,500. Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. Qty. 1001 - 5000. \$ _____

Manufacturer: Manufacturer #:

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|------------|---|------------------------|
| 1 | Quantity | 100 - 500, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 2 | Quantity | 501 - 1001, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 3 | Set Up Fee | Bidder shall state set up fee, if any. | \$ _____ (Required) |

37 1,500 each FORM# M55, ELECTION OFFICE TELEPHONE INFORMATION, 8 1/2" x 11" blue paper with black printing on two (2) sides, one (1) side in English and one (1) side in Spanish with lamination on both sides. Estimated Annual Usage: 1,500. Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. Qty. 1001 - 5000. \$ _____

Manufacturer: Manufacturer #:

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|------------|---|------------------------|
| 1 | Quantity | 100 - 500, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 2 | Quantity | 501 - 1001, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 3 | Set Up Fee | Bidder shall state set up fee, if any. | \$ _____ (Required) |

38 1,000 each FORM# M56, DEPUTY VOTER REGISTRAR IDENTIFICATION CARD, Business card sized, white, black printing on one (1) side. sides. Estimated Annual Usage: 1,000. Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. Qty. 501 - 1000. \$ _____

Manufacturer: Manufacturer #:

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|------------|--|------------------------|
| 1 | Quantity | 100 - 500, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 2 | Quantity | 1001 - 5000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 3 | Set Up Fee | Bidder shall state set up fee, if any. | \$ _____ (Required) |

39 50,000 each FORM# M58, COMBINATION FORM FOR EV/ED, 8 1/2" x 14", white paper, black printing on both sides. Estimated Annual Usage: 50,000. Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. Qty. 40001 - 50000. \$ _____

Manufacturer: Manufacturer #:

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|------------|---|------------------------|
| 1 | Quantity | 20000 - 30000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 2 | Quantity | 30001 - 40000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 3 | Quantity | 50001 - 100000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 4 | Set Up Fee | Bidder shall state set up fee, if any. | \$ _____ (Required) |

40 20,000 each FORM# M59, COMBINATION FORM FOR EV/ED, 8 1/2" x 14", white paper, black printing on both sides with statement, "I am a Republican and understand that I am ineligible to vote or participate in another political party's primary election or convention during this voting year." Estimated Annual Usage: 20,000. Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. Qty. 10000 - 20000. \$ _____

Manufacturer: Manufacturer #:

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|------------|--|------------------------|
| 1 | Quantity | 20001 - 30000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 2 | Quantity | 30001 - 40000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 3 | Set Up Fee | Bidder shall state set up fee, if any. | \$ _____ (Required) |

41 10,000 each FORM# M60, COMBINATION FORM FOR EV/ED, 8 1/2" x 14", blue paper, black printing on both sides with statement, "I am a Democrat and understand that I am ineligible to vote or participate in another political party's primary election or convention during this voting year." Estimated Annual Usage: 10,000. Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. Qty. 5000 - 10000. \$ _____

Manufacturer: Manufacturer #:

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|------------|--|------------------------|
| 1 | Quantity | 10001 - 20000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 2 | Set Up Fee | Bidder shall state set up fee, if any. | \$ _____ (Required) |

42 2,000 each FORM# M62, NOTICE OF PROHIBITION OF CERTAIN DEVICES, 8 1/2" x 11", blue paper, black printing on ONE (1) side IN ENGLISH and SPANISH. Estimated Annual Usage: 2,000. Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. Qty. 1001 - 5000. \$ _____

Manufacturer: Manufacturer #:

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|----------|--|------------------------|
| 1 | Quantity | 100 - 500, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |

| | | | |
|---|------------|---|------------------------|
| 2 | Quantity | 501 - 1000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 3 | Set Up Fee | Bidder shall state set up fee, if any. | \$ _____ (Required) |

43 2,000 each FORM# M64, LIST OF FIRST TIME VOTERS, 8 1/2" x 11", 20 lb., white paper, printed in English on one side. Estimated Annual Usage: 2,000. Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. Qty. 1001 - 5000 \$ _____

Manufacturer: Manufacturer #:

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|------------|---|------------------------|
| 1 | Quantity | 100 - 500, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 2 | Quantity | 501 - 1000, Bidder shall state the price for quantity one (1) each for all quantity breaks in the space provided. | \$ _____ (Required) |
| 3 | Set Up Fee | Bidder shall state set up fee, if any. | \$ _____ (Required) |

44 450,000 each FORM# M64, MASS MAILOUT, VOTER REGISTRATION CERTIFICATE, Reference Section 4, Article 4.16.1-4.16.12 of Bid package for details. 4 1/2" x 6", black print two (2) sides, color insert, design of certificate is prescribed by Secretary of State. \$ _____
Vendor will:
1) print certificate blank stock
2) print data onto blank stock certificates
3) mail certificates (postage)
Data to be printed will be provided by Collin County Elections Administrator.
See Line Item #30: FORM# M11 VOTER REGISTRATION CERTIFICATE FOR SAMPLES OF FORM.
Bidder shall state the price to mail 450,000 certificates.

Manufacturer: Manufacturer #:

Supplier Notes: _____

1.0 GENERAL INSTRUCTIONS

1.0.1 Definitions

1.0.1.1 Bidder: refers to submitter.

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

1.0.1.3 Submittal: refers to those documents required to be submitted to Collin County, by a Bidder.

1.0.1.4 IFB: refers to Invitation For Bid.

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

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

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

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

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

1.6 It is understood that Collin County, Texas reserves the right to accept or reject any and/or all Bids for any or all products and/or services covered in an Invitation For Bid (IFB), and to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of Collin County.

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

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

1.9 All Invitation For Bids (IFB) submitted electronically via Collin County eBid shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the IFB.

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

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

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

1.13 Any interpretations, corrections and/or changes to an Invitation For Bid, 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 seven (7) days prior to the opening/receipt date. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners' Court. Addenda may be transmitted electronically via Collin County eBid.

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

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

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

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

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

1.19 Minimum Standards for Responsible Prospective Bidders: A prospective Bidder must meet the following minimum requirements:

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

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

1.19.3 have a satisfactory record of performance;

1.19.4 have a satisfactory record of integrity and ethics;

1.19.5 be otherwise qualified and eligible to receive an award.

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

1.20 Vendor shall bear any/all costs associated with it's preparation of an IFB.

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

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

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

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

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

2.0 TERMS OF CONTRACT

2.1 A bid, 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 a Change Order.

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

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

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

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

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

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

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

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

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

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

2.11.1 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of \$25,000.00. Such bond

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

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

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

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

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

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

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

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

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

2.18.1 Collin County Purchase Order Number;

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

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

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

2.20 All warranties shall be stated as required in the Uniform Commercial Code.

2.21 The Vendor/Contractor/Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

- 2.22 The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.
- 2.23 The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Collin County, Texas.
- 2.24 The Vendor/Contractor/Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.
- 2.25 The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.
- 2.26 Vendor/Contractor/Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Vendor/Contractor/Provider for purposes of solicitation. As exception, Vendor/Contractor/Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.
- 2.27 The Vendor/Contractor/Provider understands, acknowledges and agrees that if the Vendor/Contractor/Provider subcontracts with a third party for services and/or material, the primary Vendor/Contractor/Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Vendor/Contractor/Provider and the third party, including any payment dispute, will be promptly remedied by the primary vendor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Vendor/Contractor/Provider by Collin County for any payments owed to the third party.
- 2.28 Vendor/Contractor/Provider shall provide Collin County with diagnostic access tools at no additional cost to Collin County, for all Electrical and Mechanical systems, components, etc., procured through this contract.
- 2.29 Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by the Collin County Homeland Security prior to access being granted to Collin County. Upon request, Vendor/Contractor/Provider shall provide list of individuals to Collin County Purchasing Department within five (5) working days.
- 2.30 Non-Disclosure Agreement: Where applicable, vendor shall be required to sign a non-disclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by vendor, except as provided in the contract/agreement, may cause serious harm or damage to Collin County. Therefore, Vendor agrees that Vendor will not use the information furnished for any purpose other than that stated in contract/agreement, and agrees that Vendor will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible transaction. This agreement shall be binding upon Collin County and Vendor, and upon the directors, officers, employees and agents of each.
- 2.31 Vendors/Contractors/Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must be legally eligible to work in the United States of America.
- 2.32 Certification of Eligibility: This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or proposal in response to this solicitation, the Bidder 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 bid/proposal submission and time of award, the Bidder will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.

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

2.34 Delays and Extensions of Time when applicable:

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

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

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

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

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

3.0 INSURANCE REQUIREMENTS

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

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

- Each Occurrence: \$1,000,000
- Personal & Adv Injury: \$1,000,000
- Products/Completed Operation: \$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 including owned, non-owned, and hired vehicles used in connection with the contract.

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

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

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

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

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

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

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

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

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

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

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

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

4.0 SPECIAL CONDITIONS AND SPECIFICATIONS

- 4.1 Authorization: By order of the Commissioners' Court of Collin County, Texas sealed bids will be received for Supplies: Specialized Printing for Elections.
- 4.2 Purpose: The intended purpose for this Invitation For Bid is to describe the various printing jobs required by the Elections Department.
- 4.3 Term: Successful vendor(s) will be awarded a twelve (12) month contract, effective from date of award or notice to proceed as determined by Collin County Purchasing and continues through and including May 30, 2017. At Collin County's option and approval by the vendor, the contract may be renewed for three (3) additional one (1) year periods, as further explained in Renewal Options.
- 4.4 Pre-Bid Conference: A **MANDATORY** pre-bid conference will be held Wednesday, April 20, 2016, at the Collin County Purchasing Department, 2300 Bloomdale Rd., Ste. 3160, McKinney, TX. 75071. Prospective bidders may come any time during this time period. Please send an email to judydavis@co.collin.tx.us to schedule a sample review time. The purpose of this mandatory pre-bid conference is to review all samples and documents to gain a full understanding of the requirements of the bid.
- 4.4.1 Sample Review: This printing bid includes various items and forms. Bidder shall assume sole responsibility for viewing these samples in order to submit a bid consistent with the requirements of the County. Failure to do will result in rejection of bid. When a discrepancy occurs between specifications and sample, the sample shall prevail.
- 4.5 Funding: Funds for payment have been provided through the Collin County budget approved by the Commissioners' Court for this fiscal year only. State of Texas statutes prohibit the County from any obligation of public funds beyond the fiscal year for which a budget has been approved.
- 4.6 Price Reduction: If during the life of the contract, the vendor'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.
- 4.7 Price Redetermination: A price redetermination may be considered by Collin County only at the anniversary date of the contract June 1st of each year. 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 bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid.** 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.
- 4.8 Delivery/Completion/Response Time: Vendor shall place product(s) and/or complete services at the County's designated location and time as stated herein.

- 4.9 Testing: Testing may be performed at the request of Collin County, by an agent so designated by the County, without expense to Collin County.
- 4.10 Samples/Demos/Proofs: When requested, samples/demos/proofs shall be furnished to the County at no additional expense.
- 4.11 Approximate Usage: Estimated annual quantities are given for each commodity. Approximate usage does not constitute an order, but only implies the probable quantity the County will use. Commodities will be ordered on an as-needed basis.
- 4.12 Over Runs: Collin County shall not pay for over-runs. Vendor is cautioned to provide only the quantity of print copies as stated on the Purchase Order. Any over-runs delivered to the County shall be considered as a donation and no additional fees will be allowed and/or paid.
- 4.13 All pricing shall be placed in the designated area for each specific category. All pricing shall include any/all programming or other time required to produce and assemble product. Pricing shall include costs for materials, labor, typesetting, set up, forms, test samples, proofs, overprinting of data information and all other costs associated with the job. No additional fees will be paid by Collin County.
- 4.14 Artwork: All artwork, layouts, plate negatives, proofs and all CD's (data and image) shall become the property of Collin County. Upon request, a copy of all artwork and/or data referenced in this article shall be delivered to Collin County within seven (7) working days.
- 4.15 Evaluation and Award: Award of the contract shall be made to the responsive bidder(s) who submits the lowest and best bid meeting specifications. Collin County reserves the right to award by item, or as a whole as deemed to be in the best interest of the County.
- 4.16 Specifications: Listed below are minimum requirements and are intended to govern the general printing services, including all material necessary for a finished product, which Collin County uses during the course of routine County business.
- 4.17 MASS MAILOUT - LISTING OF REGISTERED VOTERS
- 4.17.1 Section 14.001 of the Texas Election Code requires that the voter registrar mail new voter registration certificate to all registered voters with an active, or "A", status. This mail out must be completed between November 15 and December 6 of each **odd-numbered year**. The intent of the following specifications is to describe the printing needed to facilitate the above described mail-out.
- 4.17.2 **There are approximately 425,000 active voters in Collin County. The estimated number of active voters by November 2017 will be approximately 500,000. The Secretary of State will prescribe the color and design of the new certificates. A sample of the current certificate is available for viewing in the Purchasing Department (see Article 4.12).**

- 4.17.3 The Elections office will produce a text file and record layout of the file. Fields are fixed lengths. File may be transferred to vendor via FTP or burned to a CD and available for pickup by the vendor. The record layout will be available by September 15.
 - 4.17.4 Certificates shall be mailed first class with a “DO NOT FORWARD” message.
 - 4.17.5 The zip code information provided by the Elections office is not a zip+4.
 - 4.17.6 Vendor shall print barcode of the certificate number on the face of the certificate. Vendor shall also print barcode of the “Notice ID” number on the face of the certificate.
 - 4.17.7 Information provided in files shall be utilized for no other purpose than to produce documents required herein. A test file will be provided to vendor for formatting purposes.
 - 4.17.8 A test data file will be available from the Elections office no later than October 1. Live data file will be available no later than November 10.
 - 4.17.9 Samples and/or proofs must be made available to Collin County Elections Administrator from the test file within fourteen (14) days from receipt of file and must be approved in writing by Collin County Elections Administrator prior to actual printing. Corrected printing proof should be picked up by vendor no later than three (3) days after delivery of original proof.
 - 4.17.10 After correction has been made; the corrected proof shall be re-submitted by vendor for approval by Collin County Elections Administrator no later than three (3) days after delivery of re-submitted corrected printing proof.
 - 4.17.11 Certificates shall be mailed by the vendor no later than December 6th.
 - 4.17.12 Vendor shall bear all costs for required postage. Vendor shall provide Collin County with a written estimate for postage costs based upon postage rates at time of mailing and upon final approval of corrected printing proof. The County will issue a check to vendor for the estimated cost of mailing certificates. Vendor will mail certificates in accordance with election codes then bill for any additional postage or issue a refund for any unused portion within thirty (30) days of the mailing date of the certificates. Vendor shall provide to Collin County Elections Administrator a receipt, showing date of transaction, from the United States Post Office to verify postage expenditures.
- 4.18 ELECTION PRINTING SUPPLIES:
- 4.18.1 ELECTION CODE SECTION 51.013 (Identification of printers for primary election or general election for state and county officers).
 - 4.18.1.1 Each person who prints ballots or other election supplies for a primary election or the general election for state and

county officers shall file a statement with the Secretary of State as provided by this section.

4.18.1.2 The statement must be filed not later than the 60th day before the date of the applicable election.

4.18.1.3 The statement must include:

4.18.1.3.1 the name, business address, and business telephone number of the printer;

4.18.1.3.2 the name and telephone number of any agent or employee of the printer who is designated to receive inquiries or issue information about the printing of ballots or other election supplies; and

4.18.1.3.3 the name and address of each client for whom the ballots or other supplies are printed, the voting methods for which the materials are printed for the client, and a description of the materials printed for the client.

4.18.1.3.4 The Secretary of State shall prescribe the form for the statement required by this section.

4.18.1.4 Delivery for this section 4.16: Two (2) weeks ARO. All typesetting charges shall be included in bid price.

4.18.2 ELECTION BALLOTS: Estimated annual usage may vary from year to year depending on the number of elections held. Estimated usage is listed on each bid line item.

4.18.2.1 Below are minimum specifications for ELECTION BALLOTS. Samples of ballots will be available for viewing in the Purchasing Department. Ballots will be printed from a PDF file. The file may be transferred to the vendor via FTP or burned to a CD and available for pickup by the vendor. Proof samples must be submitted to Collin County for sign-off or approval prior to printing.

4.18.2.2 The successful bidder shall deliver Optical Scan Ballot orders 3-7 days ARO. The successful bidder shall deliver ballots in dedicated transport service, (point to point, without stops) from vendor location to the Elections Office in McKinney, Texas.

4.18.2.3 The successful bidder shall provide ballots for a sample test run for the purpose of quality control upon request. Quantity required will be determined by the Elections Administrator at the time the request is made.

4.18.2.4 The successful bidder shall provide one (1) additional reference specific to printing Optical Scan Election Ballots in addition to the standard references requested in the Company Information/Profile/Reference Section of this bid package.

4.18.3 MAIL BALLOTS (OPTICAL SCAN)

4.18.3.1 FORMAT: Ballot data file will be .pdf format with option to print 8 ½ X 11, 8 ½ X 14, and 8 ½ X 18.

4.18.3.2 NUMBERING: Ballots must be consecutively numbered beginning with number one (1) and ending with the maximum number of ballots required for a particular election.

4.18.3.3 BUNDLING: Ballots must be bundled in increments of 25 or 50 and shrink wrapped according to precinct or ballot style as determined by the purchase order.

4.18.3.4 COLOR: Ballots must be printed on white 90# stock paper.

4.18.4 PROVISIONAL BALLOTS (OPTICAL SCAN)

4.18.4.1 FORMAT: Ballot data file will be .pdf format with option to print 8 ½ X 11, 8 ½ X 14 and 8 ½ X 18.

4.18.4.2 NUMBERING: Ballots must be consecutively numbered beginning with number one (1) and ending with the maximum number of ballots required for a particular election.

4.18.4.3 BUNDLING: Ballots must be bundled in increments of 25 or 50 and shrink wrapped according to precinct or ballot style as determined by purchase order.

4.18.4.4 COLOR: Ballots must be printed on white 90# stock paper.

4.18.5 SAMPLE BALLOTS:

4.18.5.1 FORMAT: Ballot data file will be .pdf format with option to print 8 ½ X 11, 8 ½ X 14, and 8 ½ X 18.

4.18.5.2 BUNDLING: Ballots must be bundled in increments of 25 or 50 and shrink wrapped according to precinct or ballot style as determined by purchase order.

4.18.5.3 COLOR: Ballots must be printed on yellow 20# paper stock.

4.18.5.4 SAMPLE WATER MARK: "SAMPLE" to be printed diagonally across front and back of each ballot when requested.

INFORMATION REGARDING CONFLICT OF INTEREST QUESTIONNAIRE

During the 79th Legislative Session, House Bill 914 was signed into law effective September 1, 2005, which added Chapter 176 to the Texas Local Government Code. Recent changes have been made to Chapter 176 pursuant to HB23, which passed the 84th Legislative Session. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with Collin County, including family, business, and financial relationships such persons may have with Collin County officers or employees involved in the planning, recommending, selecting and contracting of a vendor for this procurement.

For a copy of Form CIQ and

CIS: [http://www.ethics.state.tx.us/filinginfo/conflict_form
s.htm](http://www.ethics.state.tx.us/filinginfo/conflict_form.s.htm)

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

For a listing of current Collin County Officers:

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

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

Department/Evaluation Team:

Bruce Sherbet - Elections Administrator

Cheryl Gorena – Office Administrator

Purchasing:

Michalyn Rains – Purchasing Agent

Sara Hogle, CPPB – Asst. Purchasing Agent

Judy Davis – Buyer II

Commissioners' Court:

Keith Self – County Judge

Susan Fletcher – Commissioner Precinct No. 1

Cheryl Williams – Commissioner Precinct No. 2

Chris Hill – Commissioner Precinct No. 3

Duncan Webb – Commissioner Precinct No. 4

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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

AI-41353

4. c. 2.

Commissioners Court

Meeting Date: 04/04/2016

Advertise for Bids: Services, Maintenance: Plumbing Contractor, IFB No. 2016-112

Submitted For: Dan James

Submitted By: Julie Whitsell

Department: Facilities

Request Type: CONSENT

Agenda Area: Advertisement

Information

Department Action

Request authorization to advertise for bids for Services, Maintenance: Plumbing Contractor, IFB No. 2016-112.

Purchasing Department Action

Request Commissioners Court consideration and any action relating to the approval of the specifications for Services, Maintenance: Plumbing Contractor, IFB No. 2016-112, and authorize Purchasing Agent to advertise for same. jt

HR and/or IT Action

Budget Department Action

Budgeted in various 75-40 accounts County Wide

Auditor's Office Action

Funds available in various funds per attached.

Commissioners Court

Services, Maintenance: Plumbing Contractor (IFB No. 2016-112), Facilities.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Adjustment:

Amount Available: \$283,820

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1: various 7540

Fund Transfers

Remarks:

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: Advertise, Services, Maintenance: Plumbing Contractor – Facilities

On **April 4, 2016**, the Commissioners Court of Collin County, Texas, met in **regular session** with the following members present and participating, to wit:

**Keith Self
Susan Fletcher
Cheryl Williams
Chris Hill
Duncan Webb**

**County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4**

During such session the court considered a request for approval to advertise for Services, Maintenance: Plumbing Contractor (IFB No. 2016-112).

Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval to advertise for Services, Maintenance: Plumbing Contractor (IFB No. 2016-112). Same is hereby approved in accordance with the attached documentation.

Keith Self, County Judge

Susan Fletcher, Commissioner, Pct. 1

Cheryl Williams, Commissioner, Pct. 2

Chris Hill, Commissioner, Pct. 3

Duncan Webb, Commissioner, Pct. 4

ATTEST:

**Stacey Kemp, Ex-Officio Clerk
Commissioners' Court
Collin County, T E X A S**

InterOffice Memorandum

March 16, 2016

To: Jennifer Turner/Buyer II

From: Dan James/Facilities Director

RE: Authorization to Advertise for Bids: Services, Maintenance: Plumbing Contractor, IFB No. 2016-112

I am requesting authorization to advertise for bids for Services, Maintenance: Plumbing Contractor, IFB No. 2016-112.

I appreciate your consideration of my request. If I can be of further assistance please do not hesitate to contact me at extension 5331.

C:advertiseforbidsplumbingcontractor2016



IFB 2016-112

**SERVICES, MAINTENANCE:
PLUMBING CONTRACTOR**

LEGAL NOTICE

By order of the Commissioners' Court of Collin County, Texas, sealed bids will be received by the Purchasing Agent, located at: 2300 Bloomdale Drive, Suite 3160, McKinney, TX 75071, until **2:00 P.M., April 21, 2016**, for competitive bids for **Services; Maintenance: Plumbing Contractor, IFB No. 2016-112**. Bidders should submit unit pricing. Funds for payment have been provided through Collin County budget approved by the Commissioners' Court for this fiscal year only. Bidders may obtain detailed specifications and other documents at Office of the Purchasing Agent: Collin County Administration Building, Purchasing Department, 2300 Bloomdale Drive, Suite 3160, McKinney, TX 75071, 972-548-4165, or by going to: www.ionwave.net. Sealed bids will be opened on **Thursday, April 21, 2016, at 2:00 P.M.** by the Purchasing Agent, located at the Collin County Administration Building, Purchasing Department, 2300 Bloomdale Drive, Suite 3160, McKinney, TX 75071. The Commissioners' Court reserves the right to reject any and all bids.



ATTENTION: CLASSIFIEDS
BILL TO: ACCOUNT NO 06100315-00
COMMISSIONERS' COURT

NOTICE TO PUBLISHERS: Please publish in your issue on **Thursday, April 7, 2016** and **Thursday, April 14, 2016**. A copy of this notice and the publishers' affidavit must accompany the invoice when presented for payment.

NEWSPAPER: Plano Star Courier
DATE: April 7, 2016
FAX: 972-529-1684

Collin County, Texas

Bid Information

Bid Owner Jennifer Turner Buyer II
Email jturner@co.collin.tx.us
Phone (972) 548-4124
Fax (972) 548-4694

Bid Number 2016-112
Title Services, Maintenance: Plumbing
Contractor
Bid Type IFB
Issue Date 03/15/2016
Close Date 4/21/2016 2:00:00 PM Central

Contact Information

Address 2300 Bloomdale Rd.
Ste. 3160
McKinney, TX 75071

Contact Jennifer Turner Buyer II
Department Purchasing
Building Admin. Building
Floor/Room Ste.3160
Telephone (972) 548-4124
Fax (972) 548-4694
Email jturner@co.collin.tx.us

Ship to Information

Address

Contact
Department
Building
Floor/Room
Telephone
Fax
Email

Supplier Information

Company Name _____
Contact Name _____
Address _____

Telephone _____
Fax _____
Email _____

Supplier Notes

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

Signature _____

Date ____ / ____ / ____

Bid Notes

The intended use/purpose for this Invitation for Bid is to cover the anticipated labor/ equipment costs for the miscellaneous plumbing repair/installation requirements to all Collin County buildings and facilities. Collin County presently has thirty-four (34) facilities located at various locations throughout the County.

Bid Activities

| Date | Name | Description |
|---------------------|---------------|--------------------------------|
| 2/4/2016 2:00:00 PM | Intent to Bid | Do you intend to submit a bid? |

Bid Messages

Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

| Line | Filename | Description |
|--------|--------------------|--------------|
| Header | Legal Notice 1.doc | Legal Notice |

| | | |
|--------|---|--|
| Header | General_Instructions_Bid.docx | General Instructions |
| Header | Terms_of_Contract_Bid.docx | Terms |
| Header | 3.0 Insurance.doc | Insurance |
| Header | 4.0_Conditions_and_Specifications (2).doc | Specifications |
| Header | ATTACHMENT A.xlsx | Attachment A |
| Header | Attachment B Collin County Approved Holiday Schedule.doc | Attachment B |
| Header | Attachment C.pdf | Attachment C |
| Header | Payment_Bond.pdf | Payment Bond |
| Header | HB23_CIQ.docx | Information Regarding Conflict of Interest Questionnaire |
| Header | CIQ_113015.pdf | Conflict of Interest |
| Header | W9_2014.pdf | W-9 |

Bid Attributes

Please review the following and respond where necessary

| # | Name | Note | Response |
|---|-----------------|---|------------------|
| 1 | Delivery | <p>Delivery will be F.O.B. inside delivery at Collin County designated locations and all transportation charges are to be paid by the supplier to destination.</p> <p>Please state delivery in calendar days from date of order.</p> | _____ (Required) |
| 2 | Exceptions | <p>Do you take exceptions to the specifications. If so, by separate attachment, please state your exceptions.</p> <p>Valid Responses: [Please Select], Yes, No</p> | _____ (Required) |
| 3 | Insurance | <p>I understand that the insurance requirements of this solicitation are required and a certificate of insurance shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract.</p> <p>Please initial.</p> | _____ (Required) |
| 4 | Reference No. 1 | <p>List a company or governmental agency where these same/like products /services, as stated herein, have been provided.</p> <p>Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.</p> | _____ (Required) |
| 5 | Reference No. 2 | <p>List a company or governmental agency where these same/like products /services, as stated herein, have been provided.</p> <p>Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.</p> | _____ (Required) |

- 6 Reference No. 3 List a company or governmental agency where these same/like products /services, as stated herein, have been provided. _____ (Required)
- Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.
- 7 Cooperative Contracts As permitted under Title 8, Chapter 271, Subchapter F, Section 271.101 and 271.102 V.T.C.A. and Title 7, Chapter 791, Subchapter C, Section 791.025, V.T.C.A., other local governmental entities may wish to also participate under the same terms and conditions contained in this contract. Each entity wishing to participate must enter into an inter-local agreement with Collin County and have prior authorization from vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the local governmental entity requiring supplies/services. Collin County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract. _____ (Required)
- Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded, under the same terms and conditions?
Valid Responses: [Please Select], Yes, No
- 8 Preferential Treatment The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A). _____ (Required)
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.
- 9 Debarment Certification I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. _____ (Required)
- Please initial.

- 10 Immigration and Reform Act _____ (Required)
- I declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America.
- I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable by Collin County.
- Please initial.
- 11 Disclosure of Certain Relationships _____ (Required)
- Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor.
- By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.
- Please send completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.
- Please initial.
- 12 Disclosure of Interested Parties _____ (Required)
- Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section.
- Section 2252.908 applies only to a contract entered into on or after January 1, 2016.
- Please initial.
- 13 Notification Survey _____ (Required)
- 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?
Valid Responses: [Please Select], Plano Star Courier, Plano Room, Collin County eBid Notification, Collin County Website, Other

14 Bidder Acknowledgement

Bidder acknowledges, understands the specifications, any _____ (Required) and all addenda, and agrees to the bid terms and conditions and can provide the minimum requirements stated herein. Bidder 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 Bid submittal resulting from Bidder's failure to do so. Bidder acknowledges the prices submitted in this Bid have been carefully reviewed and are submitted as correct and final. If Bid is accepted, vendor further certifies and agrees to furnish any and all products upon which prices are extended at the price submitted, and upon conditions in the specifications of the Invitation for Bid.

Please initial.

Line Items

| # | Qty | UOM | Description | Response |
|---|-----|------|---|----------|
| 1 | 1 | hour | Hourly rate for Labor - Licensed Master Plumber | \$ _____ |

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|--------------------------------------|------|------------------------|
| 1 | Hourly Rate for Labor - Overtime | | \$ _____ (Required) |
| 2 | Hourly Rate for Labor - Weekend Work | | \$ _____ (Required) |
| 3 | Hourly Rate for Labor - Holiday Work | | \$ _____ (Required) |

| | | | | |
|---|---|------|--|----------|
| 2 | 1 | hour | Hourly rate for Labor - Journeyman Plumber | \$ _____ |
|---|---|------|--|----------|

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|--------------------------------------|------|------------------------|
| 1 | Hourly Rate for Labor - Overtime | | \$ _____ (Required) |
| 2 | Hourly Rate for Labor - Weekend Work | | \$ _____ (Required) |
| 3 | Hourly Rate for Labor - Holiday Work | | \$ _____ (Required) |

| | | | | |
|---|---|------|---|----------|
| 3 | 1 | hour | Hourly rate for Labor - Plumbers Helper | \$ _____ |
|---|---|------|---|----------|

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|--------------------------------------|------|------------------------|
| 1 | Hourly Rate for Labor - Overtime | | \$ _____ (Required) |
| 2 | Hourly Rate for Labor - Weekend Work | | \$ _____ (Required) |
| 3 | Hourly Rate for Labor - Holiday Work | | \$ _____ (Required) |

| | | | | |
|---|---|------|---|----------|
| 4 | 1 | each | Domestic Water Back Flow Valve Inspection - First Valve | \$ _____ |
|---|---|------|---|----------|

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|--|------|------------------------|
| 1 | Domestic Water Back Flow Valve Inspection - Each Additional Valve | | \$ _____ (Required) |

5 1 each Fire Suppression Water Back Flow Valve Inspection - First Valve \$ _____

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|--|------|------------------------|
| 1 | Fire Suppression Water Back Flow Valve Inspection - Each Additional Valve | | \$ _____ (Required) |

6 1 each Irrigation Water Back Flow Valve Inspection - First Valve \$ _____

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|--|------|------------------------|
| 1 | Irrigation Water Back Flow Valve Inspection - Each Additional Valve | | \$ _____ (Required) |

7 1 each Reduced Pressure Zone Device (RPZ Units) \$ _____

Supplier Notes: _____

8 1 Percentage Markup Applied to actual Materials Costs _____%

Manufacturer: Manufacturer #:

Supplier Notes: _____

1.0 GENERAL INSTRUCTIONS

1.0.1 Definitions

1.0.1.1 Bidder: refers to submitter.

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

1.0.1.3 Submittal: refers to those documents required to be submitted to Collin County, by a Bidder.

1.0.1.4 IFB: refers to Invitation For Bid.

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

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

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

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

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

1.6 It is understood that Collin County, Texas reserves the right to accept or reject any and/or all Bids for any or all products and/or services covered in an Invitation For Bid (IFB), and to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of Collin County.

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

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

1.9 All Invitation For Bids (IFB) submitted electronically via Collin County eBid shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the IFB.

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

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

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

1.13 Any interpretations, corrections and/or changes to an Invitation For Bid, 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 seven (7) days prior to the opening/receipt date. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners' Court. Addenda may be transmitted electronically via Collin County eBid.

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

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

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

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

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

1.19 Minimum Standards for Responsible Prospective Bidders: A prospective Bidder must meet the following minimum requirements:

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

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

1.19.3 have a satisfactory record of performance;

1.19.4 have a satisfactory record of integrity and ethics;

1.19.5 be otherwise qualified and eligible to receive an award.

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

1.20 Vendor shall bear any/all costs associated with it's preparation of an IFB.

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

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

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

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

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

2.0 TERMS OF CONTRACT

2.1 A bid, 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 a Change Order.

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

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

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

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

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

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

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

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

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

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

2.11.1 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to

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

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

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

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

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

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

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

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

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

2.18.1 Collin County Purchase Order Number;

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

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

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

2.20 All warranties shall be stated as required in the Uniform Commercial Code.

2.21 The Vendor/Contractor/Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

2.22 The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.

2.23 The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Collin County, Texas.

2.24 The Vendor/Contractor/Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.

2.25 The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.

2.26 Vendor/Contractor/Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Vendor/Contractor/Provider for purposes of solicitation. As exception, Vendor/Contractor/Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.

2.27 The Vendor/Contractor/Provider understands, acknowledges and agrees that if the Vendor/Contractor/Provider subcontracts with a third party for services and/or material, the primary Vendor/Contractor/Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Vendor/Contractor/Provider and the third party, including any payment dispute, will be promptly remedied by the primary vendor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Vendor/Contractor/Provider by Collin County for any payments owed to the third party.

2.28 Vendor/Contractor/Provider shall provide Collin County with diagnostic access tools at no additional cost to Collin County, for all Electrical and Mechanical systems, components, etc., procured through this contract.

2.29 Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by the Collin County Homeland Security prior to access being granted to Collin County. Upon request, Vendor/Contractor/Provider shall provide list of individuals to Collin County Purchasing Department within five (5) working days.

2.30 Non-Disclosure Agreement: Where applicable, vendor shall be required to sign a non-disclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by vendor, except as provided in the contract/agreement, may cause serious harm or damage to Collin County. Therefore, Vendor agrees that Vendor will not use the information furnished for any purpose other than that stated in contract/agreement, and agrees that Vendor will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible transaction. This agreement shall be binding upon Collin County and Vendor, and upon the directors, officers, employees and agents of each.

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

2.32 Certification of Eligibility: This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or proposal in response to this

solicitation, the Bidder 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 bid/proposal submission and time of award, the Bidder will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.

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

2.34 Delays and Extensions of Time when applicable:

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

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

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

3.0 INSURANCE REQUIREMENTS

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

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

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

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

Employers' Liability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.0 SPECIAL CONDITIONS AND SPECIFICATIONS

4.1 Authorization: By order of the Commissioners' Court of Collin County, Texas sealed bids will be received for **Services, Maintenance: Plumbing Contractor, IFB No. 2016-112.**

4.2 Purpose: The intended purpose for this Invitation for Bid is to cover the anticipated labor/ equipment costs for the miscellaneous plumbing repair/installation requirements to all Collin County buildings and facilities. Collin County presently has thirty-four (34) facilities located at various locations throughout the County.

4.3 Term: Provide for a term contract commencing on the date of the award and continuing through and including September 30, 2016, with the option to renew for three (3) additional one (1) year periods.

4.4 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 may arise past the end of the current Collin County fiscal year shall be subject to budget approval.

4.5 Price Reduction: If during the life of the contract, the vendor'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.

4.6 Price Re-determination: A price re-determination may be considered by Collin County only at the anniversary date of the contract. The anniversary date for this contract will be October 1st of each year. All requests for price re-determination shall be in written form, and shall be submitted at a minimum of thirty (30) days prior to anniversary date and shall include documents supporting price re-determination 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 bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Collin County reserves the right to accept or reject any/all of the price re-determination as it deems to be in the best interest of the County.

4.7 Approximate Usage: Approximate usage does not constitute an order, but only implies the probable inspections the County will require. Services will be ordered on an as-needed basis. Estimated annual quantities listed below:

- 4.7.1 Licensed Plumber: 48 Hours Annually
- 4.7.2 Domestic Water Back Flow Valve Inspection: 33 Each
- 4.7.3 Fire Suppression Water Back Flow Valve Inspection: 13 Each
- 4.7.4 Irrigation Water Back Flow Valve Inspection: 18 Each
- 4.7.5 Reduced Pressure Zone Device (RPZ): 19 Each

4.8 Repair/Installation Response Time: Response time for repairs shall be no longer than one (1) hour during normal working hours of 8 a.m. to 5 p.m., Monday through Friday. After hours response time for repairs shall be no longer than three (3) hours. Call back time after emergency phone number is called will be no longer than thirty (30) minutes. Contractor shall notify designated Facilities Maintenance personnel upon

arriving at the repair location. Installation response times will be determined per job assignment. In the event a service call is made during normal business hours and the technician does not arrive within one (1) hour response time and arrives after normal business hours, overtime pay will not be approved by Collin County.

4.9 Repair/Installation Location: Locations for repairs will be given at the time that the call is made. Locations for installation projects will be indicated on the Collin County Purchase Order.

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

4.11 Collin County Recognized Holiday's: Holiday's that are recognized by Collin County will be approved as payable compensation to the selected vendor as approved double-time pay should there be a need for service that has been dispatched on a Collin County recognized holiday. All other holiday's not recognized by Collin County will be the responsibility of the vendor(s) for compensating their employee(s). See (Attachment B) that list the Collin County recognized holidays.

4.12 Specifications:

4.12.1 Labor will be required for drainage service, repair or replacement of supply water lines from leaving side of the meter, valve adjustments, flush valves, replacement of miscellaneous valves, repairs or replacement of water heater, repairs or replacement of commodes, installation or repair of new water or drainage lines, as well as renovation repair, etc.

4.12.2 All repair/installation projects the Contractor must contact the Facilities Maintenance Department to obtain approval prior to making repairs. Collin County reserves the right to prepare a scope of work and require a quote from the Contractor with complete breakdown of material and labor costs. The County further reserves the right to supply all or part of the materials or equipment on any project. If required, Contractor agrees to provide pertinent bonds for each job quoted.

4.12.3 Contractor shall be responsible for obtaining and payment of all permits required. Contractor shall be reimbursed actual costs for such permits by Collin County provided that a paid receipt is attached to the Contractor's billing.

4.12.4 Successful contractor will have a minimum of one (1) licensed Master Plumber, one (1) Journeyman Plumber, and at least one (1) Plumber's Helper on permanent staff.

4.12.5 Successful contractor will have sufficient staffing/vehicles in order to provide service at more than one location, if requested. Collin County presently has thirty-four (34) facilities located in various cities throughout the County. See Attachment A. Locations may increase/decrease due to major construction projects throughout Collin County. Successful contractor's staff/vehicles shall have radio communications, cell phone and/or pagers to ensure communications can be made for problems that arise.

4.12.6 Scope of each job requested will dictate the appropriate staffing level required for service.

4.12.7 Time shall begin once the crew arrives at the work site. There will be no charges for travel to and from the work site.

4.12.8 There will be no minimum charge on labor or equipment.

4.12.9 All work shall comply with National Plumbing Code and all codes adopted by the cities within the boundaries of Collin County.

4.12.10 As-built informal plans and/or drawings are to be submitted to the Facilities Services Department by the Contractor, on any and all repairs. Plans and/or drawings are to be submitted on request on new installations to the Facilities Services Department and are subject to the Facilities Services Department approval prior to start of work.

4.12.11 Any and all work completed by the Contractor shall be reviewed and deemed acceptable by a member of the Facilities Services Department prior to payment. All work shall be performed as directed by the Facilities Services Department and shall meet all National Plumbing Codes and/or codes as required by the city in which the work is being performed. Work found non-compliant with project plans and specifications shall be remedied by the Contractor at its own expense.

4.12.12 Payment to the Contractor for parts used on each service request will be reimbursed at actual cost, plus a percentage, provided that Contractor's invoice relative to such purchase is attached to the Contractor's billing.

4.12.13 For evaluation purposes, prior to the award of this bid, the apparent low bidder may be asked to submit evidence of their financial responsibility, i.e., financial statements, experience, and possession of such equipment and tools as may be needed to perform all work in an expeditious, safe and satisfactory manner. Failure to produce satisfaction to the County on any part of the foregoing points may result in rejection of bid.

4.12.14 Original invoices must be sent to the Collin County Administration Building, Attn: Auditor's Office, 2300 Bloomdale Rd., Suite 3100, McKinney, Texas 75071. Copies of all invoices must also be sent to Facilities Maintenance, 4600 Community Ave., McKinney, Texas 75071. **Invoices must be fully documented as to labor, materials, and equipment used on each job and must reference the Collin County Purchase Order Number in order to be processed. No payments shall be made on invoices not listing a Purchase Order Number. Invoices must also specify the address of the building location or property where the service has been performed.**

4.12.15 Purchase Orders will be issued for each service request. Each Purchase Order number must be referenced on the invoice, as well as the name of Collin County employee requesting the service and the job location.

4.12.16 Payment for the work specified herein will be made on the pertinent Purchase Order, after completion and acceptance of required paperwork, at the unit prices specified in the pricing schedule. All signed paperwork should be attached to the Purchase Order upon which payment is being requested.

4.13 Background Checks: Once awarded the contract, a mandatory background check performed by Collin County will be required for all persons who will work onsite.

4.14 Licenses: For evaluation purposes the bidder shall submit with his/her bid, proof of Master Plumbing License, and to whom the license is issued.

4.15 Point of Contacts: Phone list numbers for regular and after hours, holiday and weekends and emergency shall be provided.

4.16 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. No Contractor whose bid 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 bid without approval in writing from the Collin County Purchasing Department.

The successful Contractor 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 Contractor's sub-contractors, their agents or employees. The indemnification provisions of this contract shall apply to all sub-contractors.

4.17 Bonds: If a project quote is over \$25,000 and it is a new installation or upgrade, a payment bond will be required before notice to proceed will be given.

In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of \$25,000.00. If an individual project is over \$25,000, bidder will need to provide a Payment Bond before purchase order is issued. 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).

4.18 Prevailing Wage Rate: In accordance with The Texas Government Code, Title 10, Chapter 2258, Prevailing Wage Rates, the general prevailing wage rate has been determined for this locality for the craft or type of workman needed to execute work of a similar character of the project listed herein. The Contractor shall pay the prevailing wage rate in this locality to all his/her employees and subcontractors performing work on this project, and in no event shall the Contractor pay less than the rate shown in the following. See (Attachment C).

ATTACHMENT A

FACILITIES

Administration Facility

2300 Bloomdale Rd.
McKinney TX 75071

Animal Shelter

4750 Community Blvd
McKinney , TX 75071

Bloomdale Courthouse

2100 Community Blvd.
McKinney ,TX 75071

Central Plant

4600 Community Blvd
McKinney TX 75071

Collin County Elections

2010 Redbud Blvd., Ste 102
McKinney TX. 75069

Justice of the Peace Pct. 2

406 Raymond St. Ste a
Farmersville TX 75442

Healthcare Annex

825 N McDonald St.
McKinney TX. 75069

JJAEP School

4690 Community Ave
McKinney TX 75071

Juvenile Detention Center

4700 Community Ave
McKinney TX 75071

Justice Center Jail

4300 Community Ave
McKinney TX. 75071

Medical Examiners

700B Wilmeth Rd
McKinney TX 75069

Minimum Security Jail

4800 Community Ave
McKinney TX 75071

Myers Park Facilities

7117 CR 166
McKinney, TX 75071

Plano Park Plaza Facilities

900 E Park
Plano TX 75074

920 E Park

Plano, Tx 75074

Public Works Operations

700A Wilmeth Rd
McKinney , TX 75069

Public Works Farmersville Pct Barn

1269 State Highway 78 North
Farmersville , TX 75442

Public Works Weston Pct Barn

3821West FM 455
Anna TX 75409

Justice of the Peace

8585 John Wesley Dr. #130

Frisco, TX 75034

ATTACHMENT B

COLLIN COUNTY APPROVED HOLIDAY SCHEDULE

| | | |
|------------------------|-------------------|----------|
| New Year's Day | January 1, 2016 | Friday |
| MLK Day | January 18, 2016 | Monday |
| Good Friday | March 25, 2016 | Friday |
| Memorial Day | May 30, 2016 | Monday |
| Independence Day | July 4, 2016 | Monday |
| Labor Day | September 5, 2016 | Monday |
| Thanksgiving | November 24, 2016 | Thursday |
| Day after Thanksgiving | November 25, 2016 | Friday |
| Christmas Eve | December 23, 2016 | Friday |
| Christmas Day | December 26, 2016 | Monday |

ATTACHMENT C
Prevailing Wage Rate

General Decision Number: TX160289 01/15/2016 TX289

Superseded General Decision Number: TX20150289

State: Texas

Construction Type: Building

County: Collin County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/08/2016 |
| 1 | 01/15/2016 |

ASBE0021-011 05/01/2013

| | Rates | Fringes |
|--|----------|---------|
| ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation).... | \$ 21.52 | 7.15 |

BOIL0074-003 01/01/2014

| | Rates | Fringes |
|------------------|----------|---------|
| BOILERMAKER..... | \$ 23.14 | 21.55 |

CARP1421-002 04/01/2014

| | Rates | Fringes |
|-----------------|----------|---------|
| MILLWRIGHT..... | \$ 25.30 | 8.30 |

* ELEV0021-006 01/01/2016

| | Rates | Fringes |
|------------------------|----------|----------|
| ELEVATOR MECHANIC..... | \$ 38.01 | 29.985+a |

FOOTNOTES: a - A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Veterans Day.

ENGI0178-005 06/01/2014

| | Rates | Fringes |
|--|----------|---------|
| POWER EQUIPMENT OPERATOR | | |
| (1) Tower Crane..... | \$ 29.00 | 10.60 |
| (2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above..... | \$ 28.75 | 10.60 |
| (3) Hydraulic cranes 59 Tons and under..... | \$ 27.50 | 10.60 |

IRON0263-005 06/01/2015

| | Rates | Fringes |
|--|----------|---------|
| IRONWORKER (ORNAMENTAL AND STRUCTURAL)..... | \$ 23.00 | 6.55 |

PLUM0100-005 07/01/2013

| | Rates | Fringes |
|--|----------|---------|
| HVAC MECHANIC (HVAC Unit Installation Only)..... | \$ 26.88 | 8.83 |
| PIPEFITTER (Excludes HVAC Pipe Installation)..... | \$ 26.88 | 8.83 |

SUTX2014-015 07/21/2014

| | Rates | Fringes |
|--|----------|---------|
| BRICKLAYER..... | \$ 21.06 | 0.00 |
| CARPENTER, Excludes Drywall Hanging, Form Work, and Metal Stud Installation..... | \$ 15.78 | 0.00 |
| CAULKER..... | \$ 15.16 | 0.00 |
| CEMENT MASON/CONCRETE FINISHER... | \$ 13.04 | 0.00 |
| DRYWALL HANGER AND METAL STUD INSTALLER..... | \$ 13.00 | 0.00 |
| ELECTRICIAN (Alarm Installation Only)..... | \$ 20.93 | 3.86 |
| ELECTRICIAN (Communication Technician Only)..... | \$ 15.35 | 1.39 |

| | | |
|---|----------|------|
| ELECTRICIAN (Low Voltage Wiring Only)..... | \$ 17.04 | 1.39 |
| ELECTRICIAN, Excludes Low Voltage Wiring and Installation of Alarms/Sound and Communication Systems..... | \$ 20.01 | 2.69 |
| FORM WORKER..... | \$ 11.89 | 0.00 |
| GLAZIER..... | \$ 16.46 | 3.94 |
| HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine)..... | \$ 10.04 | 2.31 |
| INSTALLER - SIDING (METAL/ALUMINUM/VINYL)..... | \$ 14.74 | 0.00 |
| INSTALLER - SIGN..... | \$ 15.50 | 0.00 |
| INSULATOR - BATT..... | \$ 13.00 | 0.00 |
| IRONWORKER, REINFORCING..... | \$ 12.29 | 0.00 |
| LABORER: Common or General..... | \$ 10.52 | 0.00 |
| LABORER: Mason Tender - Brick... | \$ 10.54 | 0.00 |
| LABORER: Mason Tender - Cement/Concrete..... | \$ 10.93 | 0.00 |
| LABORER: Pipelayer..... | \$ 13.00 | 0.35 |
| LABORER: Plaster Tender..... | \$ 12.22 | 0.00 |
| LABORER: Roof Tearoff..... | \$ 11.28 | 0.00 |
| LABORER: Landscape and Irrigation..... | \$ 10.55 | 0.00 |
| LATHER..... | \$ 16.00 | 0.00 |
| OPERATOR: Backhoe/Excavator/Trackhoe..... | \$ 12.83 | 0.00 |
| OPERATOR: Bobcat/Skid Steer/Skid Loader..... | \$ 13.93 | 0.00 |
| OPERATOR: Bulldozer..... | \$ 18.29 | 1.31 |
| OPERATOR: Drill..... | \$ 15.69 | 0.50 |
| OPERATOR: Forklift..... | \$ 13.21 | 0.81 |
| OPERATOR: Grader/Blade..... | \$ 13.03 | 0.00 |
| OPERATOR: Loader..... | \$ 13.46 | 0.85 |
| OPERATOR: Mechanic..... | \$ 17.52 | 3.33 |

| | | |
|---|----------|------|
| OPERATOR: Paver (Asphalt, Aggregate, and Concrete)..... | \$ 18.44 | 0.00 |
| OPERATOR: Roller..... | \$ 15.04 | 0.00 |
| PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping..... | \$ 13.35 | 5.10 |
| PAINTER: Drywall Finishing/Taping Only..... | \$ 14.24 | 3.83 |
| PIPEFITTER (HVAC Pipe Installation Only)..... | \$ 20.45 | 4.00 |
| PLASTERER..... | \$ 16.58 | 0.00 |
| PLUMBER, Excludes HVAC Pipe Installation..... | \$ 22.46 | 4.06 |
| ROOFER..... | \$ 17.19 | 0.00 |
| SHEET METAL WORKER (HVAC Duct Installation Only)..... | \$ 21.13 | 4.79 |
| SHEET METAL WORKER, Excludes HVAC Duct Installation..... | \$ 24.88 | 5.97 |
| SPRINKLER FITTER (Fire Sprinklers)..... | \$ 37.50 | 0.00 |
| TILE FINISHER..... | \$ 11.22 | 0.00 |
| TILE SETTER..... | \$ 14.25 | 0.00 |
| TRUCK DRIVER: 1/Single Axle Truck..... | \$ 16.00 | 0.81 |
| TRUCK DRIVER: Dump Truck..... | \$ 12.39 | 1.18 |
| TRUCK DRIVER: Flatbed Truck..... | \$ 19.65 | 8.57 |
| TRUCK DRIVER: Semi-Trailer Truck..... | \$ 12.50 | 0.00 |
| TRUCK DRIVER: Water Truck..... | \$ 12.00 | 4.11 |

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union

average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative

Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

PAYMENT BOND

STATE OF TEXAS §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

That _____, a corporation organized and existing under the laws of the State of _____, and fully authorized to transact business in the State of Texas, whose address is _____ of the City of _____ County of _____, and State of _____, (hereinafter referred to as "Principal"), and _____ (hereinafter referred to as "Surety", a corporation organized under the laws of the State of _____ and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto _____ (hereinafter referred to as "Owner") and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, in the penal sum of _____ Dollars (\$ _____) (not less than 100% of the approximate total amount of the Contract as evidenced in the proposal) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____, 20____, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of _____.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that the bond guarantees the full and proper protection of all claimants supplying labor and material in the prosecution of the work provided for in said Contract and for the use of each claimant, and that conversely should the Principal faithfully perform said Contract and in all respects duly and faithfully observe and perform all and singular the covenants, conditions, and agreements in and by said Contract, agreed to by the Principal, and according to the true intent and meaning of said Contract and the claims and specifications hereto annexed, and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modification to Surety being hereby waived, then this obligation shall be void; otherwise, to remain in full force and effect. Provided further, that if any legal action be filed on this Bond, venue shall lie in Collin County, Texas.

"PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions Texas Government Code, Chapter 2253, as amended, and Chapter 3503 of the Texas Insurance Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any Change Order or supplemental agreement which increases the Contract price with or without notice to the Surety and that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____ 20_____.

WITNESS

PRINCIPAL

Printed/Typed Name _____

Title: _____

Company: _____

Address: _____

WITNESS

SURETY

Printed/Typed Name _____

Title: _____

Company: _____

Address: _____

The Resident Agent of the Surety for delivery of notice and service of process is:
Name: _____
Address: _____
Phone Number: _____

Note: Date of Bond must NOT be prior to date of contract.

INFORMATION REGARDING CONFLICT OF INTEREST QUESTIONNAIRE

During the 79th Legislative Session, House Bill 914 was signed into law effective September 1, 2005, which added Chapter 176 to the Texas Local Government Code. Recent changes have been made to Chapter 176 pursuant to HB23, which passed the 84th Legislative Session. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with Collin County, including family, business, and financial relationships such persons may have with Collin County officers or employees involved in the planning, recommending, selecting and contracting of a vendor for this procurement.

For a copy of Form CIQ and

CIS: http://www.ethics.state.tx.us/filinginfo/conflict_form.s.htm

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

For a listing of current Collin County Officers:

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

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

Department/Evaluation Team:

Dan James – Director of Facilities

Laszlo Vadasz – Facilities Superintendent

Purchasing:

Michalyn Rains – Purchasing Agent

Sara Hogle, CPPB – Asst. Purchasing Agent

Jennifer Turner – Buyer II

Commissioners' Court:

Keith Self – County Judge

Susan Fletcher – Commissioner Precinct No. 1

Cheryl Williams – Commissioner Precinct No. 2

Chris Hill – Commissioner Precinct No. 3

Duncan Webb – Commissioner Precinct No. 4

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

AI-41319

4. c. 3.

Commissioners Court

Meeting Date: 04/04/2016

Image Archive Expansion RFP Advertisement

Submitted By: Greg Elliott

Department: Information Technology

Request Type: CONSENT

Agenda Area: Advertisement

Information

Department Action

The Information Technology department is requesting that Commissioners Court authorize the release of a request for proposal to expand the image archive solution to meet data growth and align with current technology needs of the county. The Information Technology department is requesting to use existing budgeted funds for the necessary hardware expansion.

Purchasing Department Action

Request Commissioners' Court consideration and any action regarding the approval of specifications for RFP No. 2016-185, Image Archive Expansion, and further authorize advertising for same. Cw

HR and/or IT Action

Budget Department Action

FY 2016 budgeted funds available per Records Management and Preservation (044) fund and General (001) fund. Please see fiscal impact tab for funding details.

Auditor's Office Action

Funds available in the General Fund and the Records Management and Preservation Fund.

Commissioners Court

Image Archive Expansion (RFP No. 2016-185), Information Technology.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Adjustment:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

- 1: 001-0629-414.90-02 / R06210
- 2: 044-0630-411.90-02 / R06303
- 3: 044-0630-411.90-02 / R06304

Fund Transfers**Remarks:**

FY 2016 budgeted funds available per Records Management and Preservation (044) fund and General (001) fund.

Attachments

Draft Court Order

Court Memo

RFP Packet

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: Advertise, Image Archive Expansion – Information Technology

On **April 4, 2016**, the Commissioners Court of Collin County, Texas, met in **regular session** with the following members present and participating, to wit:

**Keith Self
Susan Fletcher
Cheryl Williams
Chris Hill
Duncan Webb**

**County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4**

During such session the court considered a request for approval to advertise for Image Archive Expansion (RFP No. 2016-185).

Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval to advertise for Image Archive Expansion (RFP No. 2016-185). Same is hereby approved in accordance with the attached documentation.

Keith Self, County Judge

Susan Fletcher, Commissioner, Pct. 1

Cheryl Williams, Commissioner, Pct. 2

Chris Hill, Commissioner, Pct. 3

Duncan Webb, Commissioner, Pct. 4

ATTEST:

**Stacey Kemp, Ex-Officio Clerk
Commissioners' Court
Collin County, T E X A S**



COLLIN COUNTY

Information Services
2300 Bloomdale Rd
Suite 3198
McKinney, Texas 75071
www.collincountytx.gov

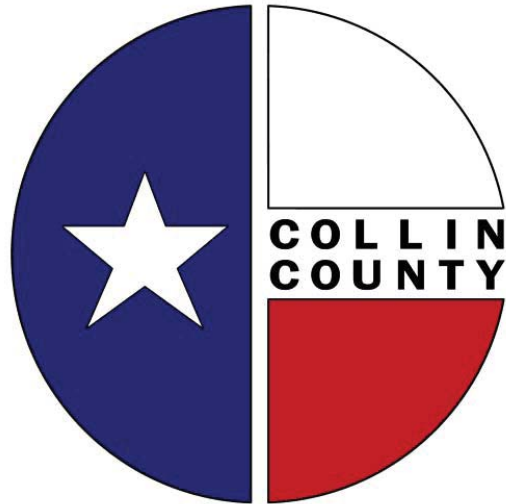
To: Judge Keith Self
Commissioner Duncan Webb
Commissioner Chris Hill
Commissioner Cheryl Williams
Commissioner Susan Fletcher
Bill Bilyeu

From: Caren Skipworth, CIO

Date: March 8, 2016

Re: Authorization to Advertise Expansion of Image Archive Solution

The Information Technology department is requesting that Commissioners Court authorize the release of a request for proposal to expand the image archive solution to meet data growth and align with current technology needs of the county. The Information Technology department is requesting to use existing budgeted funds for the necessary hardware expansion.



RFP 2016-185
IMAGE ARCHIVE
EXPANSION

LEGAL NOTICE

By order of the Commissioners' Court of Collin County, Texas, sealed proposals will be received by the Purchasing Agent, 2300 Bloomdale, Suite 3160, McKinney, TX 75071, until **2:00 P.M., Thursday, April 28, 2016**, for Request for Proposal **Image Archive Expansion (RFP No. 2016-185)**. A pre-proposal conference will be conducted by Collin County on **Tuesday April 19, 2016 at 2:00p.m.** at the Jack Hatchell Administration Building, Third Floor, IT Conference Room, 2300 Bloomdale Road, McKinney, TX 75071. Proposers shall use lump sum pricing. Funds for payment have been provided through the Collin County budget approved by the Commissioner's Court for this fiscal year only. Proposers may obtain detailed specifications and other documents at Office of the Purchasing Agent: Collin County Administration Building, 2300 Bloomdale, Suite 3160, McKinney, TX 75071, 972-548-4165, or by going to: <http://collincountytx.ionwave.net>. Sealed proposals will be opened on **Thursday, April 28, 2016 at 2:00 P.M.** by the Purchasing Agent, 2300 Bloomdale, Suite 3160, McKinney, TX 75071. The Commissioners' Court reserves the right to reject any and all proposals.

.....

| | |
|-------------------|--------------------------------|
| ATTENTION: | CLASSIFIEDS |
| BILL TO: | ACCOUNT NO 06100315-000 |
| | COMMISSIONER'S COURT |

NOTICE TO PUBLISHERS: Please publish in your issue on **Thursday, April 7, 2016, and Thursday, April 14, 2016**. A copy of this notice and the publisher's affidavit must accompany the invoice when presented for payment.

| | |
|-------------------|----------------------------------|
| NEWSPAPER: | <u>Plano Star Courier</u> |
| DATE: | <u>April 4, 2016</u> |
| FAX: | <u>972-529-1684</u> |

Collin County, Texas

Bid Information

Bid Owner Courtney Wilkerson Senior Buyer
Email cwilkerson@co.collin.tx.us
Phone (972) 548-4113
Fax (972) 548-4694
Bid Number 2016-185
Title Image Archive Expansion
Bid Type RFP
Issue Date 04/05/2016
Close Date 4/28/2016 2:00:00 PM Central

Contact Information

Address 2300 Bloomdale Rd.
Ste. 3160
McKinney, TX 75071
Contact Courtney Wilkerson Senior Buyer
Department Purchasing
Building Admin. Building
Floor/Room Ste.3160
Telephone (972) 548-4113
Fax (972) 548-4694
Email cwilkerson@co.collin.tx.us

Ship to Information

Address
Contact
Department
Building
Floor/Room
Telephone
Fax
Email

Supplier Information

Company Name _____
Contact Name _____
Address _____

Telephone _____
Fax _____
Email _____

Supplier Notes

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

Signature _____

Date ____ / ____ / ____

Bid Notes

Please login to view documents.

The County seeks proposals which will provide for the procurement, delivery, installation, configuration and possible migration of data to the new disk tray.

The County is seeking proposals to add an additional disk tray to the NetApp FAS8020 system.

Any questions related to this RFP shall be directed to Courtney Wilkerson, cwilkerson@co.collin.tx.us.

Bid Activities

| Date | Name | Description |
|----------------------|------------------------------|---|
| 4/19/2016 2:00:00 PM | Pre-Proposal Meeting | An optional pre-proposal conference will be conducted by Collin County on Tuesday, April 19, 2016 at 2:00p.m. at the Jack Hatchell Administration Building, Third Floor, IT Conference Room, 2300 Bloomdale Road, McKinney, TX 75071. |
| 4/22/2016 5:00:00 PM | Deadline to Submit Questions | Deadline to submit questions is 5:00 p.m., Friday, April 22, 2016. Please email all questions to cwilkerson@co.collin.tx.us. |
| 4/22/2016 5:00:00 PM | Intent to Submit Proposal | Do you intend to submit a proposal? |

Bid Messages

Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

| Line | Filename | Description |
|--------|--|--|
| Header | LEGAL NOTICE-IMAGE ARCHIVE EXPANSION.pdf | Legal Notice |
| Header | General Instructions_Proposals.docx | General Instructions_Proposals |
| Header | Terms of Contract_Proposals.docx | Terms of Contract - Proposals |
| Header | Insurance updated 1-26-2015.doc | Minimum Insurance Requirements |
| Header | ImageArchiveExpansion_RFP_Final.pdf | Specifications |
| Header | Attachment A - Bill of Materials.pdf | Attachment A-Bill of Materials |
| Header | Information_Regarding_Conflict_of_Interest_Questionnaire-.docx | Information Regarding Conflict of Interest Questionnaire |
| Header | CIQ_113015.pdf | Conflict of Interest Questionnaire |
| Header | W9_2014.pdf | W-9 |

Bid Attributes

Please review the following and respond where necessary

| # | Name | Note | Response |
|---|----------------|---|------------------|
| 1 | Delivery | <p>Delivery will be F.O.B. inside delivery at Collin County designated locations and all transportation charges are to be paid by the supplier to destination.</p> <p>Please state delivery in calendar days from date of order.</p> | _____ (Required) |
| 2 | Exceptions | <p>Do you take exceptions to the specifications. If so, by separate attachment, please state your exceptions.</p> <p>Valid Responses: [Please Select], Yes, No</p> | _____ (Required) |
| 3 | Insurance | <p>I understand that the insurance requirements of this solicitation are required and a certificate of insurance shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract.</p> <p>Please initial.</p> | _____ (Required) |
| 4 | Subcontractors | <p>State the business name of all subcontractors and the type of work they will be performing under this contract.</p> <p>If you are fully qualified to self-perform the entire contract, please respond with "Not Applicable-Self Perform".</p> | _____ (Required) |

- 5 Reference No. 1 _____ (Required)
 List a company or governmental agency where these same/like products /services, as stated herein, have been provided.
 Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.
- 6 Reference No. 2 _____ (Required)
 List a company or governmental agency where these same/like products /services, as stated herein, have been provided.
 Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.
- 7 Reference No. 3 _____ (Required)
 List a company or governmental agency where these same/like products /services, as stated herein, have been provided.
 Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.
- 8 Cooperative Contracts _____ (Required)
 As permitted under Title 8, Chapter 271, Subchapter F, Section 271.101 and 271.102 V.T.C.A. and Title 7, Chapter 791, Subchapter C, Section 791.025, V.T.C.A., other local governmental entities may wish to also participate under the same terms and conditions contained in this contract. Each entity wishing to participate must enter into an inter-local agreement with Collin County and have prior authorization from vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the local governmental entity requiring supplies/services. Collin County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.
 Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded, under the same terms and conditions?
 Valid Responses: [Please Select], Yes, No
- 9 Preferential Treatment _____ (Required)
 The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A).
 1. Is your principal place of business in the State of Texas?
 2. If your principal place of business is not in Texas, in which State is your principal place of business?
 3. If your principal place of business is not in Texas, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage?
 4. If your state favors resident bidders, state by what dollar amount or percentage.

- 10 Debarment Certification _____ (Required)
- I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.
- Please initial.
- 11 Immigration and Reform Act _____ (Required)
- I declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America.
- I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable by Collin County.
- Please initial.
- 12 Disclosure of Certain Relationships _____ (Required)
- Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor.
- By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.
- Please send completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.
- Please initial.
- 13 Disclosure of Interested Parties _____ (Required)
- Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section.
- Section 2252.908 applies only to a contract entered into on or after January 1, 2016.
- Please initial.

14 Notification Survey

In order to better serve our offerors, the Collin County Purchasing Department is conducting the following survey. _____ (Required)
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?
Valid Responses: [Please Select], Plano Star Courier, Plan Room, Collin County eBid Notification, Collin County Website, Other

15 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. _____ (Required)

Please initial.

Line Items

| # | Qty | UOM | Description | Response |
|---|-----|----------|--|----------|
| 1 | 1 | lump sum | Offeror shall complete Attachment A for hardware and hardware maintenance. Offeror shall provide itemized cost for installation, configuration, documentation, warranties, and education/knowledge transfer. | \$_____ |

Supplier Notes: _____

1.0 GENERAL INSTRUCTIONS

1.0.1 Definitions

1.0.1.1 Offeror: refers to submitter.

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

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

1.0.1.4 RFP: refers to Request for Proposal.

1.0.1.5 CSP: refers to Competitive Sealed Proposal

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

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

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

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

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

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

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

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

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

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

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

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

1.13 Any interpretations, corrections and/or changes to a Request for Proposal or Competitive Sealed Proposal and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than seven (7) days prior to the opening/receipt date. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners' Court. Addenda may be transmitted electronically via Collin County eBid.

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

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

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

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

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

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

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

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

1.18.3 have a satisfactory record of performance;

1.18.4 have a satisfactory record of integrity and ethics;

1.18.5 be otherwise qualified and eligible to receive an award.

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

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

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

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

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

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

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

2.0 TERMS OF CONTRACT

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

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

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

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

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

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

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

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

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

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

2.10.1 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of \$25,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

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

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

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

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

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

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

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

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

2.17.1 Collin County Purchase Order Number;

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

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

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

2.19 All warranties shall be stated as required in the Uniform Commercial Code.

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

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

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

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

2.33 Delays and Extensions of Time when applicable:

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

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

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

2.35 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.

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

3.0 INSURANCE REQUIREMENTS

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

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

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

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

Employers' Liability

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

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

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

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

- Each Occurrence/Aggregate: \$2,000,000

3.1.5 **Umbrella/Excess Liability** insurance.

- Each Occurrence/Aggregate: \$4,000,000

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

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

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

- 3.2.3 All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.
 - 3.2.4 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.
 - 3.2.5 All copies of Certificates of Insurance shall reference the project/contract number.
- 3.3 All insurance shall be purchased from an insurance company that meets the following requirements:
- 3.3.1 A financial rating of A-VII or higher as assigned by the BEST Rating Company or equivalent.
- 3.4 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:
- 3.4.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
 - 3.4.2 Sets forth the notice of cancellation or termination to Collin County.

4.0 EVALUATION CRITERIA AND FACTORS

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

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

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

Level 1 - Procurement Requirements Assessment

Criteria assessed during Level 1:

- Conformance with RFP guidelines and submittal requirements.
- Authorized NetApp implementation partner

The first part of the elevation process is to validate the completeness of the proposal and ensure that all the RFP guidelines and submittal requirements are met. Those contractors who do not meet all the requirements for the RFP may, at the discretion of the County, be contacted to submit the missing information within two business days. Incomplete or noncompliant RFPs may be disqualified.

Level 2 – Detailed Proposal Assessment

The Evaluation Committee will conduct a detailed assessment of all proposals elevated to this Level. Criteria evaluated in Level 2:

| Points | Evaluation Criteria |
|--------|--|
| 10 | Overall proposal with respect to stated needs and objectives (Proposal Format Item 6.1; 6.2; 6.3;6.4) |
| 60 | General fit to the County business needs and technical direction (Proposal Format Item 6.4; 6.7) |
| 30 | References and Prior Project Experience (Proposal Format Item 6.5) |

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

Level 3 – Cost (Maximum 25 Points)

Offerors who are elevated to level 3 will have their points combined from level 2 for a maximum 125 points total.

| Points | Evaluation Criteria |
|--------|---------------------------------|
| 25 | Cost (Proposal Format Item 6.6) |

Level 4 –Best and Final Offer

Offerors who are susceptible of receiving award will be elevated to Level 4 for Best and Final Offer. 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 will be re-evaluated based upon Criteria in level 2 and 3.

Based on the result of the Best and Final Offer evaluation, a single offeror 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 bids and enter into negotiations with them.

5.0 SPECIAL CONDITIONS AND SPECIFICATIONS

- 5.1 Authorization: By order of the Commissioners’ Court of Collin County, Texas, sealed proposals will be received for **Image Archive Expansion**.
- 5.2 Intent of Request for Proposal: Collin County’s intent of this Request for Proposal (RFP) and resulting contract is to provide offerors with sufficient information to prepare a proposal for Image Archive Expansion.
- 5.3 Term: Provide for a term contract commencing on the date of the award and continuing through project completion and enter into annual maintenance agreement for the period of one (1) year or three (3) years.
- 5.4 Pre-Proposal Conference: An optional pre-proposal conference will be conducted by Collin County on Tuesday, April 19, 2016 at 2:00PM at the Jack Hatchell Administration Building, Third Floor, IT Conference Room, 2300 Bloomdale Road, McKinney, TX 75071. It is the offeror’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 Purchasing Department or email cwilkerson@co.collin.tx.us, Courtney Wilkerson, Senior Buyer.
- 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 may 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 vendor's net prices to other customers under the same terms and conditions for items/services awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Collin County.
- 5.8 Completion/Response Time: Contractor shall place product(s) and/or complete services at the County's designated location within the number of calendar days according to the schedule proposed by offeror in section 6.4.
- 5.9 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. Freight/Delivery charges shall be included in the submitted pricing. No additional fees for delivery/freight/fuel surcharge or other fees shall be invoiced or paid by Collin County.

The equipment will be delivered to the address identified on the purchase order document.

The equipment will be installed at the Collin County Jack Hatchell Administration Building, 2300 Bloomdale Rd., McKinney TX 75071

- 5.10 Testing: Testing may be performed at the request of Collin County, by an agent so designated, without expense to Collin County.
- 5.11 Samples/Demos: All Contractor employees that will be working on site or by VPN shall pass a criminal background check performed by Collin County before any work may be performed. The selected offeror shall be provided the required documents to submit required information for background checks.

5.12 **PROPOSAL SCHEDULE**

| | |
|--|----------------------------|
| RFP released: | April 5, 2016 |
| Pre-Proposal Conference: | April 19, 2016 at 2:00p.m. |
| Deadline for submission of contractor questions: | April 22, 2016 at 5:00p.m. |

Proposals due: April 28, 2016 at 2:00p.m.

Award of Contract: August 2016

Effective date of contract: Upon award

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

5.13 **PURPOSE/SCOPE OF WORK**

The County has an existing NetApp FAS8020 storage system used for an image archive, deployed in mid-2015, which is used to provide data backup and recovery functions for image data. The image archive provides the County with an archive copy of production images stored on the primary network attached storage.

The County is seeking proposals to add an additional disk tray to the NetApp FAS8020 system. A Bill of Materials for the NetApp tray is provided as part of this proposal document (Refer to Attachment A).

The County seeks proposals which will provide for the procurement, delivery, installation, configuration and possible migration of data to the new disk tray.

5.14 **GENERAL REQUIREMENTS FOR PROPOSED SOLUTION**

The County seeks the following services to be provided:

- 5.14.1 The proposal shall provide procurement, delivery, installation and configuration of an expansion tray for the NetApp image archive solution.
 - 5.14.1.1 Refer to Attachment A–NetApp Tray Configuration for the required bill of materials
 - 5.14.1.2 The NetApp equipment will be deployed at the Collin County Administration Building as part of the existing Image Archive
 - 5.14.1.3 The proposal response shall provide a detailed plan for the installation of the additional tray
 - 5.14.1.3.1 The proposal response shall describe the procedure and process to configure the new tray and present the available storage for existing or new storage aggregates
 - 5.14.1.3.2 The proposal response shall address the roles and responsibilities for both vendor and County resources
 - 5.14.1.4 The NetApp solution is running Data OnTap software version 8.2.3 running in 7 mode to facilitate communication with the IBM N6250
 - 5.14.1.5 The proposal shall include a basic one year warranty
 - 5.14.1.6 The proposal shall include an optional three year warranty
- 5.14.2 The selected offeror shall provide a complete documentation set of all configuration notes, MS Visio diagrams and other installation material.

- 5.14.3 The selected offeror shall design and configure any required RAID sets, aggregates and/or data volumes based on industry best practices and interviews with the Collin County network administration staff to receive the image data.
- 5.15 **KICKOFF MEETING:** The selected offeror shall conduct a kickoff meeting where they shall propose a project timeline which may be followed during the implementation of the project. The offeror shall coordinate the implementation timeline with the appointed county team lead. The project timeline will need to be reviewed and approved by the county team lead. The timeline shall also identify the required skill sets (i.e. network specialist, server specialist, storage specialist, etc.) for each project task.
- 5.16 **PLANNING AND DISCOVERY:** The offeror shall conduct necessary planning and discovery sessions with Collin County storage and backup administrators to understand the current storage structure and to plan for the creation of aggregates, volumes and storage pools to serve as the storage target(s).
- 5.17 **PRODUCTION SUPPORT SERVICES:** If the proposed solution introduces new management tools or file/block copy software, the offeror proposal shall include an optional line item for one year of remote support and assistance which will allow the County storage administrators to address questions and issues with the delivered solution, as configured and installed by the offeror.
- 5.18 **PROJECT DOCUMENTATION:** The selected offeror shall be required to provide a complete documentation set of all configuration notes, MS Visio diagrams and other installation materials in an editable electronic format using common business productivity applications.
- 5.19 **TECHNICAL INFRASTRUCTURE OVERVIEW:** The Collin County architecture is a highly virtualized environment running Windows 2008 Server R2 and Windows 2012 R2 on VMware Vsphere ESXi 5.5 (for the virtualized servers). The servers are connected to a backend IBM N-Series N6040 and N6250 storage area network. A NetApp FAS8020 is used in conjunction with the N6250 system as an image archive. The virtual structures are augmented by physical servers implemented for specific solutions. The current physical to virtual ratio within the county is approximately 80%.
- 5.19.1 **EXTERNAL FACING COMPONENTS:** Sitting between Collin County and world at large are a pair of Cisco 5540 Adaptive Security Appliances. The ASAs deliver high-performance, high-density security services with Active/Active high availability and Gigabit Ethernet connectivity to the DMZ environment. Internet connectivity to and from the county is provided via a primary 100MB Opti-Man Internet connection with a secondary 20MB Opti-Man connection for high availability purposes.
- 5.19.2 **DMZ ENVIRONMENT:** Situated between the Cisco ASA systems and the county internal network is the county DMZ environment. The DMZ environment houses all Internet facing county applications. A traffic to and

from these servers will be routed through the ASA firewalls. Following existing county standards, any Internet facing system will reside within the DMZ Virtual Infrastructure comprised of IBM HS22 Blades installed within an IBM H Chassis Blade Center. DMZ storage requirements are accommodated through an IBM DS3300 with approximately 3.5TB of disk space.

- 5.19.3 **INTERNAL NETWORK:** The County internal network is built upon a layer three routed network utilizing dual Nexus 7000 switches to deliver a core network layer. Dual Cisco 6509E switches provide a distribution layer within the main MDF and provide connectivity to both physical and virtual servers. Virtual servers are deployed on IBM H Chassis Blade Centers running HS23 blades (HS22 blades are used in the DMZ). Cisco Nexus 4000 switches, installed within the Blade Centers, provide both 1GB and 10GB connections between the servers and the storage network. The blade centers are attached to both the IBM N6040 and N6250 storage area network. CIF and iSCSI shares and NFS storage types are used within the county. A NetApp FAS8020 storage solution is used as an image archive for backup and recovery functions of the production images.

An enterprise Microsoft SQL Server implementation is deployed as a physical implementation with an EMC XtremeIO storage solution and hosts the transactional databases in the county. Installed databases run within a default instance with each application being allocated separate table space controlled through service accounts assigned within Microsoft Active Directory. No offerors are allowed system administrator access to the database servers. Additionally, database instances are not created for individual applications.

- 5.19.4 **DATA BACKUPS:** Data backups are currently managed through the County's implementation of the EMC Avamar/Data Domain with an optional tape-out to an LT03 or LT04 tape library.

| |
|----------------------------|
| 6.0 PROPOSAL FORMAT |
|----------------------------|

- 6.1 **PROPOSAL DOCUMENTS:** To achieve a uniform review process and to obtain a maximum degree of comparability, the proposal shall, at a minimum include a Table of Contents detailing sections and corresponding page numbers.
- 6.1.1 Proposals may be submitted online via <http://collincountytx.ionwave.net> or submitted via CD-ROM or Flash Drive. Electronic submissions are preferred.
- 6.1.2 If submitting manually, proposal shall be submitted in a sealed envelope or box with RFP name, number, and name of firm printed on the outside of the envelope or box. Manual submittals shall be sent/delivered to the following address and shall be received prior to the date/time for opening:

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

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

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

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

6.2 FIRM OVERVIEW

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

- 6.2.1 A descriptive background of your company's history.
- 6.2.2 State your principal business location and any other service locations.
- 6.2.3 What is your primary line of business?
- 6.2.4 How long have you been selling product(s) and/or providing services(s)?
- 6.2.5 **The successful implementation offeror SHALL be an authorized NetApp implementation partner and must provide documentation of authorization.**

6.3 PROPOSED PROJECT TEAM/STAFF QUALIFICATIONS/EXPERIENCE/CREDENTIALS

- 6.3.1 Resumes and/or consultant profiles shall be provided for each of the project team members proposed to work on the project. Offeror shall provide qualifications, as well as experience information on Offeror's key personnel that will be assigned to this project. This shall include any technical certifications required to complete this project.
- 6.3.2 Offeror shall provide Project organization chart showing both the County and Offeror staff.

6.4 DOCUMENTATION

- 6.4.1 Offeror shall provide a detailed plan for implementation and installation of the proposed system. This information SHALL include the following:
 - 6.4.1.1 Project timeline which may be followed during the implementation of the project. The offeror, along with the County team lead, shall coordinate, review and approve the project timeline.
 - 6.4.1.2 Detailed methodology and plan for implementation. This plan shall include the following elements: the estimated implementation timeframe; an overview of project phases and major milestones; a

matrix of proposed roles/responsibilities for County staff and the Offeror; and all project assumptions. The timeline shall also identify the required skill sets (i.e., network specialist, server specialist, storage specialist, etc.) for each project task.

- 6.4.1.1.1 Installation
- 6.4.1.1.2 Configuration
- 6.4.1.1.3 Testing and Support
- 6.4.1.1.4 Documentation
- 6.4.1.1.5 Warranty
- 6.4.1.1.6 Maintenance

6.4.1.3 Hardware Requirements – Respond to Attachment A entering cost for each line item noted. Be sure to include documentation on proposal hardware, diagrams, and workflow relating to hardware and technical roadmap issues (i.e., any end of life of proposed hardware).

- 6.4.1.3.1 Offerors shall identify all hardware and/or software required to complete the installation prior to beginning the project.
- 6.4.1.3.2 Offerors shall be responsible for providing the additional necessary hardware, cables, SFPs, etc. required to connect the proposed solution to the county networks.
- 6.4.1.3.3 Offeror shall stipulate that their response includes a fully configured turn-key proposal including the required equipment (including required controllers, software, disk drives, cables, etc), delivery, installation, configuration, initial data migration of selected image date volumes and training about the new solution.
- 6.4.1.3.4 Offeror shall stipulate whether there are any additional items that the County has not specified which are required for the project. Offeror shall be responsible for including cost of such items in their proposal.

6.4.2 Offeror shall respond/confirm each of the items in Section 5.14.

6.5 REFERENCES

6.5.1 Provide a minimum of three (3) projects with details of implementation with similar environments as this project for Collin County. Provide name, email and phone number of contact person for each project noted. Preference will be given to offerors with other local government entities willing to serve as reference clients.

6.6 PRICING/FEES

6.6.1 Offeror shall complete Attachment A for hardware and hardware maintenance. Offeror shall provide itemized cost for installation, configuration, documentation, warranties, and education/knowledge transfer.

6.7 GENERAL REQUIREMENTS

6.7.1 Offeror shall provide a response for each of the requirements in sections 5.14

Provide a response for each item. 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”, so state and give the reason. Responses of “not applicable” or “exception taken” must be detailed in section 7, labeled Exceptions. If a response of “not applicable” or “exception taken” is not detailed in section 7, Exceptions, the response will be considered as confirmed even if it is listed elsewhere as an exception.

Include industry analyst evaluations of the products, either hardware or software, proposed within this solution.

7.0 EXCEPTIONS

Instructions for completing section:

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

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

| Hardware | | | | |
|-----------------------|---|----------|-------|-----------|
| Part Number | Product Description | Ext. Qty | Price | Ext Price |
| DS4246-0748-24A-QS-R6 | DSK SHLF,24x2.0TB,7.2K,6G,QS | 1 | | |
| X8783A-R6 | Rail Kit III,Cabinet | 1 | | |
| X8781-R6 | Hardware Kit,Add-On Peripheral,Cabinet,R6 | 1 | | |
| X800-42U-R6 | Power Cable,In-Cabinet,C13-C14 | 2 | | |
| X6557-R6 | Cable,SAS Cntrlr-Shelf/Shelf-Shelf/HA,0.5m | 2 | | |
| X6560-R6 | Cable,Ethernet,0.5m RJ45 CAT6 | 2 | | |
| Software | | | | |
| Part Number | Product Description | Ext. Qty | Price | Ext Price |
| OS-ONTAPCAP1-0P-QS | OS Enable,Per-0.1TB,ONTAP,Cap-Stor,0P,QS | 480 | | |
| Services | | | | |
| Part Number | Product Description | Ext. Qty | Price | Ext Price |
| CS-O2-4HR-VA | SupportEdge Premium 4hr Onsite,VA | 1 | | |
| | Installation & Configuration of added shelf | 1 | | |

| Optional Services | | | | |
|--------------------------|---|----------|-------|-----------|
| Part Number | Product Description | Ext. Qty | Price | Ext Price |
| CS-O2-4HR-VA | SupportEdge Premium 4hr Onsite,VA, 3 YEAR TERM | 1 | | |

INFORMATION REGARDING CONFLICT OF INTEREST QUESTIONNAIRE

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

For a copy of Form CIQ and CIS:

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

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

For a listing of current Collin County Officers:

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

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

Department/Evaluation Team:

Caren Skipworth, Chief Information Officer
Steve Ganey, Assistant Director of IT
Greg Elliott, Master Architect
Mike English, Application Administrator
Jake Shepherd, Network Administrator

Purchasing:

Michalyn Rains, CPPB, CPPO – Purchasing Agent
Sara Hوجلund, CPPB – Asst. Purchasing Agent
Courtney Wilkerson, Senior Buyer

Commissioners' Court:

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

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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

AI-41367

4. d. 1.

Commissioners Court

Meeting Date: 04/04/2016

Award: Construction, Clean Agent Fire Protection System for Courthouse Data Center

Submitted For: Bill Burke

Submitted By: Lisa Bunch

Department: Construction Projects

Request Type: CONSENT

Agenda Area: Award

Information

Department Action

Request Commissioners' Court consideration and approval to award: Construction, Clean Agent Fire Protection System for McKinney Courthouse Data Center, IFB No. 2016-098, to the best evaluated and lowest offer, APS Fire Co Dallas-Ft. Worth LLC., in the amount of \$206,340.00. This project will require a budget amendment in the amount of \$135,000.00 \$10,000.00 of this will be used to create a contingency for change orders.

Purchasing Department Action

Request Commissioners' Court consideration any action regarding the approval to award IFB 2016-098, Construction, Clean Agent Fire Protection System, McKinney Courthouse Data Center to APS Fire Co. Dallas-Ft. Worth, LLC, the lowest and best bidder meeting specifications and authorize Purchasing Agent to execute Construction Agreement. jdj

HR and/or IT Action

Budget Department Action

FY 2016 funds available per Permanent (499) improvement funds, project R41102. \$135,000 of the total cost will come from completed FY 2016 PIP projects. Please see fiscal impact tab for funding details including the budget amendment to move \$135,000 from completed FY 2016 PIP projects.

Auditor's Office Action

Funds available in the Permanent Improvement Fund.

Commissioners Court

Construction, Clean Agent Fire Protection System, McKinney Courthouse Data Center (IFB No. 2016-098) to APS Fire Co. Dallas-Ft. Worth, LLC, budget amendment in the amount of \$135,000 and further authorize the Purchasing Agent to finalize and execute the Construction Agreement, Construction & Projects.

Budget Information

Information about available funds

| | | | |
|--|---|--|----------------------------------|
| Budgeted: <input checked="" type="checkbox"/> | Funds Available: <input checked="" type="checkbox"/> | Adjustment: <input checked="" type="checkbox"/> | Amount Available: 206,340 |
| Unbudgeted: <input type="checkbox"/> | Funds NOT Available: <input type="checkbox"/> | Amendment: <input type="checkbox"/> | |

Account Code(s) for Available Funds

1: 499-4117-561.91-01 / R41102

Fund Transfers

| | | |
|--|--|--|
| Trans Amt: \$135,000.00 | From: 499-4104-561.91-01 / R41004 | To: 499-4117-561.91-01 / R41102 |
| Dept. Name: Construction & Projects | Additional Line Items: | |

Remarks:

Total Project amount bid is \$206,340.00.
\$82,300.00 is available for this project.
Budget Amendment Request for \$135,000.00.
\$10,000.00 of this will be for contingency for change orders.

Attachments

- [Draft Court Order](#)
- [Memo](#)
- [Contract Data](#)
- [Tabulation Spreadsheet](#)
- [Form 1295](#)

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: Award, Construction, Clean Agent Fire Protection System, McKinney Courthouse Data Center – Construction & Projects

On **April 4, 2016**, the Commissioners Court of Collin County, Texas, met in **special session** with the following members present and participating, to wit:

**Keith Self
Susan Fletcher
Cheryl Williams
Chris Hill
Duncan Webb**

**County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4**

During such session the court considered a request for approval to award Construction, Clean Agent Fire Protection System, McKinney Courthouse Data Center (IFB No. 2016-098).

Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval to award Construction, Clean Agent Fire Protection System, McKinney Courthouse Data Center (IFB No. 2016-098) to **APS Fire Co. Dallas-Ft. Worth, LLC**, budget amendment in the amount of \$135,000 and further authorize the Purchasing Agent to finalize and execute the Construction Agreement. Same is hereby approved in accordance with the attached documentation.

Keith Self, County Judge

Susan Fletcher, Commissioner, Pct. 1

Cheryl Williams, Commissioner, Pct. 2

Chris Hill, Commissioner, Pct. 3

Duncan Webb, Commissioner, Pct. 4

ATTEST:

**Stacey Kemp, Ex-Officio Clerk
Commissioners' Court
Collin County, T E X A S**



COLLIN COUNTY

Construction & Projects
4600 Community Ave.
McKinney, Texas 75071
Phone: 972-547-5340
FAX: 972-547-5385

To: Commissioners' Court
From: Bill Burke/Director of Building Projects
Date: March 22, 2016
Subject: Award: Construction, Clean Agent Fire Protection System for McKinney Courthouse Data Center

Request Commissioners' Court consideration and approval to award: Construction, Clean Agent Fire Protection System for McKinney Courthouse Data Center, IFB No. 2016-098, to the best evaluated and lowest offer, Automatic Protection Systems (APS Fire Co.), in the amount of \$206,340.00. This project will require a budget amendment in the amount of \$135,000.00 \$10,000.00 of this will be used to create a contingency for change orders.

Thank you,

Bill Burke
Director of Building Projects



COLLIN COUNTY

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

TO: Honorable Commissioners' Court

FROM: Purchasing Department

SUBJECT: Contract Award Data

COMMISSIONERS'

COURT DATE: April 4, 2016

IFB No. 2016-098

TITLE: Construction, Clean Agent Fire Protection System, McKinney Courthouse Data Center

19 Bidders were notified through Collin County eBid

27 Bidders viewed the specifications via Collin County eBid

2 Bidders responded:

APS Fire Co. Dallas-Ft. Worth, LLC
Tyco Westfire

IFB No. 2016-098, is recommended to APS Fire Co. Dallas-Ft. Worth, LLC as the lowest and best bidder meeting specifications as evaluated by Construction and Projects and Purchasing Departments.

IFB 2016-098

Construction, Clean Agent Fire Protection System, McKinney Courthouse Data Center

| | APS Fireco | Tyco Westfire |
|------------------------|-------------------|----------------------|
| Bid Grand Total | 206,340.00 | 271,595.00 |

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-30541

Date Filed:
03/24/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

APS Fireco Dallas-Ft. Worth, LLC
Dallas, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Collin County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

IFB 2016-098
Clean agent fire suppression system for the McKinney Courthouse Data Center

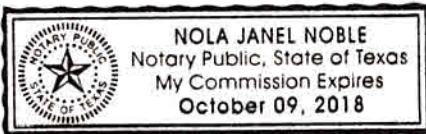
| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|----------------------------|--|---------------------------------------|--------------|
| | | Controlling | Intermediary |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

[Handwritten Signature]

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Michael Jamoek, this the 24th day of March, 2016, to certify which, witness my hand and seal of office.

Nola J. Noble Nola J. Noble Operations Coordinator
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath



COLLIN COUNTY

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

April 4, 2016

APS Fire Co. Dallas-Ft. Worth, LLC
10709 Plano Rd. #100
Dallas, TX 75238

RE: Award of IFB 2016-098, Construction, Clean Agent Fire Protection System, McKinney Courthouse Data Center

Dear Mr. Janicek:

Collin County has awarded the above referenced solicitation to your company per Court Order No. (CO#). It is understood all terms, conditions and prices will be held firm as per your response to the solicitation. This is a contract for the purchase of Construction, Clean Agent Fire Protection System, McKinney Courthouse Data Center for the County. The contract term begins on the date of award and continues until the project is complete. The County will have the right and option to terminate the contract upon thirty (30) days written notice.

Per Section 0200, Article 1.54 of the specifications, please submit your insurance certificate indicating the required coverage within ten (10) days.

Per Section 0200, Article 1.11 of the specifications, please submit a payment bond and a performance bond in the amount of 100% of the contract price and a one (1) year maintenance bond in the amount of 10% of the contract price within ten (10) days.

Per Section 0200, Article 1.17 of the specifications, please print and sign three (3) copies of the attached Construction Agreement within ten (10) days following Notification of award of contract.

This is a notification only, once the above items have been received, a purchase order will be issued giving APS Fire Co. ten (10) days notice to proceed.

Invoices should be e-mailed to the Collin County Auditor's office at accounts payable@collincountytx.gov and to the department contact, Bill Burke, at bburke@co.collin.tx.us. Please ensure that the appropriate purchase order number is on all invoices.

Please acknowledge receipt of this letter, as indicated below, and e-mail it to J. D. Griffin at jgriffin@co.collin.tx.us or fax to 972-548-4694.

NAME

DATE

SIGNATURE

TITLE

Thank you for your interest in serving our needs. We look forward to a successful business relationship. If you have any further questions, please contact me at 972-548-4116.

Sincerely,

J. D. Griffin, CPPB
Buyer II

Copy to:
File

005000 CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT is made and entered into by and between **APS Fireco Dallas-Ft. Worth, LLC**. A **Texas** corporation (hereinafter referred to as “Contractor”), and **COLLIN COUNTY, TEXAS**, a political subdivision of the State of Texas (hereinafter referred to as “County” or “OWNER”), to be effective from and after the date hereinafter provided.

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

CONTRACT SUM

The County shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change orders as provided in the Contract Documents. The contract sum shall be the amount of **Two Hundred Six Thousand, Three Hundred Forty Dollars and no cents (\$206,340.00)**.

EFFECTIVE DATE

This Construction Agreement, having been previously approved by the Commissioners’ Court of Collin County, Texas, shall be effective upon the date of delivery and execution by Contractor, provided the County executes the same within five (5) consecutive calendar days after said delivery and execution by Contractor.

I. CONTRACT GENERAL PROVISIONS

1.1 DEFINITIONS

Words which have well-known technical or construction industry meanings shall have their commonly understood meanings in the Contract Documents, unless a different meaning is stated in the Contract Documents. The following words and expressions, or pronouns used in their place, shall wherever they appear in this contract be construed as follows, unless a different meaning is clear from the context:

Addendum, Bulletin or Letter of Clarification: Any additional contract provisions, or change, revisions or clarification of the Contract Documents issued in writing by the OWNER, to prospective bidders prior to the receipt of bids.

Contract or Contract Documents: The written agreement covering the performance of the work. The Contract and Contract Documents include this written Construction Agreement between OWNER and CONTRACTOR, Advertisement for Bids, Instructions to Bidders, Requests for Proposal, all Addenda, the Specifications, including the general and supplemental special and technical conditions, Drawings, provisions, plans or working drawings — and any supplemental changes or agreements pertaining to the Work or materials therefor; and bonds and any additional documents incorporated by reference in the above.

CONTRACTOR: The person, persons, partnership, firm, corporation, association or organization, or any combination thereof, entering into the contract for the execution of the work, acting directly or through a duly authorized representative.

Other CONTRACTORS: Any contractor, other than the CONTRACTOR or his subcontractors, who has a direct contact with the OWNER for work on or adjacent to the site of the work.

Contract Work or Work: Everything expressly or impliedly required to be furnished and done by the CONTRACTOR by the Contract Documents.

Engineer: The term “Engineer” means the Engineer or his duly authorized representative. The Engineer shall be understood to be the Engineer of the OWNER, and nothing contained in the Contract Documents shall create any contractual or agency relationship between the Engineer and the CONTRACTOR.

Extra Work: Work other than that which is expressly or impliedly required by the Contract Documents at the time of the execution of the contract.

Change Order: A written order to the CONTRACTOR authorizing and directing an addition, deletion or revision in the work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or the Contract time.

Contract Price: The total amount of money payable to the CONTRACTOR under the terms and conditions of the Contract Documents. When used in such context, it may also mean the unit price of an item of work under the Contract terms.

OWNER’S Representative: The Engineer or other duly authorized assistant, agent, engineer, inspector or superintendent acting within the scope of their particular duties.

Drawings or Contract Drawings: Those drawings that are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, including but not limited to, the plans, elevations, sections, details, schedules, diagrams, any bulletin, or any detailed drawing furnished by the OWNER, pertaining or supplemental thereto.

Specifications: Those portions of the Contract Documents that specify the requirements for materials, equipment, systems, standards and workmanship for performance of the Work, and related services.

Inspector: Any representative of the OWNER designated to inspect the work.

Materialman or Supplier: Any subcontractor contracting with the CONTRACTOR, or any of his subcontractors, to fabricate or deliver or who actually fabricates or delivers materials, supplies or equipment to be consumed or incorporated into the Work.

Notice: Written notice effective the date of the postmark thereon, or if hand delivered, effective the date of hand delivery.

OWNER: COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas. The term OWNER means the OWNER or its authorized representative.

Payment Bond: A bond in the amount of the Contract executed by a corporate surety in accordance with all Texas Law, including but not limited to, Chapter 2253 of the Texas Government Code and Chapter 3503 of the Texas Insurance Code, for public works projects as security furnished by the CONTRACTOR and his sureties solely for the protection of payment bond beneficiaries supplying labor and materials in the prosecution of the Contract Work.

Performance Bond: A bond in the amount of the Contract executed by a corporate surety in accordance with all Texas Law, including but not limited to, Chapter 2253 of the Texas Government Code and Chapter 3503 of the Texas Insurance Code, for public works projects as security furnished by the CONTRACTOR and his sureties solely for the protection of the Owner, conditioned on the faithful performance of the Contract Work in accordance with the plans, specification, and Contract Documents.

Maintenance Bond: A bond executed by a corporate surety for 10% of the Contract Price that complies with all Texas Laws, including but not limited to, Chapter 3503 of the Texas Insurance Code, guaranteeing the prompt, full and faithful performance of the general guaranty and warranty contained in the Contract Documents, and Texas Law.

Project: The total construction of the work described in the Contract Documents performed by the Contractor, Other Contractor or the Owner in whole or part.

Proposal: The written statement or statements duly submitted to the OWNER by the person, persons, partnership, company, firm, association or corporation proposing to do the Work contemplated, including the approved form on which the formal bids for the Work are to be proposed.

Plan, or Plans: The plans are the drawings or reproductions therefrom made by the Owner or Owner's Representative and approved by the Owner showing the dimensions, location, design and position of the various elements of the Project and Work, including plans, elevations, sections, details, schedules, diagrams, working drawings, preliminary drawings, and such supplemental drawings as the Owner may issue to clarify other drawings or for the purpose of showing changes in the Contract Work authorized by the Owner, or for showing details not shown therein.

Special Provisions or Conditions: The special clauses of the Contract, or Contract Documents, setting forth conditions or requirements peculiar to the specific Project involved, supplementing the standard or general specifications and taking precedence over any

conditions or requirements of the standard or general specifications with which they are in conflict.

Specifications or Contract Specifications: All of the general, special and technical conditions or provisions, and all addendum or supplements thereto consisting of written requirements for materials, equipment, systems, standards and performance of the work.

Site: The area upon or in which the CONTRACTOR'S operations are carried on, and such other areas adjacent thereto as may be designated as such by the OWNER.

Subcontractors: Any persons, firm or corporation, other than employees of the CONTRACTOR, who or which contracts with the CONTRACTOR to furnish, or who actually furnishes, labor and/or materials and equipment at or about the site.

Sureties: The corporate bodies which are bound by such bonds as are required with and for the CONTRACTOR. The sureties engaged to be responsible for the entire and satisfactory fulfillment of the Contract and for any and all requirements as set out in the specifications, Contract or plans.

The Work: All work including the furnishing of all labor, materials, tools, equipment, required submittals and incidentals to be performed by the CONTRACTOR under the terms of the Contract.

Directed, Required, Approved and Words of Like Import: Whenever they apply to the Work or its performance, the words "directed," "required," "permitted," "ordered," "designated," "established," "prescribed" and words of like import used in the Contract, specifications or upon the drawings shall imply the direction, requirement, permission, order, designation or prescription of the OWNER; and "approved," "acceptable," "satisfactory" and words of like import shall mean approved by, acceptable to or satisfactory to the OWNER.

Equal: Materials, articles or methods which are of equal or higher quality than those specified or shown on the drawings and as further defined in the "or equal" clause. Substitution of Materials shall be determined by the Engineer at his or her discretion, and approved by the Owner.

Working Time, Completion Time or Contract Time: The time set forth in the Contract for the performance and completion of the Work contracted for. The time may be expressed as calendar days, working days or a specific date.

Calendar Day or Days: Any successive days of the week or month, no days being excepted.

Working Day: A working day is defined as a calendar day not including Saturdays, Sundays or those legal holidays as specified in the list prepared by the OWNER for contract purposes. Nothing in this definition shall be construed as prohibiting the CONTRACTOR from working on Saturdays if he so desires, however permission of the OWNER shall be necessary if the

CONTRACTOR chooses to work on Saturday. Work on Sundays shall not be permitted without the written permission of the OWNER. If Saturday or Sunday work is permitted, working time shall be charged on the same basis as week days. Where the working time is expressed as calendar days or a specific date, the concept of working days shall no longer be relevant to the contract.

CONTRACT DOCUMENTS

1.2 The parties agree that the Contract Documents shall consist of the following documents in addition to any other documents referenced or incorporated herein:

- A. This written Construction Agreement, including any changes or modifications;
- B. All addenda including the following listed and numbered addenda:
 - Addendum No. 1 dated 2/17/16 Received
 - Addendum No. 2 dated 2/22/16 Received
 - Addendum No. 3 dated 2/23/16 Received
 - Addendum No. 4 dated 3/2/16 Received
 - Addendum No. 5 dated 3/11/16 Received
- C. Advertisement for Bids, Instructions to Bidder, the Invitation to Bid and Bid Form;
- D. The Special/Supplemental Conditions;
- E. The Specifications and the Project Drawings (if any);
- F. The Construction Details shown on plans;
- G. The Standard Specifications and Standard Drawings from the Public Works Construction Standards-North Central Texas Council of Governments, 2004 edition and all subsequent addendums;
- H. The Performance Bond in the sum of ONE HUNDRED PERCENT (100%) of the total Contract Price;
- I. The Payment Bond in the sum of ONE HUNDRED PERCENT (100%) of the total Contract Price; and,
- J. The Maintenance Bond in the sum of TEN PERCENT (10%) of the total Contract Price.

1.2.1 PRIORITY OF THE CONTRACT DOCUMENTS

These Contract Documents (A through J above) form the Construction Agreement and are a part of this Construction Agreement as if fully set forth herein. In the event of an inconsistency in any of the provisions of the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed above.

1.2.2 THE CONTRACT

The Contract Documents form the Contract. The Contract represents the entire integrated agreement between the OWNER and the CONTRACTOR and supercedes all prior negotiations, and representations by either party.

1.3 CORRELATION AND INTENT OF DOCUMENTS

The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all. The intent of the documents, unless otherwise specifically provided, is to produce complete and finished work, which the CONTRACTOR undertakes to do in full compliance with the Contract Documents. It is not intended to mention every item of work in the specifications which can be adequately shown on the drawings nor to show on the drawings all items of work described or required by the specifications. All materials or labor for work shown on the drawings or reasonably inferable therefrom as being necessary to produce a finished job shall be provided by the CONTRACTOR whether or not same is expressly covered in the specifications. No verbal conversation, understanding or agreement with any officer or employee or agent of the OWNER, either before or after the execution of the Contract, shall affect or modify any of the terms, conditions or obligations contained in the Contract Documents.

1.3.1 CONTRACT DRAWINGS AND SPECIFICATIONS

The OWNER shall furnish the CONTRACTOR one copy of the Contract Drawings and any supplemental drawings and specifications reasonably necessary for the proper execution of the work. At least one copy of all drawings and specifications shall be accessible at all times to the OWNER at the job site.

1.3.2 SUPPLEMENTAL DRAWINGS AND SPECIFICATIONS

In order to carry out the intent of the Contract Documents and to assist the CONTRACTOR in performing its work, the OWNER, after the execution of the Contract, may, by supplemental drawings, specifications or otherwise, furnish additional information or instructions as may be necessary for construction purposes.

All such supplemental drawings, specifications or instructions are intended to be consistent with the Contract Documents and reasonably inferable therefrom. Therefore, no extra costs shall be allowed by the OWNER on a claim that particular supplemental drawings, specifications or instructions differ from the requirements of the Contract Documents, incurring extra costs, unless the CONTRACTOR has first brought the matter, in writing, to the OWNER'S attention for adjustment before proceeding with the work covered by such.

If the OWNER decides that there is no departure from the requirements of the Contract Documents, the CONTRACTOR shall then proceed with the work as shown, specified or directed. If the OWNER shall decide that extra work is involved, he shall so modify the supplemental drawings, specifications or instructions to eliminate the extra work, or cause a written Change Order to be issued in accordance with the Contract Documents.

1.3.3 ERRORS AND CORRECTIONS IN DRAWINGS AND SPECIFICATIONS

The CONTRACTOR shall not take advantage of any apparent errors, omissions or discrepancies in the drawings or specifications; and the or Engineer shall be permitted to make such corrections or interpretations as may be necessary for the fulfillment of the intent of the Contract Documents. In case of any errors, omissions or discrepancies in the drawings or specifications, the CONTRACTOR shall promptly submit the matter to the OWNER or OWNER'S Representative in writing who, in turn, shall promptly make a determination and issue the necessary instructions in writing. Any adjustment by the CONTRACTOR without this determination and instructions shall be at the CONTRACTOR'S own risk and expense. The Work is to be made complete as intended by the Contract Documents.

1.3.4 EXISTING STRUCTURES

The plans show the general locations of some known surface and subsurface structures. The locations of many gas mains, water mains, conduits, sewers, other utilities, etc., however, are unknown, and the OWNER assumes no responsibility for failure to show any or all of these structures on the plans or to show them in their exact locations. It is mutually agreed that such failure shall not be considered sufficient basis for claims for additional compensation for Extra Work or for increasing the pay quantities in any manner whatsoever. The CONTRACTOR shall be solely responsible for locating all gas mains, water mains, conduits, sewers, other utilities etc., so as to perform the Work without damaging the same.

II. THE WORK

2.1 SCOPE OF WORK

Contractor shall provide all labor, supervision, materials, and equipment necessary to perform all work required by the Contract Documents in connection with IFB 2016-098, Construction, Clean Agent Fire Protection System, McKinney Courthouse Data Center.

2.2 CHANGE OR MODIFICATION OF CONTRACT

2.2.1 ALTERATION OF PLANS AND SPECIFICATIONS

The OWNER reserves the right to make such changes in the plans and specifications and in the character of the work as may be necessary or desirable to insure completion in the most satisfactory manner, provided such changes do not materially alter the original plans and specifications or change the general nature of the Work as a whole. Such changes shall not be considered as waiving or invalidating any condition or provision of the Contract or bonds. Such changes shall be issued by the Engineer.

2.2.2 INCREASED OR DECREASED QUANTITIES OF WORK

The OWNER reserves the right and may from time to time, by written order, and without notice to any surety, make changes in the quantity or time of performance of the Work, as may be considered necessary or desirable and such changes shall not be considered as waiving or invalidating any conditions or provisions of the Contract or bonds. The CONTRACTOR shall perform all the Contract Work in strict compliance with the Contract Documents, and shall not make any changes to the Work without prior written authorization from the OWNER, in the form of a written Change Order. If such changes increase or decrease either the cost or the time necessary for the performance of the Work, then the parties will mutually agree upon an equitable adjustment to the price or time to perform the Work pursuant to the terms of the Contract.

2.2.3 EXTRA WORK/CHANGE ORDERS

When any work is necessary to the proper completion of the Project and for which no prices are provided for in the Bid or Proposal and Contract, the CONTRACTOR shall do such work, but only when and as ordered in writing by the OWNER. The OWNER may order changes in the Work without invalidating Contract. Payment for Extra Work shall be made as provided herein. Contractor agrees that overhead and profit for Extra Work shall not exceed 10% of the total cost of the Extra Work. The Contractor shall not be entitled to any additional funds for any work or extra work performed on the Project, unless a Change Order is issued and signed by the Owner. The CONTRACTOR shall perform the work as altered, whether increased or decreased, and no allowances shall be made for anticipated profits. Nothing in this section shall give rise to any claims for any delay or acceleration damages, and the CONTRACTORS sole remedy for any delays in the Project shall remain an equitable extension of time as provided for in the Contract Documents. CONTRACTOR acknowledges and agrees to waive all rights or claims for compensation for any additional or other work not specifically authorized by the OWNER.

2.3 DISPUTED WORK AND CLAIMS FOR ADDITIONAL COMPENSATION

If the CONTRACTOR is of the opinion that (a) the work necessary or required to accomplish the result intended by this Contract, or (b) any work ordered to be done as Contract Work by the OWNER is extra work or additional work and not Contract Work, or (c) any determination or order of the OWNER violates the terms and provisions of this Contract, the CONTRACTOR shall promptly, either before proceeding with such work or complying with such order or determination, notify the OWNER in writing of his contentions with respect thereto and request a final determination thereof.

Such determination of the OWNER shall be given in writing to the CONTRACTOR. If the OWNER determines that the work in question is Extra Work and not Contract Work, or that the order complained of requires performance by the CONTRACTOR beyond that required by the Contract or violates the terms and provisions of the Contract, thereupon the

OWNER shall cause either (a) the issuance of a written Change Order covering the Extra Work as provided herein, or (b) the determination or order complained of to be rescinded or so modified so as to not require performance beyond that required by the terms and provisions of the Contract.

If the OWNER determines that the work in question is Contract Work and not Extra Work, or that the determination or order complained of does not require performance by the CONTRACTOR beyond that required by the Contract or violate the terms and provisions of the Contract, he shall direct the CONTRACTOR to proceed, and the CONTRACTOR must promptly comply. In order to reserve his right to claim compensation for such work resulting from such compliance, however, the CONTRACTOR must, within 20 calendar days after receiving the OWNER'S determination and direction, notify the OWNER in writing that the work is being performed, or that the determination and direction is being complied with, under protest.

If the CONTRACTOR fails to so appeal to the OWNER for a determination or, having so appealed, should the CONTRACTOR thus fail to notify the OWNER in writing of his protest, the CONTRACTOR shall be deemed to have waived any claim for extra compensation or damages therefore. No oral appeals or oral protests, no matter to whom made, shall be deemed even substantial compliance with the provisions of this item.

In addition to the foregoing requirements, the CONTRACTOR shall, upon notice from the OWNER, for a minimum period of three (3) years following final payment or termination of contract, produce for examination and audit at the CONTRACTOR'S office, by the representatives of the OWNER, all his books and records showing all of his acts and transactions in connection with contractual performance as well as relating to or arising by reason of the matter in dispute. At such examination a duly authorized representative of the CONTRACTOR may be present.

Unless the aforesaid requirements and conditions are complied with by the CONTRACTOR, the OWNER shall be released from all claims arising under, relating to or by reason of disputed work or extra work. It is further stipulated and agreed that no conduct on the part of the OWNER or any agent or employee of the OWNER shall ever be construed as a waiver of the requirements of this section, when such requirements constitute an absolute condition precedent to any approval of any claim for extra compensation, notwithstanding any other provisions of the Contract Documents; and in any action against the OWNER to recover any sum in excess of the contract amount, the CONTRACTOR must allege and prove strict compliance with the provisions of this section. The CONTRACTOR ASSUMES THE RISK OF NONPAYMENT, for failing to comply with any of the requirements of this section.

III. CONTRACTORS RESPONSIBILITIES

3.1 CONTRACTOR'S REPRESENTATIONS, WARRANTIES AND ASSURANCES.

In consideration of, and to induce the award of this contract to him, the CONTRACTOR represents and warrants: (a) That he is financially solvent, and sufficiently experienced and competent to perform the work; (b) That the facts stated in the proposal and the information given by him pursuant to the bidding documents are true and correct in all respects; (c) That he has read, understood and complied with all the requirements set forth in the bidding documents; (d) That he is familiar with and understands all laws and regulations applicable to the work; and (e) unless otherwise specifically provided for in the Contract Documents, the CONTRACTOR shall do all the Work and shall furnish all the tools, equipment, machinery, materials, labor and appliances, except as herein otherwise specified, necessary or proper for performing and completing the work required by this Contract, in the manner and within the time herein prescribed.

By executing the contract, the CONTRACTOR represents that he has visited the site of Work, has fully familiarized himself with the local and on-site conditions under which the work is to be performed and has correlated his observation with the requirements of the Contract Documents. In addition, the CONTRACTOR represents that he has satisfied himself as to subsurface conditions at the site of the Work. Information, data and representations contained in the Contract Documents pertaining to the conditions at the site, including subsurface conditions, are for information only and are not warranted or represented in any manner to accurately show the conditions at the site of the Work. The CONTRACTOR agrees that he shall make no claims for damages, additional compensation or extension of time against the OWNER because of encountering actual conditions in the course of the Work which vary or differ from conditions or information contained in the Contract Documents. All risks of differing subsurface conditions shall be borne solely by the CONTRACTOR.

The CONTRACTOR shall carefully study and compare the Contract Documents and shall at once report to the OWNER any error, inconsistency or omission he may discover. The CONTRACTOR shall perform no portion of the Work at any time without Contract Documents or, where required, approved shop drawings, product data or samples for such portion of the work.

3.1.1 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

A. Shop drawings are drawings, diagrams, schedules and other data specially prepared for the work by the CONTRACTOR or any subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

B. Product data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the CONTRACTOR to illustrate a material, product or system for some portion of the work.

C. Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the work shall be judged.

D. the CONTRACTOR shall provide, review, approve and submit to the Engineer with reasonable promptness and in such sequence as to cause no delay in the Work or in the work of the OWNER or any separate contractor, all shop drawings, product data and samples required by the Contract Documents. The Work will be performed in accordance with submittals approved by the Engineer. The CONTRACTOR shall not be relieved responsibility for deviations from the requirements of the Contract Documents by errors or omissions by the OWNER or Engineer in approving Shop Drawings, Product Data, samples or any other submittals.

E. By approving and submitting shop drawings, product data and samples, the CONTRACTOR represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or shall do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

F. As the Engineer's review is only for general conformance with the requirements of the Contract Documents, the CONTRACTOR shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Engineer's approval of shop drawings, product data or samples unless the CONTRACTOR has specifically informed the Engineer in writing of such deviation at the time of submission and the Engineer have given written approval to the specific deviation. The CONTRACTOR shall not be relieved from responsibility for errors or omissions in the shop drawings, product data or samples by the Engineer's approval thereof. The CONTRACTOR shall direct specific attention, in writing or on resubmitted shop drawings, product data or samples, to revisions other than those requested by the Engineer on previous submittals.

G. the CONTRACTOR shall be responsible for delays caused by rejection of the submittal of inadequate or incorrect shop drawings, product data or samples. The CONTRACTOR shall be responsible for seeing that any "approved" copies of shop drawings bearing the approval of the Engineer are allowed on the job site. The CONTRACTOR shall be responsible for providing all copies of approved shop drawings necessary for the construction operations.

H. the CONTRACTOR shall keep adequate records of submittal and approvals so that an accurate up-to-date record file is maintained at the job site at all times.

I. No portion of the work requiring submission of a shop drawing, product data or sample shall be commenced until the submittal has been approved by the Engineer. All such portions of the work shall be in accordance with approved submittals.

3.1.2 SURETY BONDS

With the execution and delivery of the contract, the CONTRACTOR shall furnish and file with the OWNER in the amounts herein required, the surety bonds specified hereunder. Without exception, the OWNER'S bond forms, attached hereto as Section 00610 and 00611 must be used, and exclusive venue for any lawsuit in connection with such bonds shall be specified as the county in which the OWNER'S principal office is located. Such surety bonds shall be in accordance with Texas Law, including but not limited to, the provisions of Chapter 2253 of the Texas Government Code and Chapter 3503 of the Texas Insurance Code. These bonds shall automatically be increased by the amount of any change order or supplemental agreement which increases the contract price with or without notice to the surety, but in no event shall a change which reduces the contract amount reduce the penal amount of such bonds.

A. Performance Bond. A good and sufficient bond in an amount not less than 100 percent of the total amount of the Contract Price guaranteeing the full and faithful execution of the Work and performance of the Contract in accordance with the plans, specifications and Contract Documents, including any extensions thereof, for the protection of the OWNER. This bond shall provide for the repair and/or replacement of all defects due to faulty materials and workmanship that appear within a period of one year from the date of completion and acceptance of the improvement by the OWNER or such lesser or greater period as may be designated in the Contract Documents.

B. Payment Bond. A good and sufficient bond in an amount not less than 100 percent of the total amount of the Contract Price guaranteeing the full and proper protection of all payment bond beneficiaries and claimants supplying labor and material in the prosecution of the work provided for in said Contract and for the use of each claimant.

C. Maintenance Bond. A good and sufficient bond in an amount not less than ten percent (10%) of the total amount of the Contract Price guaranteeing the project against defects.

D. Sureties. No sureties shall be accepted by the OWNER who are now in default or delinquent on any bonds or who are interested in any litigation against the OWNER. All bonds shall be made on forms furnished by the OWNER and shall be executed by not less than one corporate surety authorized to do business in the State of Texas and acceptable to the OWNER. The sureties shall be listed in the most current Federal Register Treasury List. Each bond shall be executed by the CONTRACTOR and surety. Each surety shall designate an agent resident in the OWNER'S jurisdictional area acceptable to the OWNER to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship. The OWNER reserves the right to reject any and all sureties.

E. Additional or Substitute Bonds. If at any time the OWNER is or becomes dissatisfied with any surety, then upon the performance or payment bond, the CONTRACTOR shall, within five days after notice from the OWNER to do so, substitute an acceptable bond (or bonds), or provide an additional bond, in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such bonds shall be paid by the CONTRACTOR without recourse to the OWNER. No further payments under the contract shall be deemed due or payable until the substitute or additional bonds shall have been furnished and accepted by the OWNER.

3.1.3 PERMITS AND FEES

The CONTRACTOR shall secure and pay for all building permits and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are normally and legally required for the construction of similar projects in the State of Texas. The CONTRACTOR will give all notices required by laws, ordinances, rules, regulations and lawful orders of authorized public authorities required for the proper and legal performance of the Work.

3.14 CONTRACT DOCUMENTS AT SITE

The CONTRACTOR shall keep and maintain at the Project site one record copy of the Contract Documents, including but not limited to, the Drawings, Specifications, addenda, Change Orders, submittals, Product Data, Samples and other modifications, in good order and marked to show the current construction of the Project. These documents shall be available to the OWNER or Engineer to review at any time and shall be submitted to the OWNER upon completion of the Project, along with a complete set of as built drawings.

3.2 CONTRACTOR'S RESPONSIBILITIES

3.2.1 PERFORMANCE OF THE WORK

In addition to those matters elsewhere expressly made the responsibility of the CONTRACTOR, the CONTRACTOR shall have the full and direct responsibility for the performance and completion of the Work under this Contract and for any act or neglect of the CONTRACTOR, his agents, employees or subcontractors. He shall bear all losses, if any, resulting on account of the amount and character of the Work, or because the conditions under which the work must be done are different from what were estimated or anticipated by him, or because of weather, floods, elements or other causes.

3.2.2 MEANS AND METHODS OF CONSTRUCTION

Unless otherwise expressly provided in the contract drawings, specifications or bulletins, the means and methods of construction shall be such as the CONTRACTOR may choose; subject, however, to the OWNER'S right to prohibit means and methods proposed by the CONTRACTOR which in the OWNER'S judgment:

- A. shall constitute a hazard to the Work, or to persons or property, or shall violate express requirements of applicable laws or ordinances; or
- B. shall cause unnecessary or unreasonable inconvenience to the public; or
- C. shall not produce finished work in accordance with the requirements of the Contract Documents; or
- D. shall not assure the Work to be completed within the time allowed by the contract.

The OWNER'S approval of the CONTRACTOR'S means or methods of construction, or the OWNER'S failure to exercise his right to prohibit such means or methods, shall not relieve the CONTRACTOR of his responsibility for the Work or of his obligation to accomplish the result intended by the Contract Documents; nor shall the exercise or non-exercise of such rights to prohibit create a cause of action for damages or provide a basis for any claim by the CONTRACTOR against the OWNER. The CONTRACTOR shall be solely responsible for, the construction means and methods, techniques, sequences, procedures, and for the safety precautions and programs in connection with the Work or the Project.

If the Contract Documents specify any means, methods, techniques, sequences or procedures, the CONTRACTOR shall evaluate said specifications and determine that they are safe for the proper prosecution of the Work. The CONTRACTOR shall be solely responsible for the job site safety of such means, methods, techniques, sequences or procedures. If the CONTRACTOR determines the the specified means, methods, techniques, sequences or procedures may not be safe, the CONTRACTOR shall immediately notify the OWNER and Engineer and shall not proceed without further instructions.

3.2.3 CONSTRUCTION SCHEDULE

The CONTRACTOR, immediately after being awarded the contract, shall prepare and submit for the OWNER or Engineer's information an estimated progress schedule for the work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents and shall provide for expeditious and reasonable execution of the work, not to exceed the time limits for completion provided in the Contract Documents. The progress schedule shall be updated as the Work proceeds or the schedule changes and immediately upon request by the OWNER. The CONTRACTOR shall also prepare a schedule of

submittals that allows for a reasonable time for the OWNER or Engineer to review the submittals so as not to delay the Project.

3.2.4 TIME OF PERFORMANCE OF THE WORK

The CONTRACTOR shall begin the work to be performed under this Contract not later than 10 days from the date specified in the purchase or work order and shall conduct the work in such a manner and with sufficient equipment, material and labor as is necessary to insure its completion within the working time. It is the intent of this specification to provide a continuous construction operation without delay except as occasioned by unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, and it shall be the CONTRACTOR's responsibility to execute the work in the most expeditious manner.

Work shall be done only during the regular and commonly accepted and prescribed working hours. No work shall be done on nights, Sundays or regular holidays unless permission is given by the OWNER

Time is of the Essence for the performance of the Work by the CONTRACTOR. CONTRACTOR agrees that the time allotted for the performance of the Work is reasonable.

3.2.5 PERFORMANCE OF EXTRA OR DISPUTED WORK

While the CONTRACTOR or his subcontractor is performing Extra Work in accordance with the OWNER'S written order, the cost of which is to be determined on a time and material basis, or is performing disputed work or complying with a determination or order under protest, the CONTRACTOR shall, on the Monday following the performance of the work, furnish the OWNER'S representative at the site with three copies of verified statements showing:

A. the name and number of each workman employed on such extra work or engaged in complying with such determination or order, the character of extra work each is doing and the wages paid to him, including the rate and amount of payroll taxes, contributions for insurance, and federal social security; and

B. the nature, cost and quantity of any materials, plant equipment or construction equipment furnished or used in connection with the performance of such extra work or in complying with such determination or order, and from who purchased or rented.

The CONTRACTOR and his subcontractors, when required by the OWNER, must also produce for inspection and audit by designated OWNER representatives for a minimum period of three (3) years following final payment or termination of

contract any and all of his books, vouchers, records, daily job diaries and reports, canceled checks, etc. showing the nature and quantity of labor, materials and equipment actually used in the performance of the extra work; the amounts expended therefore; and the costs incurred for insurance premiums and other items of expense directly chargeable to such extra work. The CONTRACTOR must permit the OWNER'S representatives to make extracts therefrom or copies thereof as may be desired.

Failure of the CONTRACTOR to comply strictly with the requirements of this section shall constitute a waiver of any claim for extra compensation on account of the performance of such extra work.

3.3 QUALITY OF WORK

3.3.1 INSPECTION AND TESTS

The CONTRACTOR shall furnish the OWNER with every reasonable accommodation and opportunity to ascertain whether or not the work performed is in accordance with the requirements and intent of the plans and specifications. Any work done or materials used without suitable inspection by the OWNER may be ordered removed and replaced at the CONTRACTOR'S expense. The CONTRACTOR shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the OWNER in his administration of the contract, or by inspections, tests or approvals required or performed by persons other than the CONTRACTOR.

Unless otherwise provided, the CONTRACTOR shall make arrangements for all tests, inspections and approvals with an independent testing laboratory or entity required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction over the Work or items to be tested, inspected or approved. If additional testing or inspection is required they shall be performed at the CONTRACTOR'S expense.

3.3.2 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

All work which has been rejected or condemned shall be repaired, or if it cannot be repaired satisfactorily, it shall be removed and replaced at the CONTRACTOR'S expense. Defective materials shall be immediately removed from the site of the work. Work done without line and grade having been given, work done beyond the lines or not in conformity with the grades shown on the plans or as given, save as herein provided, work done without written authority and prior agreement in writing as to process, shall be done at the CONTRACTOR'S risk and shall be considered unauthorized and at the option of the OWNER may be ordered removed at the CONTRACTOR'S expense.

Upon failure of the CONTRACTOR to repair satisfactorily or to remove and replace, if so directed, rejected, unauthorized or condemned work or materials immediately after receiving notice from the OWNER, the OWNER shall, after giving written notice to the CONTRACTOR, have the authority to cause defective work to be remedied or removed and replaced, or to cause unauthorized work to be removed and to deduct the cost thereof from any monies due or to become due the CONTRACTOR. Alternatively, the OWNER may, at its option, declare the CONTRACTOR in default.

3.3.3 WORKING AREA; COORDINATION WITH OTHER CONTRACTORS; FINAL CLEANUP

The CONTRACTOR shall confine his equipment, storage of materials and construction operations to the area shown on the contract drawings or stated in the specifications, prescribed by ordinance, laws, or permits or as may be directed by the OWNER, and shall not unreasonably encumber the site or public right-of-way with his construction equipment, plant or materials.

Such area shall not be deemed for the exclusive use of the CONTRACTOR. Other contractors of the OWNER may enter upon and use such portions of the area and for such items as determined by the OWNER are necessary for all purposes required by their contracts. The CONTRACTOR shall give to such other contractors all reasonable facilities and assistance to the end that the work on this and other contracts shall not be unduly or unreasonably delayed. Any additional areas desired by the CONTRACTOR for his use shall be provided by him at his own cost and expense.

The CONTRACTOR is responsible for cutting, fitting or patching any parts of the Work where such work is necessary to make the Work complete, for parts to fit together, or for any damage to the Work prior to Final Acceptance.

The CONTRACTOR shall keep the Project and the surrounding area clean and free from the accumulation of waste materials or trash. Upon completion of the work and before final acceptance and final payment shall be made, the CONTRACTOR shall completely clean and remove from the site of the work surplus and discarded materials, temporary structures and debris of every kind. He shall leave the site of the work in a neat and orderly condition equal to that which originally existed, or as called for in the Contract Documents. Surplus and waste materials removed from the site of the work shall be disposed of at locations satisfactory to the OWNER, and at the CONTRACTOR'S sole cost.

3.4 LEGAL RESPONSIBILITIES

3.4.1. PATENTS AND COPYRIGHTS

The CONTRACTOR shall pay all royalties and license fees and shall provide, by suitable legal agreement with the patentee or owner, for the use of any design, device, material or process covered by letters, patent or any copyright. The CONTRACTOR shall indemnify, defend, hold and save the OWNER and its officers, employees and agents harmless from all liability and claims for infringement of any patent or copyright.

In the event that any claims, suit or action at law or in equity of any kind whatsoever is brought against the OWNER, or its officers, employees or agents involving any such patents, copyrights or license rights, then the OWNER shall have the right to and may retain from any money due or to become due to the CONTRACTOR such sum deemed necessary by the OWNER for its protection until such claim or suit shall have been settled and satisfactory evidence to that effect shall have been furnished the OWNER.

3.4.2 INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR and his sureties shall indemnify, defend and hold harmless the OWNER and all of its, past, present and future, officers, agents and employees from all suits, cause of action, claims, liabilities, losses, fines, penalties, liens, demands, obligations, actions, proceedings, of any kind, character, name and description brought or arising, on account of any injuries or damages received or sustained by any person, destruction or damage to any property on account of, in whole or part, the operations of the CONTRACTOR, his agents, employees or subcontractors; or on account of any negligent act or fault of the CONTRACTOR, his agents, employees or subcontractors in the execution of said Contract; failing to comply with any law, ordinance, regulation, rule or order of any governmental or regulatory body including those dealing with health, safety, welfare or the environment; on account of the failure of the CONTRACTOR to provide the necessary barricades, warning lights or signs; and shall be required to pay any judgment, with cost, which may be obtained against the OWNER growing out of such injury or damage. In no event shall OWNER be liable to CONTRACTOR for indirect or consequential damages or loss of income or profit irrespective of the cause, fault or reason for same. CONTRACTOR'S duty to indemnify herein shall not be limited by any limitation on the type or amount of damages payable by or for CONTRACTOR or any Subcontractor under workman's compensation acts, disability benefit acts or any other employee benefit acts.

In addition, the CONTRACTOR likewise covenants and agrees to, and does hereby, indemnify and hold harmless the OWNER from and against any and all injuries, loss or damages to property of the OWNER during the performance of any of the terms and conditions of this Contract, arising out of or in connection with or resulting from, in whole or in part, any and all alleged acts or omissions of officers, agents, servants, employees, contractors, subcontractors, licenses or invitees of the CONTRACTOR.

The rights and responsibilities provided in this indemnification provision shall survive the termination or completion of this Contract.

3.5 SUPERVISION AND CONSTRUCTION PROCEDURES

3.5.1. SUPERVISION BY CONTRACTOR

The status of the CONTRACTOR is that of an independent CONTRACTOR under Texas law and the work under this Contract shall be under the direct charge and superintendence of the CONTRACTOR. Except where the CONTRACTOR is an individual and gives his personal superintendence to the work, the CONTRACTOR shall provide a competent superintendent or general foreman on the work site at all times during progress with full authority to act for the CONTRACTOR. The CONTRACTOR shall also provide an adequate staff for the coordination and expediting of the Work.

The superintendent and staff shall be satisfactory to the OWNER. The superintendent or general foreman shall not be changed during this Contract except with the written consent of the OWNER or unless the superintendent or general foreman proves unsatisfactory to the CONTRACTOR and ceases to be in his employ.

If the superintendent should be or become unsatisfactory to the OWNER, he shall be replaced by the CONTRACTOR upon written direction of the OWNER, and in such event, the CONTRACTOR shall not be entitled to file a claim for any additional working time or money from the OWNER.

3.5.2 EMPLOYEES

The CONTRACTOR shall employ only competent, efficient workmen and shall not use on the work any unfit person or one not skilled in the work assigned to him and shall at all times maintain good order among its employees. Whenever the OWNER shall inform the CONTRACTOR in writing that, in his opinion, any employee is unfit, unskilled, disobedient, or is disrupting the orderly progress of the work, such employee shall be removed from the work and shall not again be employed on it. Under urgent circumstances, the OWNER may orally require immediate removal of an employee for cause, to be followed by written confirmation.

The CONTRACTOR shall supervise and direct all the work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences, procedures and safety procedures and for coordinating all portions of the Work under the Contract. The CONTRACTOR shall be responsible to the OWNER for the acts and omissions of his employees, subcontractors and

their agents, employees and subcontractors performing any of the work under a contract with the CONTRACTOR.

3.5.3 LABOR AND MATERIALS

Unless otherwise provided in the Contract Documents, the CONTRACTOR shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated into the work.

The CONTRACTOR shall at all times enforce strict discipline and good order among his employees and shall not employ on the work site any unfit person or anyone not skilled in the task assigned to him.

The rate of progress shall be such that the whole work shall be performed and the premises cleaned up in accordance with the Contract within the working time established in the Contract, unless an extension of time is made in the manner hereinafter specified.

3.5.4 WAGE SCALE

In accordance with The Texas Government Code, Title 10, Chapter 2258, Prevailing Wage Rates, the general prevailing wage rate has been determined for this locality for the craft or type of workman needed to execute work of a similar character of the project listed herein. The Contractor shall pay the prevailing wage rate in this locality to all his/her employees and subcontractors performing work on this project, and in no event shall the Contractor pay less than the rate shown in the following schedule.

General Decision Number: TX150289 12/11/2015 TX289

Superseded General Decision Number: TX20140289

State: Texas

Construction Type: Building

County: Collin County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10

(or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0 01/02/2015
 1 01/30/2015
 2 03/06/2015
 3 12/11/2015

ASBE0021-011 05/01/2013

| | Rates | Fringes |
|--|----------|---------|
| ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)..... | \$ 21.52 | 7.15 |

 BOIL0074-003 01/01/2014

| | Rates | Fringes |
|------------------|----------|---------|
| BOILERMAKER..... | \$ 23.14 | 21.55 |

 CARP1421-002 04/01/2014

| | Rates | Fringes |
|-----------------|----------|---------|
| MILLWRIGHT..... | \$ 25.30 | 8.30 |

 ELEV0021-006 01/01/2015

| | Rates | Fringes |
|------------------------|----------|---------|
| ELEVATOR MECHANIC..... | \$ 37.33 | 28.385 |

FOOTNOTES: a - A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Veterans Day.

 ENGI0178-005 06/01/2014

| | Rates | Fringes |
|---|----------|---------|
| POWER EQUIPMENT OPERATOR | | |
| (1) Tower Crane..... | \$ 29.00 | 10.60 |
| (2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above..... | \$ 28.75 | 10.60 |
| (3) Hydraulic cranes 59 Tons and under..... | \$ 27.50 | 10.60 |

* IRON0263-005 06/01/2015

| | Rates | Fringes |
|--|-----------------|-------------|
| IRONWORKER (ORNAMENTAL AND STRUCTURAL)..... | \$ 23.00 | 6.55 |

PLUM0100-005 07/01/2013

| | Rates | Fringes |
|---|----------|---------|
| HVAC MECHANIC (HVAC Unit Installation Only)..... | \$ 26.88 | 8.83 |
| PIPEFITTER (Excludes HVAC Pipe Installation)..... | \$ 26.88 | 8.83 |

SUTX2014-015 07/21/2014

| | Rates | Fringes |
|---|----------|---------|
| BRICKLAYER..... | \$ 21.06 | 0.00 |
| CARPENTER, Excludes Drywall Hanging, Form Work, and Metal Stud Installation..... | \$ 15.78 | 0.00 |
| CAULKER..... | \$ 15.16 | 0.00 |
| CEMENT MASON/CONCRETE FINISHER..... | \$ 13.04 | 0.00 |
| DRYWALL HANGER AND METAL STUD INSTALLER..... | \$ 13.00 | 0.00 |
| ELECTRICIAN (Alarm Installation Only)..... | \$ 20.93 | 3.86 |
| ELECTRICIAN (Communication Technician Only)..... | \$ 15.35 | 1.39 |
| ELECTRICIAN (Low Voltage Wiring Only)..... | \$ 17.04 | 1.39 |
| ELECTRICIAN, Excludes Low Voltage Wiring and | | |

| | | |
|---|----------|------|
| Installation of Alarms/Sound and Communication Systems..... | \$ 20.01 | 2.69 |
| FORM WORKER..... | \$ 11.89 | 0.00 |
| GLAZIER..... | \$ 16.46 | 3.94 |
| HIGHWAY/PARKING LOT STRIPING: | | |
| Operator (Striping Machine)..... | \$ 10.04 | 2.31 |
| INSTALLER - SIDING (METAL/ALUMINUM/VINYL)..... | \$ 14.74 | 0.00 |
| INSTALLER - SIGN..... | \$ 15.50 | 0.00 |
| INSULATOR - BATT..... | \$ 13.00 | 0.00 |
| IRONWORKER, REINFORCING..... | \$ 12.29 | 0.00 |
| LABORER: Common or General..... | \$ 10.52 | 0.00 |
| LABORER: Mason Tender – Brick..... | \$ 10.54 | 0.00 |
| LABORER: Mason Tender - Cement/Concrete..... | \$ 10.93 | 0.00 |
| LABORER: Pipelayer..... | \$ 13.00 | 0.35 |
| LABORER: Plaster Tender..... | \$ 12.22 | 0.00 |
| LABORER: Roof Tearoff..... | \$ 11.28 | 0.00 |
| LABORER: Landscape and Irrigation..... | \$ 10.55 | 0.00 |
| LATHER..... | \$ 16.00 | 0.00 |
| OPERATOR: Backhoe/Excavator/Trackhoe..... | \$ 12.83 | 0.00 |
| OPERATOR: Bobcat/Skid Steer/Skid Loader..... | \$ 13.93 | 0.00 |
| OPERATOR: Bulldozer..... | \$ 18.29 | 1.31 |
| OPERATOR: Drill..... | \$ 15.69 | 0.50 |
| OPERATOR: Forklift..... | \$ 13.21 | 0.81 |
| OPERATOR: Grader/Blade..... | \$ 13.03 | 0.00 |

| | | |
|--|----------|------|
| OPERATOR: Loader..... | \$ 13.46 | 0.85 |
| OPERATOR: Mechanic..... | \$ 17.52 | 3.33 |
| OPERATOR: Paver (Asphalt, Aggregate, and Concrete)..... | \$ 18.44 | 0.00 |
| OPERATOR: Roller..... | \$ 15.04 | 0.00 |
| PAINTER (Brush, Roller and Spray), Excludes Drywall | | |
| Finishing/Taping..... | \$ 13.35 | 5.10 |
| PAINTER: Drywall Finishing/Taping Only..... | \$ 14.24 | 3.83 |
| PIPEFITTER (HVAC Pipe Installation Only)..... | \$ 20.45 | 4.00 |
| PLASTERER..... | \$ 16.58 | 0.00 |
| PLUMBER, Excludes HVAC Pipe Installation..... | \$ 22.46 | 4.06 |
| ROOFER..... | \$ 17.19 | 0.00 |
| SHEET METAL WORKER (HVAC Duct Installation Only)..... | \$ 21.13 | 4.79 |
| SHEET METAL WORKER, Excludes HVAC Duct Installation..... | \$ 24.88 | 5.97 |
| SPRINKLER FITTER (Fire Sprinklers)..... | \$ 37.50 | 0.00 |
| TILE FINISHER..... | \$ 11.22 | 0.00 |
| TILE SETTER..... | \$ 14.25 | 0.00 |
| TRUCK DRIVER: 1/Single Axle Truck..... | \$ 16.00 | 0.81 |
| TRUCK DRIVER: Dump Truck..... | \$ 12.39 | 1.18 |
| TRUCK DRIVER: Flatbed Truck..... | \$ 19.65 | 8.57 |
| TRUCK DRIVER: Semi-Trailer Truck..... | \$ 12.50 | 0.00 |
| TRUCK DRIVER: Water Truck..... | \$ 12.00 | 4.11 |

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

Except for work on legal holidays, the "General Prevailing Rate of Per Diem Wage" for the various crafts or type of workers or mechanics is the product of (a) the number of hours worked per day, except for overtime hours, times (b) the above respective rate per hour.

For legal holidays, the "General Prevailing Rate of Per Diem Wage" for the various crafts or type of workers or mechanics is the product of (a) one and one-half times the above respective rate per hour, times (b) the number of hours worked on the legal holiday.

For overtime work, the "General Prevailing Rate of Per Diem Wage" for the various crafts or type of workers or mechanics is the product of (a) one and one-half times the above respective rate per hour, times (b) the number of hours worked on overtime.

Under the provisions of Texas Government Code, Title 10, Chapter 2258, Prevailing Wage Rates, the contractor or subcontractor of the contractor shall forfeit as a penalty to the entity on whose behalf the contract is made or awarded, sixty dollars (\$60.00) for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the contract.

If the construction project involves the expenditure of Federal funds in excess of \$2,000, the minimum wages to be paid various classes of laborers and mechanics will be based upon the wages that will be determined by the Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on the project of a character similar to the Contract Work.

3.5.5 Contractors doing business with OWNER agree to comply with Federal Executive Order 13465 E-Verify. It is OWNER'S intention and duty to comply and support the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification and non-discrimination. According to the INA, contractors/employers may hire only persons who may legally work in the United States. Subsequently, contractors and subcontractors doing business with OWNER must confirm their enrollment in the E-Verify system which verifies employment eligibility through completion and checking of I-9 forms. OWNER reserves the right to audit contractor's process to verify enrollment compliance.

3.5.6 COMPLIANCE WITH LAWS

The CONTRACTOR shall fully comply with all local, state and federal laws, including all codes, ordinances and regulations applicable to this Contract and the Work to be done thereunder, which exist or which may be enacted later by governmental bodies having jurisdiction or authority for such enactment.

All work required under this Contract is intended to comply with all requirements of law, regulation, permit or license. If the CONTRACTOR finds that there is a variance, he shall immediately report this to the OWNER for resolution.

3.5.6.1 EQUAL EMPLOYMENT OPPORTUNITY

The CONTRACTOR 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.

3.5.7 RAILWAY CROSSINGS

Where the Work encroaches upon any right-of-way of any railway, the OWNER shall secure the necessary easement for the work. Where railway tracks are to be crossed, the CONTRACTOR shall observe all the regulations and instructions of the railway company as to methods of doing the work or precautions for safety of property and the public. All negotiations with the railway company, except for right-of-way, shall be made by the CONTRACTOR. The railway company shall be notified by the CONTRACTOR not less than five days prior to commencing the work. The CONTRACTOR shall not be paid separate compensation for such railway crossing but shall receive only the compensation as set out in the proposal.

3.5.8 OTHER CONTRACTORS; OBLIGATION TO COOPERATE

The OWNER reserves the right to perform construction on the Project with its own forces or may award other contracts for additional work on this Project, and the CONTRACTOR shall fully cooperate with such other contractors and shall coordinate and fit his work to be done hereunder to such additional work as may be

contracted by the OWNER. The CONTRACTOR shall not commit or permit any act which shall interfere with the performance of work by any other contractor.

Upon receiving written notice from the CONTRACTOR that the OWNER or another contractor is failing to coordinate his work with the Work under this Contract as directed by the OWNER, the OWNER shall promptly investigate the charge and take such necessary action as the situation may require. However, the OWNER shall not be liable to the CONTRACTOR for damages suffered by the CONTRACTOR due to the fault or negligence of another contractor or through failure of another contractor to carry out the directions of the OWNER. Should any interference occur between contractors, the Engineer may furnish the CONTRACTOR with written instructions designating priority of effort, whereupon the CONTRACTOR shall immediately comply with such direction. In such event, the CONTRACTOR shall be entitled to an extension of working time only for unavoidable delays verified by the Engineer; however, no increase in the Contract Price shall be due the CONTRACTOR.

3.5.9 SUBCONTRACTS

The CONTRACTOR shall not make any subcontract for performing any portion of the Work included in the contract without written notice to the OWNER. This contract having been made pursuant to the bid submitted by the CONTRACTOR and in reliance with the CONTRACTOR'S personal qualifications and responsibility, the OWNER reserves the right to withhold approval of any subcontractor which the OWNER may deem would not be in the OWNER'S best interest.

The CONTRACTOR shall, as soon as practicable after signing the Contract, submit a separate written notice to the OWNER identifying each proposed subcontractor. Upon request of the OWNER, the CONTRACTOR shall promptly furnish additional information tending to establish that any proposed subcontractor has the necessary facilities, skill, integrity, past experience and financial resources to perform the work in accordance with the terms and conditions of this Contract.

If the OWNER determines that any proposed subcontractor is unacceptable, he shall so notify the CONTRACTOR, who may thereupon submit another proposed subcontractor unless the CONTRACTOR decides to do the work himself. Disapproval by the OWNER of any proposed subcontractor shall not provide a basis for any claim by the CONTRACTOR.

If an approved subcontractor fails to properly perform the work undertaken, he shall be removed from the job upon request of the OWNER, following notification to the CONTRACTOR in writing of the request for removal and the reasons therefore.

Each subcontract entered into shall provide that the provisions of this Contract shall apply to such subcontractor and his officers and employees in all respects as if he and they were employees of the CONTRACTOR. The OWNER'S decision not to disapprove of any subcontract shall not relieve the CONTRACTOR of any of his responsibilities, duties and liabilities hereunder. The CONTRACTOR shall be solely responsible for the acts, omissions, negligence or defaults of his subcontractors and of such subcontractor's officers, agents and employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the CONTRACTOR to the extent of his subcontract.

The CONTRACTOR agrees to bind each subcontractor and each subcontractor agrees to be bound by the terms of the Contract Documents insofar as applicable to his work. The CONTRACTOR and each subcontractor jointly and severally agree that nothing in the Contract Documents or otherwise shall create or be deemed to create any rights in favor of a subcontractor against the OWNER; nor shall be deemed or construed to impose upon the OWNER any obligation, liability or duty to a subcontractor; or to create any contractual relation whatsoever between a subcontractor and the OWNER.

The provisions contained herein shall likewise apply to any sub-subcontracts.

3.6 PROTECTION OF WORK AND OF PERSONS AND PROPERTY

3.6.1 PROTECTION OF WORK

During performance and up to date of final acceptance, the CONTRACTOR shall be under the absolute obligation to protect the finished work against any damage, loss or injury. In the event of such damage, loss or injury, the CONTRACTOR shall promptly replace or repair such work, whichever the OWNER shall determine to be preferable. The obligation to deliver finished work in strict accordance with the Contract prior to final acceptance shall be absolute and shall not be affected by the OWNER'S approval of or failure to prohibit means and methods of construction used by the CONTRACTOR. All risk of loss or damage to the work shall be borne solely by the CONTRACTOR until final completion and acceptance of all work by the OWNER, as evidenced by the OWNER'S issuance of a certificate of acceptance.

3.6.2 PROTECTION OF PERSONS AND PROPERTY

The CONTRACTOR shall have the responsibility to provide and maintain all warning devices and take all precautionary measures required by law or otherwise to protect persons and property while said persons or property are approaching, leaving or within the work site or any area adjacent to said work site. No separate compensation shall be paid to the CONTRACTOR for the installation or

maintenance of any warning devices, barricades, lights, signs or any other precautionary measures required by law or otherwise for the protection of persons or property.

The CONTRACTOR shall assume all duties owed by the OWNER to the general public in connection with the general public's immediate approach to and travel through the work site and the area adjacent to said work site.

Where the work is carried on in or adjacent to any street, alley, sidewalk, public right-of-way or public place, the CONTRACTOR shall at his own cost and expense provide such flagmen and watchmen and furnish, erect and maintain such warning devices, barricades, lights, signs and other precautionary measures for the protection of persons or property as may be prudent or necessary, or as are required by law. The CONTRACTOR'S responsibility for providing and maintaining flagmen, watchmen, warning devices, barricades, signs and lights and other precautionary measures shall not cease until the project shall have been completed and accepted by the OWNER, and shall cease when the certificate of acceptance is issued by the OWNER pursuant to the Contract Documents.

If the OWNER discovers that the CONTRACTOR has failed to comply with the applicable federal and state law (by failing to furnish the necessary flagmen, warning devices, barricades, lights, signs or other precautionary measures for the protection of persons or property), the OWNER may order the CONTRACTOR to take such additional precautionary measures as required by law to be taken to protect persons and property.

In addition, the CONTRACTOR shall be held responsible for all damages to the work and other public or private property due to the failure of warning devices, barricades, signs, lights or other precautionary measures in protecting said property; and whenever evidence is found of such damage, the OWNER may order the damaged portion immediately removed and replaced by and at the cost and expense of the CONTRACTOR.

3.6.3 SAFETY; TRENCH SAFETY; UNDERGROUND UTILITY SAFETY; PUBLIC CONVENIENCE AND SAFETY;

The CONTRACTOR shall be responsible for complying with state laws and federal regulations relating to safety, trench safety, and underground utility safety, including those which may be enacted during the performance under this Contract. The CONTRACTOR shall comply with the provisions of the The Standard Specifications and Standard Drawings from the Public Works Construction Standards-North Central Texas Council of Governments, 2004 edition and all subsequent addendums and the Instructions to Bidders regarding trench safety, public convenience and safety, and sanitary provisions. The CONTRACTOR shall be solely responsible for, the construction means and methods, techniques,

sequences, or procedures, or for the safety precautions and programs in connection with the Work and the Project.

3.7 MATERIALS AND WORKMANSHIP; WARRANTIES AND GUARANTEES

Unless otherwise expressly provided in the contract drawings or specifications, the work shall be performed in accordance with the best modern practice with materials and workmanship of the highest quality and suitable for their purpose. The OWNER shall judge and determine the CONTRACTOR'S compliance with these requirements.

3.7.1 MATERIALS AND EQUIPMENT

The CONTRACTOR shall be free to secure the approved materials, equipment and articles from sources of his own selection. However, if the OWNER finds that the work shall be delayed or adversely affected in any way because a selected source of supply cannot furnish a uniform product in sufficient quantity and at the time required and a suitable source does exist, or the product is not suitable for the Work, the OWNER shall have the right to require the original source of supply changed by the CONTRACTOR. The CONTRACTOR shall have no claim for extra cost or damage because of this requirement.

The CONTRACTOR warrants to the OWNER that all materials and equipment furnished under this contract shall be new unless otherwise specified in the Contract Documents and that same shall be of good quality and workmanship, free from faults and defects and in conformance with the Contract Documents. All materials and equipment not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective and shall be promptly repaired or replaced by the CONTRACTOR at the CONTRACTOR'S sole cost upon demand of the OWNER. If required by the OWNER, the CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.7.1.1 "OR EQUAL" CLAUSE

A. Whenever a material or article required is specified or shown on the plans, by using the name of a proprietary product or of a particular manufacturer or vendor, any material or article which the Engineer determines shall perform adequately the duties imposed by the general design or which the Engineer deems to be of similar appearance (in cases where appearance is of importance) shall be considered equal and satisfactory, provided the material or article so proposed is of equal substance and function. Authorization for any substitution of materials or articles must be obtained by the CONTRACTOR from the Engineer before proceeding with such substitution.

B. Should an authorized substitution require redesign of a portion of the work or alterations to the plans or specifications in order for the materials or articles which are to be substituted to properly fit or in other ways to be satisfactory, the Engineer shall accomplish such redesigns and alterations. The CONTRACTOR shall bear all reasonable costs associated with redesign and alteration efforts performed by the Engineer.

3.7.2 WORKMANSHIP

The CONTRACTOR shall promptly correct or replace all work rejected by the OWNER as defective or as failing to conform to the Contract Documents whether observed before or after substantial completion and whether or not fabricated, installed or completed. The CONTRACTOR shall bear all costs of correcting such rejected work, including costs incurred for additional services made necessary thereby.

3.8 WARRANTIES

3.8.1 SPECIAL WARRANTY

If within one year after final acceptance of the work by the OWNER, as evidenced by the final certificate of acceptance or within such longer or shorter period of time as may be prescribed by law or by the terms of any other applicable special warranty on designated equipment or portions of work as required by the Contract Documents, any of the work is found to be defective or not in accordance with the Contract Documents, the CONTRACTOR shall correct it promptly after receipt of a written notice from the OWNER to do so. This obligation shall survive termination or completion of the Contract. The OWNER shall give such notice promptly after discovery of the condition.

The CONTRACTOR shall remove from the site all portions of the work which are defective or nonconforming and which have not been corrected unless removal is waived in writing by the OWNER.

3.8.2 SUBCONTRACTORS' AND MANUFACTURERS' WARRANTIES

All subcontractors', manufacturers' and suppliers' warranties and guarantees, express or implied, respecting any part of the work and any materials used therein, shall be obtained and enforced by the CONTRACTOR for the benefit of the OWNER without the necessity of separate transfer or assignment thereof.

3.8.3 CORRECTED WORK WARRANTY

Any work repaired or replaced, pursuant to this section, shall be subject to the provisions of this section to the same extent as work originally performed.

3.8.4 RIGHTS AND REMEDIES

The rights and remedies of the OWNER provided in this section are in addition to, and do not limit, any rights or remedies afforded to the OWNER by law or any other provision of the Contract Documents, or in any way limit the OWNER'S right to recovery of damage due to default under the Contract. No action or inaction by the OWNER shall constitute a waiver of a right or duty afforded it under the Contract.

IV. INSURANCE

4.1 CONTRACTOR'S INSURANCE

Before commencing work, the CONTRACTOR and each subcontractor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) required by Texas Law, and the coverages required herein, indicating the coverage is to remain in force throughout the term of this Contract. Without limiting any of the other obligations or liabilities of the CONTRACTOR, during the term of the Contract the CONTRACTOR and each subcontractor at their own expense shall purchase and maintain the herein stipulated minimum insurance with companies duly approved to do business in the State of Texas and satisfactory to the OWNER. Certificates of each policy shall be delivered to the OWNER before any work is started, along with a written statement from the issuing company stating that said policy shall not be canceled, nonrenewed or materially changed without 30 days advance written notice being given to the OWNER.

In addition to any coverage required by Texas Law, the CONTRACTOR shall provide the following coverages at not less than the specified amounts:

- 4.2 Workers Compensation insurance required by Texas Law at statutory limits, including employer's liability coverage at \$500,000. In addition to these, the CONTRACTOR must comply with all the requirements of the Texas Department of Insurance, Division of Workers' Compensation; (Note: If you have questions concerning these requirements, you are instructed to contact the DWC.)

By signing this contract or providing or causing to be provided a certificate of coverage, the CONTRACTOR is representing to the OWNER that all employees of the CONTRACTOR and its subcontractors who will provide services on the Project will be covered by workers compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the CONTRACTOR to administrative penalties, criminal penalties, civil penalties, or other civil actions.

The CONTRACTOR'S failure to comply with any of these provisions is a breach of Contract by the Contractor which entitles the OWNER to declare the Contract void if the

CONTRACTOR does not remedy the breach within ten (10) days after receipt of notice of breach from the OWNER.

- 4.3 Broad form commercial general liability insurance, including independent contractor's liability, completed operations and contractual liability, written on an occurrence form, covering, but not limited to, the liability assumed under the indemnification provisions of this contract, fully insuring CONTRACTOR'S (or subcontractor's) liability for injury to or death of OWNER'S employees and third parties, extended to include personal injury liability coverage with damage to property, with minimum limits as set forth below:

General Aggregate \$2,000,000

Completed Products — Components/Operations Aggregate \$2,000,000

Personal and Advertising Injury \$ 1,000,000

Each Occurrence \$ 1,000,000

4.3.1 The policy shall include coverage extended to apply to completed operations, asbestos hazards (if this project involves work with asbestos) and XCU (explosion, collapse and underground) hazards. The completed operations coverage must be maintained for a minimum of one year after final completion and acceptance of the work, with evidence of same filed with OWNER.

- 4.4 Comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence; or separate limits of \$1,000,000 for bodily injury (per person), \$1,000,000 for bodily injury (per accident) and \$1,000,000 for property damage. Such insurance shall include coverage for loading and unloading hazards.

4.5 OWNER'S PROTECTIVE LIABILITY INSURANCE

CONTRACTOR shall obtain, pay for and maintain at all times during the prosecution of the work under this contract an OWNER'S protective liability insurance policy naming the OWNER as insured for property damage and bodily injury, which may arise in the prosecution of the Work or CONTRACTOR'S operations under this Contract. Coverage shall be on an "occurrence" basis, and the policy shall be issued by the same insurance company that carries the CONTRACTOR'S liability insurance with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.

4.6 "UMBRELLA" LIABILITY INSURANCE

CONTRACTOR shall obtain, pay for and maintain umbrella liability insurance during the contract term, insuring CONTRACTOR for an amount of not less than \$1,000,000 per occurrence combined limit for bodily injury and property damage that follows from and applies in excess of the primary liability coverages required hereinabove. The policy shall

provide “drop down” coverage where underlying primary insurance coverage limits are insufficient or exhausted. OWNER shall be named as an additional insured.

4.7 RAILROAD PROTECTIVE INSURANCE

When required in the Special Provisions, CONTRACTOR shall obtain, maintain and present evidence of railroad protective insurance (RPI). The policy shall be in the name of the railroad company having jurisdiction over the right-of-way involved. The minimum limit of coverage shall meet the specifications provided by the railroad company. The OWNER shall specify the amount of RPI necessary.

4.8 POLICY ENDORSEMENTS AND SPECIAL CONDITIONS

Each insurance policy to be furnished by CONTRACTOR shall include the following conditions by endorsement to the policy:

- A. each policy shall name the OWNER as an additional insured as to all applicable coverage;
- B. each policy shall require that 30 days prior to the cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to OWNER by certified mail;
- C. the term “OWNER” shall include all past, present or future, authorities, boards, bureaus, commissions, divisions, departments and offices of the OWNER and individual members, elected official, officers, employees and agents thereof in their official capacities and/or while acting on behalf of the OWNER;
- D. the policy phrase “other insurance” shall not apply to the OWNER where the OWNER is an additional insured on the policy;
- E. all provisions of the contract concerning liability, duty and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies;
- F. all policies shall contain a waiver of subrogation in favor of OWNER, and its, past, present and future, officials, employees, and volunteers; and,
- G. each certificate of insurance shall reference the Project and Contract number, contain all the endorsement required herein, and require a notice to the OWNER of cancellation.

Insurance furnished by the CONTRACTOR shall be in accordance with the following requirements:

- A. any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by the CONTRACTOR. The OWNER’S decision thereon shall be final;
- B. all policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas with a financial ratings of B+ VII or better as assigned by BEST Rating Company or equivalent; and

C. All liability policies required herein shall be written with an “occurrence” basis coverage trigger.

CONTRACTOR agrees to the following:

A. CONTRACTOR hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against the OWNER, it being the intention that the insurance policies shall protect all parties to the Contract and be primary coverage for all losses covered by the policies;

B. Companies issuing the insurance policies and CONTRACTOR shall have no recourse against the OWNER for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the CONTRACTOR;

C. Approval, disapproval or failure to act by the OWNER regarding any insurance supplied by the CONTRACTOR (or any subcontractors) shall not relieve the CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the Contract Documents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate the CONTRACTOR from liability; and

D. No special payments shall be made for any insurance that the CONTRACTOR and subcontractors are required to carry; all are included in the Contract Price and the Contract unit prices. Any of such insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

V. OWNERS RIGHTS AND RESPONSIBILITIES

MONTHLY ESTIMATE, PARTIAL PAYMENTS AND FINAL PAYMENTS

5.1 Progress and final payments shall be paid to the Contractor based upon the progress of the Project as indicated by the approved Applications for Payment, certificates of acceptance, or Certificates for Payment, that include an approved Schedule of Values that will be submitted by the CONTRACTOR to the OWNER prior to the commencement of the Work and in accordance with the following:

5.2 MONTHLY ESTIMATES

The CONTRACTOR shall deliver to the OWNER an itemized Application for Payment that shall include the work completed, materials stored at the Project site but not incorporated into the work, materials ready to be installed and stored at another agreed location, and the percentage of Work completed, through the 20th day of each month, on an Application for Payment with a schedule of values previously submitted by the Contractor and approved by the Owner. Prior to release of funds in connection with any Application for Payment, the Owner may request, and the Contractor must provide, properly executed statements of full or partial releases of claims acceptable to Owner in form and content, for all persons or entities supplying labor or materials to the Project.

5.2.1 The Application for Payment is a representation by the CONTRACTOR to the OWNER that the construction has progressed to the point indicated, the quality of the Work covered by the application is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount requested.

5.2.2 INSPECTION AND PARTIAL PAYMENTS

Whenever the CONTRACTOR shall submit an Application for Payment to the OWNER for work performed by the CONTRACTOR, the CONTRACTOR shall notify the Engineer that the improvement is ready for inspection. The Engineer shall then make such inspection, and will have the authority to reject work that does not conform to the Contract Documents. If the work is satisfactory and in accordance with the specifications and Contract Documents, the Engineer shall issue a Certificate for Payment.

5.2.3 Within thirty (30) days of the Owner's receipt of a properly submitted and correct Application for Payment, and the issuance of a Certificate for Payment, the Owner shall make payment to the Contractor, in the amount approved by the Owner less 5% retainage. Such payment shall be adjusted for work that is incomplete or not in accordance with the Contract Documents or that is the subject of a separate contract, or subcontract or supplier claim or lien against the Contractor or the payment bonds for the project.

5.2.4 No partial or final payment or the entire use or occupancy of the Project by the OWNER shall be considered acceptance of work that does not strictly comply with the Contract Documents or release the CONTRACTOR of any of his responsibilities under the Contract.

5.2.5 PAYMENT FOR LABOR AND MATERIAL; NO LIENS

The CONTRACTOR for himself or any of his subcontractors shall pay all indebtedness which may become due to any person, firm or corporation having furnished labor, material or both in the performance of this Contract. It shall be the responsibility of each person, firm or corporation claiming to have furnished labor, materials or both, in connection with this Contract, to protect his or its interest in the manner prescribed by applicable laws of the State of Texas, provided, however, that as this Contract provides for a public works project, no lien of any kind shall ever exist or be placed against the Work or any portion thereof, or any public funds or retainage held by the OWNER; and any subcontractor shall look solely to the CONTRACTOR and the payment bond surety, and not the OWNER, for payment of any outstanding amounts due for labor, materials or any other indebtedness in connection with the Work. However, the OWNER may, at any time prior to making final payment, require the CONTRACTOR to furnish a Consent of Surety to any payment due the CONTRACTOR for completed work and may, at the discretion of

the OWNER or the request of the Surety, make the check jointly payable to the CONTRACTOR and the Surety. The Owner shall have no obligation under this Agreement to pay or to be responsible in any way for payment to any, Engineer, another design professional, contractor, subcontractor or supplier performing portions of the Work, pursuant to a contract with the Contractor.

5.2.6 PAYMENT WITHHELD

In addition to express provisions elsewhere contained in the contract, the OWNER may withhold from any payment otherwise due the CONTRACTOR such amount as determined necessary to protect the OWNER'S interest, or, if it so elects, may withhold or retain all or a portion of any progress payment or refund payment on account of:

- A. unsatisfactory progress of the Work not caused by conditions beyond the CONTRACTOR'S control,
- B. defective work not corrected,
- C. CONTRACTOR'S failure to carry out instructions or orders of the OWNER or his representative,
- D. a reasonable doubt that the Contract can be completed for the balance then unpaid,
- E. work or execution thereof not in accordance with the Contract Documents,
- F. claim filed by or against the CONTRACTOR or reasonable evidence indicating probable filing of claims,
- G. failure of the CONTRACTOR to make payments to subcontractor or for material or labor,
- H. damage to another contractor,
- I. unsafe working conditions allowed to persist by the CONTRACTOR,
- J. failure of the CONTRACTOR to provide work schedules as required by the OWNER,
- K. use of subcontractors without the OWNER'S approval or,
- L. failure of the CONTRACTOR to keep current as-built record drawings at the job site or to turn same over in completed form to the OWNER.

When the above grounds are removed, payment shall be made for amounts withheld because of them, and OWNER shall never be liable for interest on any delayed or late payment.

5.2.7 PAYMENT FOR EXTRA WORK

The extra work done by the CONTRACTOR as authorized and approved by the Engineer shall be paid for in the manner hereinafter described, and the compensation thus provided shall be accepted by the CONTRACTOR as payment in full for all labor, materials, tools, equipment and incidentals and all superintendents' and timekeepers' services, all insurance, bond and all other overhead expense incurred in the performance of the extra work.

Payment for extra work shall be made by one of the following methods:

A. Method “A” — by unit prices agreed on in writing by the OWNER and CONTRACTOR before said extra work is commenced, subject to all other conditions of the contract.

B. Method “B” — by lump sum price agreed on in writing by the OWNER and the CONTRACTOR before said extra work is commenced, subject to all other conditions of the contract.

5.2.8 SUBSTANTIAL COMPLETION

The Project will be considered substantially complete when the OWNER can utilize the Project for its intended purpose and the Work is in conformance with the Contract Documents.

5.3 APPLICATION FOR FINAL PAYMENT.

Upon full performance of all the Contract Work and the full performance of all the provisions of the Contract, the CONTRACTOR shall submit a final application for payment to the OWNER, the CONTRACTOR shall notify the Engineer that the improvement is ready for inspection. All warranties and guaranties required of the CONTRACTOR by the Contract Documents shall be assembled and delivered by the CONTRACTOR to the OWNER as Part of the final Application for Payment. The Contractor will assign to the Owner all manufacturer’s warranties relating to materials and labor used in the work and will perform the Work in such a manner as to preserve all such manufacturer’s warranties. The CONTRACTOR will deliver a certificate evidencing that insurance and bonds required by the Contract Documents will remain in full force and effect pursuant to the requirements of the Contract. The final Certificate for Payment will not be issued until all such warranties and guaranties have been received and accepted by the Owner, and a Certificate of Acceptance is issued by the or Engineer.

5.3.1 FINAL INSPECTION AND ACCEPTANCE

Whenever the improvements provided for by the Contract shall have been completely performed on the part of the CONTRACTOR, the CONTRACTOR shall notify the OWNER, and Engineer that the improvement is ready for final inspection. The Engineer shall then make such final inspection, and if the work is satisfactory and in accordance with the specifications and Contract Documents, the CONTRACTOR shall be issued a certificate of acceptance.

5.3.2 FINAL PAYMENT

Whenever the improvements provided for by the Contract shall have been completely performed on the part of the CONTRACTOR, as evidenced in the certificate of acceptance, and all required submissions provided to the OWNER, a final estimate showing the value of the work shall be prepared by the Engineer as soon as the necessary measurements and computations can be made. All prior estimates upon which payments have been made are subject or necessary corrections or revisions in the final payment. The amount of this final estimate, less any sums that have been previously paid, or deducted under the provisions of the Contract, shall be paid the CONTRACTOR within 30 days after the final acceptance, provided that the CONTRACTOR has furnished to the OWNER a consent of surety and an affidavit or other satisfactory evidence that all indebtedness connected with the Work and all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished for and used in the performance of the work have been paid or otherwise satisfied, or that the person or persons to whom the same may respectively be due have consented to such final payment.

The acceptance by the CONTRACTOR of the final payment as aforesaid shall operate as and shall be a release to the OWNER from all claims or liabilities under the Contract, including all subcontractor claims, for anything done or furnished or relating to the Work under the Contract or for any act or neglect of said OWNER relating to or connected with the Contract.

All warranties and guarantees shall commence from the date of the certificate of acceptance. No interest shall be due the CONTRACTOR on any partial or final payment or on the retainage.

5.3 MODIFICATIONS TO CONTRACT WORK OR TIME OF PERFORMANCE

5.3.1 OWNER'S RIGHT TO TEMPORARILY SUSPEND WORK

5.3.2 REASONS FOR SUSPENSION

The OWNER shall have the right by written order to temporarily suspend the work, in whole or in part, whenever, in the judgment of the OWNER, such temporary suspension is required:

- A. in the interest of the OWNER generally,
- B. due to government or judicial controls or orders which make performance of this contract temporarily impossible or illegal,
- C. to coordinate the work of separate contractors at the job site,
- D. to expedite the completion of a separate contract even though the completion of this particular Contract may be thereby delayed,
- E. because of weather conditions unsuitable for performance of the Work, or

F. because the CONTRACTOR is proceeding contrary to contract provisions or has failed to correct conditions considered unsafe for workmen.

The written order of the OWNER to the CONTRACTOR shall state the reasons for suspending the work and the anticipated periods for such suspension. Upon receipt of the OWNER'S written order, the CONTRACTOR shall suspend the work covered by the order and shall take such means and precautions as may be necessary to properly protect the finished and partially finished work, the unused materials and uninstalled equipment, including the providing of suitable drainage about the work and erection of temporary structures where necessary. The CONTRACTOR shall not suspend the Work without written direction from the OWNER and shall proceed with the work promptly when notified by the OWNER to resume operations.

5.3.3 NO ADDITIONAL COMPENSATION

No additional compensation shall be paid to the CONTRACTOR for a temporary suspension of the Work by the OWNER or otherwise where same is caused by the fault of the CONTRACTOR. Where such temporary suspension is not due to the fault of the CONTRACTOR, he shall be entitled to:

A. an equitable extension of working time for the completion of the work, not to exceed the delay caused by such temporary suspension, as determined by the OWNER; and

B. the actual and necessary costs of properly protecting the finished and partially finished work, unused materials and uninstalled equipment during the period of the ordered suspension as determined by the OWNER as being beyond the Contract requirements, such costs, if any, to be determined pursuant to the terms of the Contract; and

C. where the CONTRACTOR elects to move equipment from the job site and then return it to the site when the work is ordered resumed, the actual and necessary costs of these moves, in an amount determined by the OWNER pursuant to the terms of the Contract.

5.3.4 USE OF COMPLETED PORTIONS OF WORK

The OWNER may, after written notice to the CONTRACTOR, and without incurring any liability for increased compensation to the CONTRACTOR, take over and use any completed portion of the Work prior to the final completion and acceptance of the entire work included in the Contract, and notwithstanding that the time allowed for final completion has not expired. The OWNER and CONTRACTOR agree that occupancy of portions of the Work by the OWNER shall not in any way evidence the substantial completion of the entire work or signify the OWNER'S acceptance of the Work.

The CONTRACTOR shall not object to, nor interfere in any way with, such occupancy or use after receipt of the OWNER'S written notice. Immediately prior to such occupancy and use, the OWNER shall inspect such portion of the Work to be taken over and shall furnish the CONTRACTOR a written statement of the work, if any, still to be done on such part. The CONTRACTOR shall promptly thereafter complete such unfinished work to permit occupancy and use on the date specified in the OWNER'S written order, unless the OWNER shall permit specific items of work to be finished after the occupancy and use by the OWNER.

In the event the CONTRACTOR is unreasonably delayed by the OWNER exercising its rights under this section, the CONTRACTOR may submit a request for an extension of time; CONTRACTOR'S sole remedy for an unreasonable delay shall be an extension of time and shall not be entitled to any additional compensation.

5.4 COMMENCEMENT; TIME OF COMPLETION; DELAYS; EXTENSION OF TIME; LIQUIDATED DAMAGES

5.4.1 COMMENCEMENT; TIME OF COMPLETION

Contractor shall commence work within ten (10) consecutive calendar days after receiving from County a notice to proceed. Contractor agrees and covenants that the number of consecutive calendar days allowed to complete all work following a notice to proceed shall be as follows:

One hundred twelve (112)

5.4.2. LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE ON TIME

Time is of the essence in the progress and completion of this Contract. For each calendar day that any Work shall remain uncompleted after the time specified in the proposal and the Contract, or the increased time granted by the OWNER, or as equitably increased by additional work or materials ordered after the Contract is signed, the sum per day given in the following schedule, unless otherwise specified in the special provisions, shall be deducted from the monies due the CONTRACTOR:

Two Hundred Forty Dollars and Zero Cents (\$240.00)

The sum of money thus deducted for such delay, failure or noncompletion is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages, per calendar day that the CONTRACTOR shall be in default after the time stipulated in the Contract for completing the Work. The said amounts are fixed and agreed upon by and between OWNER and CONTRACTOR because of the impracticability and extreme difficulty of fixing and ascertaining the actual

damages the OWNER in such event would sustain; and said amounts are agreed to be the amount of damages which the OWNER would sustain and which shall be retained from the monies due, or that may become due, the CONTRACTOR under this Contract; and if said monies be insufficient to cover the amount owing, then the CONTRACTOR or his surety shall pay any additional amounts due.

5.4.3 EXTENTIONS OF TIME

The CONTRACTOR shall be entitled to an extension of working time under this Contract only when claim for such extension is submitted to the OWNER in writing by the CONTRACTOR within seven days from and after the time when any alleged cause of delay shall occur, and then only when such time is approved by the OWNER. In adjusting the Contract working time for the completion of the Project, unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including, acts of God or the public enemy, acts of the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors due to such causes beyond their control shall be taken into consideration.

If the satisfactory execution and completion of the Contract should require work and materials in greater amounts or quantities than those set forth in the Contract, requiring more time for completion than the anticipated time, then the contract working time shall be equitably increased, but not more than in the same proportion as the cost of the additional work bears to the cost of the original work contracted for. No allowances shall be made for delays or suspension of the performance of the Work due to the fault of the CONTRACTOR.

No adjustment to working time shall be made if, concurrently with the equitable cause for delay, there existed a cause for delay due to the fault or negligence of the CONTRACTOR, his agents, employees or subcontractors; and no adjustment shall be made to the Contract Price and the CONTRACTOR shall not be entitled to claim or receive any additional compensation as a result of or arising out of any delay resulting in adjustment to the working time hereunder, including delays caused by the acts or negligence of the OWNER. Notwithstanding any other provision of the Contract Documents, all claims for extension of working time must be submitted in accordance with the provisions of this Contract, and no act of the OWNER shall be deemed a waiver or entitlement of such extension.

5.5 TERMINATION FOR CONVENIENCE OF THE OWNER

5.5.1 NOTICE OF TERMINATION

The performance of the Work under this Contract may be terminated by the OWNER in whole or from time to time in part, in accordance with this section, whenever the OWNER shall determine that such termination is in the best interest

of the OWNER. Any such termination shall be effected by mailing a notice of termination to the CONTRACTOR specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. Receipt of the notice shall be deemed conclusively presumed and established when the letter is placed in the United States Mail by the OWNER. Further, it shall be deemed conclusively presumed and established that such termination is made with just cause as therein stated; and no proof in any claim, demand or suit shall be required of the OWNER regarding such discretionary action.

5.5.2 CONTRACTOR ACTION

After receipt of a notice of termination, and except as otherwise directed by the OWNER or Engineer, the CONTRACTOR shall:

- A. stop work under the Contract on the date and to the extent specified in the notice of termination;
- B. place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion the Work under the Contract as is not terminated;
- C. terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
- D. transfer title to the OWNER and deliver in the manner, at the times, and to the extent, if any, directed by the OWNER or Engineer:
 - 1. the fabricated or unfabricated parts, work in process, completed work, supplies and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the notice of termination; and
 - 2. the completed or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to the OWNER.
- E. complete performance of such part of the work as shall not have been terminated by the notice of termination; and
- F. take such action as may be necessary, or as the Engineer may direct, for the protection and preservation of the property related to its Contract which is in the possession of the CONTRACTOR and in which the OWNER has or may acquire an interest.

At a time not later than 30 days after the termination date specified in the notice of termination, the CONTRACTOR may submit to the OWNER a list, certified as to the quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Engineer. Not later than 15 days thereafter, the OWNER shall accept title to such items and remove them or enter into a storage agreement covering the same, provided that the list submitted shall be subject to verification by

the Engineer upon removal of the items, or, if the items are stored, within 45 days from the date of submission of the list, and provided that any necessary adjustments to correct the list as submitted shall be made prior to final settlement.

5.5.3 TERMINATION CLAIM

Within 60 days after notice of termination, the CONTRACTOR shall submit his termination claim to the Engineer in the form and with the certification prescribed by the OWNER. Unless one or more extensions in writing are granted by the OWNER upon request of the CONTRACTOR, made in writing within such 60-day period or authorized extension thereof, any and all such claims shall be conclusively deemed waived.

5.5.4 AMOUNTS

The CONTRACTOR and OWNER may agree upon the whole or any part of the amount or amounts to be paid to the CONTRACTOR by reason of the total or partial termination of work pursuant hereto, provided that such agreed amount or amounts shall never exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract Price of work not terminated. The contract shall be amended accordingly, and the CONTRACTOR shall be paid the agreed amount. No amount shall be due for lost or anticipated profits. Nothing prescribing the amount to be paid to the CONTRACTOR in the event of failure of the CONTRACTOR and the OWNER to agree upon the whole amount to be paid to the CONTRACTOR by reason of the termination of work pursuant to this section, shall be deemed to limit, restrict or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the CONTRACTOR pursuant to this paragraph.

5.5.5 FAILURE TO AGREE

In the event of the failure of the CONTRACTOR and the OWNER to agree, as provided herein, upon the whole amount to be paid to the CONTRACTOR by reason of the termination of work pursuant to this section, the OWNER shall determine, on the basis of information available to it, the amount, if any, due to the CONTRACTOR by reason of the termination and shall pay to the CONTRACTOR the amounts determined. No amount shall be due for lost or anticipated profits.

5.5.6 DEDUCTIONS

In arriving at the amount due the CONTRACTOR under this section, there shall be deducted (a) all unliquidated advance or other payments on account theretofore made to the CONTRACTOR, applicable to the terminated portion of this contract; (b) any claim which the OWNER may have against the CONTRACTOR in

connection with this Contract; and (c) the agreed price for or the proceeds of sale of any materials, supplies or other things kept by the CONTRACTOR or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the OWNER.

5.5.7 ADJUSTMENT

If the termination hereunder be partial prior to the settlement of the terminated portion of this Contract, the CONTRACTOR may file with the Owner a request in writing for an equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract (the portion not terminated by the notice of termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices; nothing contained herein, however, shall limit the right of the OWNER and the CONTRACTOR to agree upon the amount or amounts to be paid to the CONTRACTOR for the completion of the continued portion of the Contract when said contract does not contain an established contract price for such continued portion.

5.5.8 NO LIMITATION OF RIGHTS

Nothing contained in this section shall limit or alter the rights which the OWNER may have for termination of this Contract under any other provision of this Contract or any other right which OWNER may have for default or breach of contract by CONTRACTOR.

5.6 CONTRACTOR DEFAULT: OWNER'S RIGHT TO SUSPEND WORK AND ANNUL CONTRACT

The Work or any portion of the Work under contract shall be suspended immediately on written order of the OWNER declaring the CONTRACTOR to be in default. A copy of such notice shall be served on the CONTRACTOR'S surety. The contract may be annulled by the OWNER for any good cause or causes, among others of which special reference is made to the following:

- A. failure of the CONTRACTOR to start the work within 10 days from date specified in the written work order issued by the OWNER to begin the work;
- B. evidence that the progress of the work being made by the CONTRACTOR is insufficient to complete the work within the specified working time;
- C. failure of the CONTRACTOR to provide sufficient and proper equipment, materials or construction forces for properly executing the Work;
- D. evidence that the CONTRACTOR has abandoned the Work or discontinuance of the performance of the Work or any part thereof and failure to resume performance within a reasonable time after notice to do so;
- E. evidence that the CONTRACTOR has become insolvent or bankrupt, or otherwise financially unable to carry on the Work;

- F. deliberate failure on the part of the CONTRACTOR to observe any requirements of the specifications or to comply with any orders given by the Engineer as provided for in the specifications;
- G. failure of the CONTRACTOR to promptly make good any defects in materials or workmanship, or any defects of any nature, the correction of which has been directed in writing by the OWNER;
- H. evidence of collusion for the purpose of illegally procuring a contract or perpetrating fraud on the OWNER in the construction of work under contract;
- I. repeated violations of safe working procedures;
- J. the filing by the CONTRACTOR of litigation against the OWNER prior to final completion of the Work. When the Work is suspended for any of the causes itemized above, or for any other cause or causes, the CONTRACTOR shall discontinue the Work or such part thereof as the OWNER shall designate, whereupon the surety may either at its option assume the Contract or that portion thereof which the OWNER has ordered the CONTRACTOR to discontinue and perform the same or, with the written consent of the OWNER, sublet the same, provided, however, that the surety shall exercise its option within two weeks after the written notice to discontinue the work has been served upon the CONTRACTOR and upon the surety or its authorized agents. The surety in such event shall assume the CONTRACTOR'S place in all respects and shall be paid by the OWNER for all work performed by it in accordance with the terms of the Contract, but in no event shall such payments exceed the contract amount, regardless of the cost to the surety to complete the Work.

In the event that the surety assumes the CONTRACTOR'S place, duties and responsibilities in the Contract, all monies remaining due the CONTRACTOR at the time of his default shall thereupon become due and payable to the surety as the work progresses, subject to all terms of the Contract. In case the surety does not, within the hereinabove specified time, exercise its obligation to assume the Contract or that portion thereof which the OWNER has ordered the CONTRACTOR to discontinue, then the OWNER shall have the power to complete by contract or otherwise, as it may determine, the Work herein described or such part thereof as it may deem necessary; and the CONTRACTOR hereto agrees that the OWNER shall have the right to take possession of or use any or all of the materials, plans, tools, equipment, supplies and property of every kind provided by the CONTRACTOR for the purpose of the Work and to procure other tools, equipment and materials for the completion of the same and to charge to the account of the CONTRACTOR the expense of said contract for labor, materials, tools, equipment and expenses incident thereto. The expense so charged shall be deducted by the OWNER out of such monies as may be due or may at any time thereafter become due the CONTRACTOR under and by virtue of the Contract or any part thereof.

The OWNER shall not be required to obtain the lowest bid for the work of completing the Contract, but the expenses to be deducted shall be the actual cost of such work. In case such expense is less than the sum which would have been payable under the contract if the same had been completed by the CONTRACTOR, then in such case the OWNER may pay the

CONTRACTOR the difference in the cost, provided that the CONTRACTOR shall not be entitled to any claim for damages or for loss of anticipated profits.

In case such expense shall exceed the amount which would have been payable under the Contract if the same had been completed by the CONTRACTOR, the CONTRACTOR and his surety shall pay the amount of the excess to the OWNER on notice from the OWNER for excess due including any costs incurred by the OWNER, such as inspection, legal fees and liquidated damages. When any particular part of the Work is being carried out by the OWNER by contract or otherwise under the provisions of this section, the CONTRACTOR shall continue the remainder of the Work in conformity with the terms of the contract and in such manner as not to hinder or interfere with the performance of workmen employed as above provided by the OWNER or surety.

5.7 SUSPENSION BY COURT ORDER AGAINST THE OWNER

The CONTRACTOR shall suspend such part or parts of the Work pursuant to a court order issued against the OWNER and shall not be entitled to additional compensation by virtue of such court order; neither shall the CONTRACTOR be liable to the OWNER in the event the Work is suspended by such court order, unless such suspension is due to the fault or negligence of the CONTRACTOR. A delay of the CONTRACTOR due to a court order against the OWNER, or due to the OWNER'S failure to secure right-of-way at the time required or because of a conflict of a utility with the Work, shall not be cause for additional compensation for damages sustained by the CONTRACTOR, but may be a cause for extension of contract working time only. The CONTRACTOR'S sole remedy for any suspensions of the Work is an equitable extension of time to perform the Work.

5.8 NO WAIVER OF RIGHTS OR ESTOPPEL

The OWNER, or any officer or agent thereof, shall not be precluded at any time, either before or after final completion and acceptance of the Work and final payment therefore from:

A. showing the true and correct amount, classifications, quality and character of the Work done and materials furnished by the CONTRACTOR or any other person under this Contract, or from showing at any time that any determination, return, decision, approval, order, letter, payment or certification is untrue and incorrect or improperly made in any particular, or that the Work or the materials or any parts thereof do not in fact conform to the contract requirements; and (b) demanding the recovery from the CONTRACTOR of any overpayments made to him, or such damages as the OWNER may sustain by reason of the CONTRACTOR'S failure to perform each and every part of this Contract in strict accordance with its terms; or both.

VI. AUTHORITY OF THE ENGINEER

6.1 All work shall be performed in a good and workmanlike manner and to the satisfaction of the Engineer. The Engineer shall decide all questions which arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rate of progress of the work, sequence of the construction, interpretation of the plans and specifications, acceptable fulfillment of the Contract, compensation, mutual rights between contractors under these specifications and suspension of the Work. He shall determine the amount and quality of work performed and materials furnished, and his decisions and estimates shall be final. His estimate in such event shall be a condition precedent to the right of the CONTRACTOR to receive money due him under the Contract.

6.2 OWNER'S REPRESENTATIVES

Where the Contract Documents indicate that determinations, directions or approvals shall be made by the OWNER or "Owner's representatives," this shall mean the OWNER acting directly, or through duly authorized persons acting within the limit of authority delegated to them. Any determination, direction or approval of such authorized representatives shall be subject to review by the OWNER. For purposes of administering the schedule or the payment provisions of this Contract the Engineer may act as the Owner's representative for purposes of approving payments, changes, scheduling, or acceptance of the Work, at the OWNER'S discretion.

6.3 INSPECTIONS OF WORK PROGRESS

The Engineer shall visit the site at during construction of the Project as necessary as the Owner's Representative to verify that the Work is being performed in compliance with the Contract Documents and shall be given total access to the Project by the CONTRACTOR. Site visits or inspections by the Engineer shall in no way relieve the CONTRACTOR of any of its responsibilities or duties pursuant to the Contract Documents. The Engineer will neither have control over, nor be responsible for, the construction means and methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the Work or the Project. The CONTRACTOR shall be sole responsible for, the construction means and methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the Work or the Project.

6.4 CONSTRUCTION STAKES

Engineer will provide the Contractor with primary horizontal and vertical control to consist of one construction baseline and two benchmarks.

The Contractor shall take all necessary precautions to preserve any and/or all markings and staking. Payment for costs of restaking shall be the responsibility of the Contractor.

6.5 APPROVAL OF SUBMITTALS

The Engineer shall review and approve or take other appropriate action the CONTRACTOR's submittals such as Shop Drawings, Product Data and Samples, for the

purpose of checking for conformance with the Contract Documents. The Engineers review of the submittals shall not relieve the CONTRACTOR of any of its obligations to perform the Work in strict compliance with the Contract Documents. The Engineer's review shall not be considered approval of safety precautions, means and methods, techniques, sequences or procedures that are the responsibility of the CONTRACTOR.

VII. CLAIMS OR DISPUTES

7.1 CLAIMS AGAINST OWNER AND ACTION THEREON.

No claim against the OWNER under the Contract or for breach of the Contract or additional compensation for extra or disputed work shall be made or asserted against the OWNER under the Contract or in any court action, unless the CONTRACTOR shall have strictly complied with all requirements relating to the giving of notice and information with respect to such claim as required by the Contract.

7.2 CLAIM AGAINST OFFICERS, EMPLOYEES OR AGENT OF THE OWNER.

No claim whatsoever shall be made by the CONTRACTOR against any, past, present or future, officer, employee or agent of the OWNER for or on account of, anything done or omitted to be done in connection with this Contract.

VIII. MISCELLANEOUS PROVISIONS

8.1 FINANCIAL INTEREST IN ANY CONTRACT BY OWNER'S OFFICERS, EMPLOYEES OR AGENTS

No officer, employee or agent of the OWNER shall have a financial interest, direct or indirect, in any contract with the OWNER or be financially interested, directly or indirectly, in the sale to the OWNER of any land, materials, supplies or services, except on behalf of the OWNER as an officer or employee. Any willful violation of this article shall constitute malfeasance in office, and any officer or employee guilty thereof shall thereby forfeit his office or position. Any violation of this article with the knowledge, expressed or implied, of the persons, partnership, company, firm, association or corporation contracting with the OWNER shall render the contract involved voidable by the OWNER.

8.2 SERVICE OF NOTICES

The OWNER and the CONTRACTOR shall each designate addresses where all notices, directions or other communication may be delivered or to which they may be mailed.

Notices to the surety or sureties on contract bonds shall be directed or delivered to the home office, or to the agent or agents who executed the bonds on behalf of the surety or sureties, or to their designated agent for delivery of notices.

Actual delivery of any such notice, direction or communication to the aforesaid places or depositing it in a postpaid wrapper addressed thereto in any post office regularly maintained by the United States Postal Service shall be conclusively deemed to be sufficient service thereof upon the above persons as of the date of such delivery or deposit.

The designated addresses may be changed at any time by an instrument in writing executed by the party changing the addresses and delivered to the other party.

Nothing herein contained shall, however, be deemed to preclude or tender inoperative the service of any notice, direction or communication upon the above parties personally or, if the CONTRACTOR be a corporation, upon any officer or director thereof.

8.3 UNLAWFUL PROVISIONS DEEMED STRICKEN

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

8.4 ALL LEGAL PROVISIONS INCLUDED

It is the intent and agreement of the parties to this contract that all legal provisions of law required to be inserted herein shall be and are inserted herein. If through mistake or oversight, however, any such provision is not herein inserted, or is not inserted in proper form, then upon application of either party, the contract shall be amended so as to strictly comply with the law and without prejudice to the rights of either party hereunder.

8.5 ASSIGNMENTS

The CONTRACTOR shall not assign, transfer, convey or otherwise dispose of this contract, or his right to execute it, or his right, title or interest in it or any part thereof without the previous written consent of the surety company and the written approval of the OWNER.

The CONTRACTOR shall not assign, either legally or equitably, by power of attorney or otherwise, any of the monies due or to become due under this Contract or its claim thereto without the prior written consent of the surety company and the written approval of the OWNER.

The approval of the OWNER of a particular assignment, transfer or conveyance shall not dispense with such approval to any further or other assignments.

The approval by the OWNER of any assignment, transfer or conveyance shall not operate to release the CONTRACTOR or surety hereunder from any of the Contract and bond obligations, and the CONTRACTOR shall be and remain fully responsible and liable for

the defaults, negligent acts and omissions of his assignees, their agents and employees, as if they were his own.

8.6 STATE AND LOCAL SALES AND USE TAXES

The OWNER qualifies for exemption from the state and local sales and use taxes, pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise and Use Tax Act. Therefore, the CONTRACTOR shall not pay such taxes which would otherwise be payable in connection with the performance of this Contract.

The CONTRACTOR shall issue an exemption certificate in lieu of the tax on the purchase, rental or lease of:

- A. all materials, supplies, equipment and other tangible personal property incorporated into the real property being improved; and
- B. all materials, supplies, equipment and other tangible personal property used or consumed by the CONTRACTOR in performing the Contract with the OWNER. Materials and supplies “used in the performance of a contract” include only those materials actually incorporated into the property being improved and those supplies directly used to incorporate such materials into the property being improved. Overhead supplies and supplies used indirectly or only incidental to the performance of the Contract with the OWNER are not included in the exemption.

Under “reasons said purchaser is claiming this exemption” in the exemption certificate, the CONTRACTOR must name the OWNER and the project for which the equipment, material and supplies are being purchased, leased or rented.

8.7 VENUE AND GOVERNING LAW

The parties agree that the laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Construction Agreement, and that the exclusive venue for any legal proceeding involving this Construction Agreement shall be in Collin County, Texas.

8.8 NO WAIVER OF LEGAL RIGHTS

Inspection by the Engineer, or OWNER; any order, measurement, quantity or certificate by the Engineer; any order by the OWNER for payment of money; any payment for or acceptance of any work; or any extension of time or any possession taken by the OWNER shall not operate as a waiver of any provisions of the contract or any power therein reserved to the OWNER of any rights or damages therein provided. Any waiver of any breach of contract shall not be held to be a waiver of any other or subsequent breach. The OWNER reserves the right to correct any error that may be discovered in any estimate that may have been paid and to adjust the same to meet the requirements of the Contract Documents. The OWNER reserves the right to recover by process of law sums as may be sufficient to

correct any error or make good any deficiency in the Work resulting from such error, dishonesty or collusion by the CONTRACTOR or his agents, discovered in the Work after the final payment has been made.

Neither final acceptance of the Work, nor final payment shall relieve the CONTRACTOR of responsibility for faulty materials or workmanship, and the CONTRACTOR shall promptly remedy any defects due thereto and pay for any damage to other work resulting therefrom. Likewise, neither final acceptance nor final payment, nor partial or entire use or occupancy of the work by the OWNER shall constitute acceptance of work not done in accordance with the Contract Documents or relieve CONTRACTOR of liability with respect to any expressed or implied warranties or responsibility for faulty materials or workmanship, whether same be patently or latently defective.

8.9 OBLIGATION TO PERFORM FUNCTIONS

Any failure or neglect on the part of OWNER, Engineer or inspectors to enforce provisions herein dealing with supervision, control, inspection, testing or acceptance and approval of the work shall never operate to relieve CONTRACTOR from full compliance with the Contract Documents nor render OWNER liable to CONTRACTOR for money damages, extensions of time or increased compensation of any kind.

8.10 SUCCESSORS AND ASSIGNS

Subject to the limitations upon assignment and transfer herein contained, this contract shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

8.11 HEADINGS

The title and headings contained in the Contract Documents and the subject organization are used only to facilitate reference, and in no way define or limit the scope of intent of any of the provisions of this Contract.

8.12 ENTIRE AGREEMENT; AMENDMENTS; BINDING EFFECT

This Construction Agreement, including the Contract Documents and all the documents incorporated therein represents the entire and integrated agreement between the OWNER, Collin County, and the CONTRACTOR, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Construction Agreement may be amended only by written instrument signed by both, the OWNER, Collin County, and the CONTRACTOR.

8.13 INTERPRETATION

Although this Agreement is drafted by the OWNER, Collin County, should any part be in dispute, the parties agree that this Construction Agreement shall not be construed more favorable for either party. No rule of construction requiring that ambiguities in this Contract shall be construed more favorably for either party shall apply.

IN WITNESS WHEREOF, the parties have executed this Construction Agreement upon the year and date indicated beneath their signatures hereto.

CONTRACTOR:

APS Fireco Dallas-Ft. Worth, LLC

By: _____

Date: _____

ATTEST:

Secretary

COLLIN COUNTY, TEXAS:

By: _____
Michalyn Rains, CPPO, CPPB, Purchasing Agent

Date: _____

Collin County Commissioners' Court Order No.

ATTEST:

Secretary

APPROVED AS TO FORM:

ACKNOWLEDGMENTS

STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, _____ on this day personally appeared _____, of _____, a _____ corporation, known to me (or proved to me on the oath of) _____ or through _____ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of the corporation, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ___ day of _____, 2016

Notary Public, State of Texas

Printed Name

My Commission expires on the ____ day of _____, _____.

STATE OF TEXAS §

COUNTY OF COLLIN §

BEFORE ME, _____ on this day personally appeared _____, Purchasing Agent of COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas, known to me (or proved to me on the oath of) _____ or through _____ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of COLLIN COUNTY, TEXAS, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the _____ day of _____, 2016.

Notary Public, State of Texas

Printed Name

My Commission expires on the ____ day of _____, _____.

AI-41363

4. e. 1.

Commissioners Court

Meeting Date: 04/04/2016

Assignment & Assumption, Lease 2010 Redbud, Elections

Submitted By: Sara Hoglund

Department: Purchasing

Request Type: CONSENT

Agenda Area: Agreement

Information

Department Action

Commissioners' Court consideration and any action regarding approval of Assignment and Assumption Agreement for Lease, Building 2010 Redbud, Elections Agreement No. 01322-09 to from Paella Industrial Partners L.P. to Megillah Reality (Redbud McKinney) ADA Compliant L.P. and authorize Purchasing Agent to execute same.

Purchasing Department Action

Commissioners' Court consideration and any action regarding approval of Assignment and Assumption Agreement for Lease, Building 2010 Redbud, Elections, Agreement No. 01322-09 to from Paella Industrial Partners L.P. to Megillah Reality (Redbud McKinney) ADA Compliant L.P. and authorize Purchasing Agent to execute same.

HR and/or IT Action

Budget Department Action

Assignment & Assumption Agreement for lease to Megillah Reality (Redbud McKinney) ADA Compliant L.P. Budgeted funds available.
001 - General Fund

Auditor's Office Action

Funds available in the General Fund.

Commissioners Court

Consent to Assignment and Assumption for Lease, Building 2010 Redbud, Elections (Agreement No. 01322-09) to change the name from Paella Industrial Partners L.P. to Megillah Realty (Redbud McKinney) ADA Compliant L.P. and further authorize the Purchasing Agent to finalize and execute same, Purchasing.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Adjustment:

Amount Available: \$20,182

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1: 001-4039-560.80-05

Fund Transfers

Remarks:

Attachments

Draft Court Order

Assignment and Assumption

Back Up

Form 1295

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: Consent to Assignment and Assumption, Lease, Building 2010 Redbud, Elections – Purchasing

On **April 4, 2016**, the Commissioners Court of Collin County, Texas, met in **regular session** with the following members present and participating, to wit:

**Keith Self
Susan Fletcher
Cheryl Williams
Chris Hill
Duncan Webb**

**County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4**

During such session the court considered a request for approval of Consent to Assignment and Assumption for Lease, Building 2010 Redbud, Elections (Agreement No. 01322-09).

Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval of Consent to Assignment and Assumption for Lease, Building 2010 Redbud, Elections (Agreement No. 01322-09) to change the name from Paella Industrial Partners L.P. to Megillah Realty (Redbud McKinney) ADA Compliant L.P. and further authorize the Purchasing Agent to finalize and execute same. Same is hereby approved in accordance with the attached documentation.

Keith Self, County Judge

Susan Fletcher, Commissioner, Pct. 1

Cheryl Williams, Commissioner, Pct. 2

Chris Hill, Commissioner, Pct. 3

Duncan Webb, Commissioner, Pct. 4

ATTEST:

**Stacey Kemp, Ex-Officio Clerk
Commissioners Court
Collin County, T E X A S**

**Consent to
Assignment and Assumption of
COLLIN COUNTY CONTRACTS**

This Assignment and Assumption of various contracts and purchase orders (the "Assignment"), is entered into and by and between COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas (the "County"), Paella Industrial Partners L.P., a corporation authorized to do business in the State of Texas (the "Assignor"), and Magillah Realty (Redbud McKinney) ADA Compliant L.P., a corporation authorized to do business in the State of Texas (the "Assignee").

WITNESSETH:

WHEREAS, The County and Assignor entered into Lease, Building, 2010 Redbud Drive, Elections, Agreement 01322-09 ("the Contract"); and

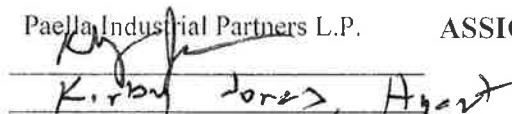
WHEREAS, Assignor desires to assign, transfer, set over, convey and deliver to Assignee the Contracts upon the terms set forth herein; and

WHEREAS, Assignor and Assignee desires that the County consent to this assignment between Assignor and Assignee.

NOW, THEREFORE, for and in consideration of the representations, agreements and promises herein set forth, the undersigned parties agree as follows:

1. To the extent required, the County hereby consents to the assignment of the Contracts by Assignor to Assignee.
2. The County's consent to this assignment and assumption in no way releases Assignor from its obligations under the Contracts.
3. All terms and provisions of the Contracts shall be and remain in full force and effect as therein written, except as otherwise expressly provided herein.
4. By acceptance hereof, Assignee agrees to assume and become obligated to keep, fulfill, observe, perform and discharge each and every covenant, duty, debt and obligation that may accrue and become performable from and after the date hereof by Assignor under the terms, provisions and conditions of the Contracts.
5. This Assignment is binding upon and shall inure to the benefit of the Parties hereto and their respective authorized agents and representatives, and successors.
6. This assignment may be executed in any manner of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
7. This Assignment is governed by the laws of the State of Texas; and venue for any action shall be in the Collin County, Texas.

ASSIGNOR: Paella Industrial Partners L.P.



Kirby Jones, Agent
(Print Name and Title)

ASSIGNEE: Magillah Realty (Redbud McKinney) ADA Compliant L.P.



Shonda HCA
(Print Name and Title)

COLLIN COUNTY, TX:

Michalyn Rains, CPPO, CPPB, Purchasing Agent

COURT ORDER NO.:

**MEGILLAH REALTY (REDBUD MCKINNEY) ADA
COMPLIANT LIMITED PARTNERSHIP**

*17304 Preston Road, Suite 550
Dallas, Texas 75252*

Collin County Texas
2010 Redbud Blvd., Suite 102
McKinney, TX 75069

RE: New Managing Office for
McKinney Central Business Park (2010 Redbud Blvd., McKinney, Texas)

Dear Valued Tenants:

Please accept this letter as notification that effective March 15, 2016, *MEGILLAH REALTY (REDBUD MCKINNEY) ADA COMPLIANT LIMITED PARTNERSHIP*, is the new Owner and Managing Agent and I would like to formally introduce our team.

In addition to the contact information attached, there are additional items of importance that we would like to notify you of:

RENT PAYMENTS:

Please send your rent payments to *MEGILLAH REALTY (REDBUD MCKINNEY) ADA COMPLIANT LIMITED PARTNERSHIP*, all rental and/or CAM payments should be made payable to: *MEGILLAH REALTY (REDBUD MCKINNY) ADA COMPLIANT LIMITED PARTNERSHIP*

If paying by check, money order or other instrument, please mail such items to the following address:

MEGILLAH REALTY (REDBUD MCKINNEY) ADA COMPLIANT LIMITED PARTNERSHIP
17304 Preston Road, Suite 550
Dallas, TX 75252

CERTIFICATES OF INSURANCE:

Pursuant to your lease agreement, you are required to provide a certificate of insurance, including the endorsement page, listing the owners and property management company as "Additional Insured". Please be sure they are listed EXACTLY as it reads below:

***MEGILLAH REALTY (REDBUD MCKINNEY) ADA COMPLIANT
LIMITED PARTNERSHIP***
4444 Ste Catherine West, Suite 100
Westmount, Quebec, Canada, H3Z 1R2

AND

RECEIVED
COUNTY AUDITOR
16 MAR 17 AM 10:17

**MEGILLAH REALTY (REDBUD MCKINNEY) ADA COMPLIANT
LIMITED PARTNERSHIP**

17304 Preston Road, Suite 550
Dallas, TX 75252

Please complete and return the Tenant Information Form that is attached.

Please do not hesitate to contact our office if you have any questions.

Sincerely,



Rhonda McFarlane
Vice President of Operations SW Region

RECEIVED
COUNTY AUDITOR
16 MAR 17 AM 10:17

**OWNER & MANAGEMENT CONTACT INFORMATION
FOR MCKINNEY CENTRAL BUSINESS PARK**

Corporate Office of Owner/Landlord:

MEGILLAH REALTY ADA COMPLIANT LIMITED PARTNERSHIP

Tel: 1-972-733-6954
Fax: 1-972-733-6950

Off Site Operations / Management Team:

Office:

17304 Preston Road
Suite 550
Dallas, Texas 75252

Main: 972-733-6954
Fax: 972-733-6950

Rhonda McFarlane, Vice President of Operations SW Region – Direct: 972-733-6959 ,
CP: 214-243-9893 E-mail address: rmcfarelane@dalfen.com

Joanne Spytkowski, Property Assistant – Office: 972-733-6954, Direct: 972-733-6960,
CP: 214-734-1602 E-mail address: jspytkowski@dalfen.com

Bart Pack, Chief Building Engineer – CP: 972-733-9892, E-mail address
dominionengineer@gmail.com

Building After-hours Emergency:

Bart Pack, Chief Building Engineer – CP1: 214-243-9892 or CP2: 469-261-9125

**Rhonda McFarlane, Vice President of Operations SW Region – CP1: 214-243-9893
or CP2: 972-965-8801**

Joanne Spytkowski, Property Assistant – CP1: 214-734-1602 or CP2: 214-837-8126

RECEIVED
COUNTY AUDITOR
16 MAR 17 AM 10:17

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Megillah Realty (Redbud McKinney)
Dallas, TX United States

Certificate Number:
2016-27965

Date Filed:
03/18/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Collin County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

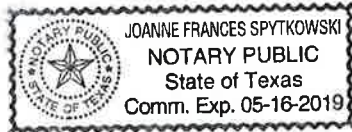
01322-09
Lease, Building, 2010 Redbud Drive

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
| | McFarlane, Rhonda | Dallas, TX United States | X | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Rhonda McFarlane

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Rhonda McFarlane, this the 21ST day of March, 2016, to certify which, witness my hand and seal of office.

Joanne Frances Spytkowski
Signature of officer administering oath

Joanne Frances Spytkowski
Printed name of officer administering oath

Joanne Frances Spytkowski Notary Public
Title of officer administering oath

AI-41365

4. e. 2.

Commissioners Court

Meeting Date: 04/04/2016

Assignment and Assumption for Agreement 2015-024 Paramedic Ambulance Service

Submitted By: Geraldine Osinaike

Department: Purchasing

Request Type: CONSENT

Agenda Area: Agreement

Information

Department Action

Commissioners' Court consideration and any action regarding approval of the letter to comply with the Texas Health and Safety Code section 773.0573 and Assignment and Assumption for agreement No. 2015-024, Paramedic Ambulance Service SE Coalition to change name East Texas Medical Center Emergency Medical Service to ETMC EMS a not-for-profit corporation and authorize County Judge to execute same. go

Purchasing Department Action

Commissioners' Court consideration and any action regarding approval of 1) Assignment and Assumption for agreement No. 2015-024, Paramedic Ambulance Service SE Coalition to change name from East Texas Medical Center Emergency Medical Service to ETMC EMS a not-for-profit corporation and 2) approve letter from County Judge to comply with the Texas Health and Safety Code section 773.0573 and authorize County Judge to execute same. go

HR and/or IT Action

Budget Department Action

No action by Budget.

Auditor's Office Action

No action required by Auditor.

Commissioners Court

Consent to Assignment and Assumption for Paramedic Ambulance Service SE Coalition (Agreement No. 2015-024) to change the name from East Texas Medical Center Emergency Medical Service to ETMC EMS (a not-for-profit corporation) and approve a letter from the County Judge to comply with the Texas Health and Safety Code Section 773.0573, Purchasing.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Adjustment:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Remarks:

Attachments

Draft Court Order

Assignment & Assumption

Letter

Form 1295

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: Consent to Assignment and Assumption, Paramedic Ambulance Service SE Coalition – Purchasing

On **April 4, 2016**, the Commissioners Court of Collin County, Texas, met in **regular session** with the following members present and participating, to wit:

**Keith Self
Susan Fletcher
Cheryl Williams
Chris Hill
Duncan Webb**

**County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4**

During such session the court considered a request for approval of Consent to Assignment and Assumption for Paramedic Ambulance Service SE Coalition (Agreement No. 2015-024).

Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval of Consent to Assignment and Assumption for Paramedic Ambulance Service SE Coalition (Agreement No. 2015-024) to change the name from East Texas Medical Center Emergency Medical Service to ETMC EMS (a not-for-profit corporation) and approve a letter from the County Judge to comply with the Texas Health and Safety Code Section 773.0573. Same is hereby approved in accordance with the attached documentation.

Keith Self, County Judge

Susan Fletcher, Commissioner, Pct. 1

Cheryl Williams, Commissioner, Pct. 2

Chris Hill, Commissioner, Pct. 3

Duncan Webb, Commissioner, Pct. 4

ATTEST:

**Stacey Kemp, Ex-Officio Clerk
Commissioners Court
Collin County, T E X A S**

**Consent to
Assignment and Assumption of
COLLIN COUNTY CONTRACTS**

This Assignment and Assumption of various contracts and purchase orders (the "Assignment"), is entered into and by and between COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas (the "County"), East Texas Medical Center Emergency Medical Service, a not-for profit corporation authorized to do business in the State of Texas (the "Assignor"), and ETMC EMS, a not-for profit corporation authorized to do business in the State of Texas (the "Assignee").

WITNESSETH:

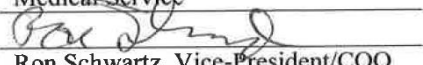
WHEREAS, The County and Assignor entered into Paramedic Ambulance Services ("the Contract" or "the Contracts"); and

WHEREAS, Assignor desires to assign, transfer, set over, convey and deliver to Assignee the Contracts upon the terms set forth herein; and

WHEREAS, Assignor and Assignee desires that the County consent to this assignment between Assignor and Assignee.

NOW, THEREFORE, for and in consideration of the representations, agreements and promises herein set forth, the undersigned parties agree as follows:

1. To the extent required, the County hereby consents to the assignment of the Contracts by Assignor to Assignee.
2. The County's consent to this assignment and assumption in no way releases Assignor from its obligations under the Contracts.
3. All terms and provisions of the Contracts shall be and remain in full force and effect as therein written, except as otherwise expressly provided herein.
4. By acceptance hereof, Assignee agrees to assume and become obligated to keep, fulfill, observe, perform and discharge each and every covenant, duty, debt and obligation that may accrue and become performable from and after the date hereof by Assignor under the terms, provisions and conditions of the Contracts.
5. This Assignment is binding upon and shall inure to the benefit of the Parties hereto and their respective authorized agents and representatives, and successors.
6. This assignment may be executed in any manner of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
7. This Assignment is governed by the laws of the State of Texas; and venue for any action shall be in the Collin County, Texas.

ASSIGNOR: East Texas Medical Center Emergency
Medical Service

Ron Schwartz, Vice-President/COO

ASSIGNEE: ETMC EMS

Ron Schwartz, Vice-President/COO

COLLIN COUNTY, TX: _____
Keith Self, County Judge

COURT ORDER NO.: _____



COLLIN COUNTY

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

April 4, 2016

Ron Schwartz, Vice-President/COO
ETMC EMS
352 S. Glenwood
Tyler, Texas 75702

RE: Letter of Approval

Dear Mr. Schwartz,

This will serve as Collin County's letter of approval as required by Texas Health and Safety Code Section 773.0573 that upon completion of the transfer of substantially all of the assets from East Texas Medical Center, d/b/a East Texas Medical Center Emergency Medical Service to ETMC EMS.

ETMC EMS will be the provider of emergency medical services for the unincorporated sections of Collin County as described in the Paramedic Ambulance Services agreement including Parker, Wylie, St. Paul, Collin County and Lavon referred to as the "Coalition".

Sincerely,

Keith Self
County Judge

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

ETMC EMS
Tyler, TX United States

Certificate Number:
2016-28749

Date Filed:
03/21/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Collin County

Date Acknowledged:


3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

2015-024
Ambulance Services

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

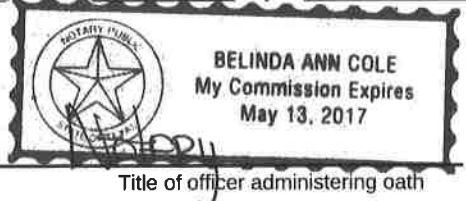
Sworn to and subscribed before me, by the said RON SCHWARTZ, this the 21 day of MAR.
2016, to certify which, witness my hand and seal of office.



Signature of officer administering oath

BELINDA A. COLE

Printed name of officer administering oath



AI-41355

4. f. 1.

Commissioners Court

Meeting Date: 04/04/2016

City of Lucas Contract - Amendment No. 2 - Court Order No. 2013-613-08-19

Submitted By: Susan Hayes

Department: Sheriff's Office

Request Type: CONSENT

Agenda Area: Amendment

Information

Department Action

This amendment on the City of Lucas Contract is to change the Operating and maintenance cost to \$3,100.00 and the Deputy Salary to \$87,108.00 for a total of \$90,208.00 for year three (3), commencing October 1, 2015 through and including September 30, 2016.

Purchasing Department Action

Request Commissioners' Court consideration and any action regarding Contract Amendment No. 2 for Law Enforcement Services with the City of Lucas (2015-149) approving amount to be paid by City of Lucas the amount of \$90,208 for year three (3) and further allow Purchasing Agent to execute document. jt

HR and/or IT Action

Budget Department Action

Amendment to the City of Lucas contract to increase the M&O cost to \$3,100 and the Deputy salary to \$87,108 for a total of \$90,208 for the period of October 1, 2015 to September 30, 2016.

001 - General Fund

Auditor's Office Action

Funds available in the General Fund.

Commissioners Court

No. 2 to Law Enforcement Services for the City of Lucas (AGR No. 2015-149) for a total reimbursement cost for year three (3) in the amount of \$90,208, commencing October 1, 2015 through and including September 30, 2016 and further authorize the Purchasing Agent to finalize and execute same, Sheriff.

Budget Information

Information about available funds

Budgeted: Funds Available: Adjustment: Amount Available: 90,208.00
Unbudgeted: Funds NOT Available: Amendment:

Account Code(s) for Available Funds

1: General Fund

Fund Transfers

Remarks:

Attachments

Draft Court Order

Memo

Amendment No. 2

Agreement

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: Amendment No. 2, Law Enforcement Services, City of Lucas – Sheriff

On **April 4, 2016**, the Commissioners Court of Collin County, Texas, met in **regular session** with the following members present and participating, to wit:

**Keith Self
Susan Fletcher
Cheryl Williams
Chris Hill
Duncan Webb**

**County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4**

During such session the court considered the request for approval of Amendment No. 2 to Law Enforcement Services with the City of Lucas (AGR No. 2015-149).

Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval of Amendment No. 2 to Law Enforcement Services with the City of Lucas (AGR No. 2015-149) for a total reimbursement cost for year three (3) in the amount of \$90,208, commencing October 1, 2015 through and including September 30, 2016 and further authorize the Purchasing Agent to finalize and execute same. Same is hereby approved as per the attached documentation.

Keith Self, County Judge

Susan Fletcher, Commissioner, Pct. 1

Cheryl Williams, Commissioner, Pct. 2

Chris Hill, Commissioner, Pct. 3

Duncan Webb, Commissioner, Pct. 4

ATTEST:

**Stacey Kemp, Ex-Officio Clerk
Commissioners' Court
Collin County, T E X A S**




COLLIN COUNTY

Terry G. Box, Sheriff

OFFICE OF THE SHERIFF
4300 Community Avenue
McKinney, TX 75071

MEMORANDUM

DATE: March 17, 2016
TO: Commissioner's Court
FROM: Sheriff Terry Box 
RE: Amendment Two (2) to City of Lucas Contract, Court Order 2013-613-08-19

This amendment on the City of Lucas Contract is to change the Operating and Maintenance cost to \$3,100.00 and the Deputy Salary to \$87,108.00 for a total of \$90,208.00 for year three (3), commencing October 1, 2015 through and including September 30, 2016.



Contract Amendment Two (2)

Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75071
972-548-4165

Vendor: City of Lucas Effective Date: 1-Oct-15
City Manager Contract No. AGR: 2015-149
665 Country Club Road
Lucas, Texas 75002 Contract LAW ENFORCEMENT SERVICES
FOR THE CITY OF LUCAS

Awarded by Court Order No.: 2013-613-08-19
Contract Amendment Court Order No.1 2015-255-05-11
Contract Amendment Court Order No.2 _____

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGE TO THIS CONTRACT

In accordance with Exhibit "B" Item 3:
Total Reimbursement cost for year (3), commencing October 1, 2015 through and including September 30, 2016 shall be:

Operating and Maintenance: \$3,100.00
Deputy Salary: \$87,108.00
TOTAL: \$90,208.00

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

ACCEPTED BY:
Joni Clarke (Print Name)

City of Lucas
City Manager
665 Country Club Road
Lucas, Texas 75002

SIGNATURE
TITLE: City Manager
DATE: 2/18/16

ACCEPTED AND AUTHORIZED BY
AUTHORITY OF COLLIN COUNTY
COMMISSIONERS' COURT

Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, Texas 75071

Michalyn Rains, CPPO, CPPB
Purchasing Agent
DATE: _____

STATE OF TEXAS

COUNTY OF COLLIN

INTERLOCAL COOPERATION AGREEMENT FOR LAW ENFORCEMENT SERVICES

This Interlocal Cooperation Agreement for Law Enforcement Services (hereinafter referred to as the "Agreement") is made by and between Collin County (hereinafter referred to as "County"), and the City of Lucas, a municipal corporation (hereinafter referred to as "City").

WHEREAS, City desires to contract with County for law enforcement services to be provided by the Collin County Sheriff's Office ("Sheriff's Office"), as specified herein; and

WHEREAS, County is willing to provide such services subject to and in accordance with this Agreement, and

WHEREAS, City and County mutually desire to be subject to the provisions of the Interlocal Cooperation Act of the V.T.C.A. Government Code, 791; and

NOW THEREFORE, City and County, for the mutual consideration hereinafter stated, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. TERM. This Agreement is effective as of October 1, 2013 (the "Effective Date"), and will continue for a period of four (4) years from the Effective Date

13 AUG - 7 AM 9:44
RECEIVED
PURCHASING AGENT
1

2. COUNTY'S OBLIGATIONS.

2.1 County will, through the Sheriff's Office, provide City with law enforcement services to the same extent provided to County and in accordance with the Sheriff's Office policies and procedures and local, state and federal law. Such law enforcement services include generalized preventive patrol, answering calls for police assistance, investigations, traffic control and enforcement, and any other service generally related to law enforcement and the protection of the citizens of City.

2.2 The planning, organizing, assignment, allocation, direction and supervision of County law enforcement personnel under this Agreement will be determined by County. The rendition of service, the standard of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed will be the responsibility of County.

2.3 County will give prompt consideration to all requests from City received through the Liaison Officer or the Sheriff's Office's communications division ("Dispatch") regarding the delivery of law enforcement services under this Agreement. County will make every effort to comply with these requests to the extent such requests are: (1) consistent with the terms of this Agreement; (2) consistent with the policies and procedures of the Sheriff's Office; and (3) consistent with local, state and federal law.

2.4 The Sheriff's Office will submit written reports of any and all activity within the City; to the extent such reports are consistent with the policies and procedures of the Sheriff's Office, by the 15th day of each calendar month for the services provided during the immediately preceding month.

2.5 During the term of this Agreement, the County will provide a patrol vehicle to City ("Patrol Vehicle"), the maintenance and insurance of which will be the sole responsibility of the County.

2.6 Patrol vehicle used under this agreement shall be replaced either, (whichever occurs first):

a. whenever the vehicle is deemed by County to be in need of replacement based upon County's standard vehicle replacement schedule; or,

b. at the end of the four (4) year term of agreement.

In any instance, the City agrees to bear the replacement cost of any vehicle that is taken out of service and replaced. It is agreed between the City and County that the City, at the termination of this agreement, would have reimbursed the county for all expenses associated with the agreed service. Reimbursement will have been as follows: \$45,300.00 for cost of vehicle less police equipment and accessories, \$7,000.00 for operating and maintenance, and \$77,827.00 for deputy salary in the first year, October 1, 2013 through and including September 30, 2014. Successive years' reimbursement amounts shall be negotiated and mutually agreed by both parties.

Accordingly, at the agreement end term, the City, having reimbursed/paid the county the full cost of the vehicle, then the City may claim possession of the paid vehicle and shall cover any associated costs for administrative and transfer fees. This agreement complies with Government Code 791 and Local Government Code 263.152.

2.7 County will designate the Major of Operations of the Sheriff's Office to act on behalf of County as "Liaison Officer" to City. The Liaison Officer will act on behalf of the County on matters concerning the delivery of law enforcement services to City pursuant to this Agreement. City will observe and utilize the Liaison Officer as the proper contact official and agent for County regarding this Agreement. The Liaison Officer will devote sufficient time and attention to the execution of said duties on behalf of County and will provide immediate and direct supervision of the employees, agents, contractors, sub-contractors, and/or laborers, if any, in furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of Collin County and City.

2.8 County will provide law enforcement services under this Agreement during the days and times set forth in Exhibit "A", attached hereto and incorporated herein by reference. During times not specified in the attached Exhibit "A", County will continue to provide law enforcement services at the level currently provided and comparable to that provided to other populated unincorporated areas of the County. During the times therein specified, County shall provide one (1) duly sworn uniformed peace officer who shall devote full time and attention to the provision of law enforcement services for City.

3. CITY'S OBLIGATIONS.

3.1 Year one (1), October 1, 2013 through and including September 30, 2014, City will pay to County the sum specified in Exhibit "B", which shall be paid in four equal, quarterly installments beginning on October 1, 2013.

Deputy salary, purchase cost of the vehicle, less police equipment and accessories, and annual maintenance and operations costs (Fuel & Maintenance) of \$7,000.00 are included in arriving at the total amount to be paid by the City. Successive years' reimbursement amount to be paid by City, shall be negotiated and mutually agreed upon by both parties in writing prior to October 1 of each year per Exhibit "B" and shall be paid in four equal, quarterly installments beginning October 1 of each year. During the term of this agreement, in the event the annual maintenance and operational costs exceed the agreed upon amount by more than 10% for that year period, the City shall reimburse County in full for these additional charges. County shall provide documentation, upon request for these additional costs.

3.2 City shall obtain a written opinion from competent legal counsel regarding legality and status of each of the ordinances of City. City shall provide to County on or before October 1, 2013, a copy of the opinion of counsel, as necessary.

3.3 Any Class C misdemeanor violations occurring in City's corporate or territorial limits will be, to the extent allowed by law, filed in and handled by the Municipal Court of City. City shall have the sole and exclusive right to any and all court costs, fines and fees generated by any enforcement action (including, but not limited to, court fines and fees, forfeitures, and costs) to the extent allowed by law.

3.4 The City Manager of the City of Lucas will serve as Liaison to act on behalf of City, and to serve as "Liaison Officer" for City. The Liaison Officer will devote sufficient time and attention to the execution of said

duties on behalf of City and will provide immediate and direct supervision of city employees, agent's contractors, and/or laborers, if any, in the furtherance of the purpose, terms and conditions of this Agreement for the mutual benefit of County and City.

3.5 City will continuously provide County with accurate and current maps of the territorial limits and extraterritorial jurisdiction of City.

3.6 City shall provide County a non-exclusive or exclusive office space for use by Sheriff's Office personnel performing law enforcement services pursuant to this Agreement. Such space shall contain a computer with word processing and internet capabilities, and will be utilized for administrative tasks, including, but not limited to, writing reports, making or returning phone calls and other tasks related to the obligations hereunder.

3.7 City shall provide and maintain a secure location wherein the Patrol Vehicle may be stored when not in use as contemplated by this Agreement or the Patrol vehicle shall be stored as determined by Sheriff's Office when not in use.

4. SUSPENSION OF SERVICES.

4.1 If City fails to make a payment to the County as required in Section 3.1 within thirty (30) days after the due date, the County, at its discretion, may suspend service until payment is received or may terminate this Agreement pursuant to Section 5.

4.2 If it becomes necessary for County to suspend services to City for non-payment of any monies required hereunder or for any other cause whatsoever, County will notify the City Liaison Officer by telephone and in writing of the date service will be suspended.

4.3 If the services provided by County are suspended and are not resumed within fifteen (15) days of the date of suspension, the suspension shall be considered a termination.

5. TERMINATION.

5.1 This Agreement may be terminated at any time with or without cause by either party by giving ninety (90) days written notice to the other.

5.2 City may terminate this Agreement immediately upon a breach of this Agreement by County.

5.3 County may terminate this Agreement immediately upon a breach of this Agreement by City.

5.4 In the event this Agreement is terminated by either party for any reason. County shall receive any payments due and owing under this Agreement on a pro rata basis, together with any reimbursable expenses then due and as authorized by this Agreement. Additionally, in the event this Agreement is terminated prior to expiration date, the Patrol Vehicle and all related equipment shall be returned immediately to County, and City forfeits any claim to vehicle.

6. RECOURSE. City's sole recourse for failure of County to furnish law enforcement services under this Agreement or any other breach by County will

be the right to make a proportionate reduction in the fee owed to County under this Agreement. The proportionate reduction will be determined by mutual agreement of the parties.

7. LIABILITY. This Agreement is made for the express purpose of County providing law enforcement services to City. Both parties acknowledge and agree that the provision of law enforcement services is a governmental function. In no event shall any provision of this Agreement be construed as a waiver of City's or County's sovereign immunity.

To the extent allowed by law, County shall indemnify, hold harmless and defend City from and against any and all demands, claims, causes of action, damages, losses and liabilities that arise directly or indirectly from County's performance of the terms of this Agreement to the extent such performance relates to or arises from (1) the enforcement of the laws of the State of Texas or Collin County or (2) any act in furtherance of a policy or procedure promulgated by County; provided, County shall not indemnify City for its own negligence, gross negligence or willful conduct or that of City's employees, agents, or representatives. To the extent allowed by law, City shall indemnify, hold harmless and defend County from and against any and all demands, claims, causes of action, damages, losses and liabilities that arise directly or indirectly from City's performance of the terms of this Agreement and County's performance of the terms of this Agreement to the extent County's performance relates to or arises from (1) the enforcement of the ordinances of City or (2) other act or omission in furtherance of a policy or procedure promulgated by City. This Agreement and

the indemnity provided herein is not intended to and shall not create any cause of action for the benefit of third parties or any person not a party to this Agreement.

8. NOTICES. Any notice required by this Agreement shall be sent via the United States Postal Service, Certified Mail, Return Receipt Requested to the following:

If to City:
City Manager
City of Lucas
151 Country Club Road
Lucas, Texas 75002

If to Collin County:
Collin County Sheriff's Office
Major of Operations
4300 Community Blvd.
McKinney, Texas 75071

With copy to:
Collin County Purchasing Agent
2300 Bloomdale Road, Ste. 3160
McKinney, Texas 75071

AGREED TO:

COLLIN COUNTY




Judge Keith Self

Date

2300 Bloomdale Road

McKinney, TX 75071

CITY OF LUCAS



City of Lucas

Date

151 Country Club Road

Lucas, TX 75002

EXHIBIT "A"
TO INTERLOCAL COOPERATION AGREEMENT
FOR LAW ENFORCEMENT SERVICES

This Exhibit "A" is incorporated into the Interlocal Cooperation Agreement for Law Enforcement Services between Collin County ("County") and the City of Lucas ("City") dated _____ (the "Agreement"), and has the same force and effect as if originally written into the text of the Agreement.

1. Hours of Service. Pursuant to the Agreement, County will provide law enforcement service to City during the following dates and times:

Eight (8) hours/day, Five (5) days/week

Schedule to be determined except as noted below

2. Vacation, Compensation, Personal and Sick Time. The law enforcement officer assigned to provide the services in accordance with the Agreement may, during the term of the Agreement, use vacation, compensation ("comp"), personal and sick time accrued or allowed pursuant to the policies and procedures of the Collin County Sheriff's Office ("Time Off"). City acknowledges and agrees that County will not provide alternate personnel during the Time Off period, and such Time Off does not alter in any way City's obligations under this Agreement. County agrees to notify City of any Time Off in advance when possible.

3. Overtime. In the event overtime pay is due to the law enforcement officer performing services under the Agreement because of a request by City for the officer to work more than the hours described herein, City shall reimburse the County for such pay.

The terms and provision contained in this Exhibit will be evaluated by the parties each calendar quarter, and may be changed from time to time upon agreement by the parties.

EXHIBIT "B"
TO INTERLOCAL COOPERATION AGREEMENT
FOR LAW ENFORCEMENT SERVICES

This Exhibit "B" is incorporated into the Interlocal Cooperation Agreement for Law Enforcement Services between Collin County ("County") and the City of Lucas ("City") dated _____ (the "Agreement"), and has the same force and effect as if originally written into the text of the Agreement.

1. Total reimbursement cost for year one (1), commencing October 1, 2013 through and including September 30, 2014 shall be at the total cost of \$130,127.00, to include \$77,827.00 for deputy salary, \$45,300.00 for vehicle cost less police equipment and accessories, and \$7,000.00 for operating and maintenance of vehicle. Payment shall be paid in four equal, quarterly installments beginning October 1, 2013. In the event the annual maintenance and operational costs exceed the agreed upon amount by more than 10% for that year period, the City shall reimburse County in full for these additional charges. County shall provide documentation, upon request from the City, for these additional costs.
2. Total reimbursement cost for year two (2), commencing October 1, 2014 through and including September 30, 2015, shall be negotiated and mutually agreed upon in writing prior to October 1, 2014, to include deputy salary and vehicle operating and maintenance cost. Payment shall be paid in four equal, quarterly installments beginning October 1, 2014. In the event the annual maintenance and operational costs exceed the agreed upon amount by more than 10% for that year period, the City shall reimburse County in full for these additional charges. County shall provide documentation, upon request from the City, for these additional costs.
3. Total reimbursement cost for year three (3), commencing October 1, 2015 through and including September 30, 2016, shall be negotiated and mutually agreed upon in writing prior to October 1, 2015, to include deputy salary and vehicle operating and maintenance cost. Payment shall be paid in four equal, quarterly installments beginning October 1, 2015. In the event the annual maintenance and operational costs exceed the agreed upon amount by more than 10% for that year period, the City shall reimburse County in full for these additional charges. County shall provide documentation, upon request from the City, for these additional costs.
4. Total reimbursement cost for year four (4), commencing October 1, 2016 through and including September 30, 2017, shall be negotiated and mutually agreed upon in writing prior to October 1, 2016, to include deputy salary and vehicle operating and maintenance cost. Payment shall be paid in four equal, quarterly installments beginning October 1, 2016. In

the event the annual maintenance and operational costs exceed the agreed upon amount by more than 10% for that year period, the City shall reimburse County in full for these additional charges. County shall provide documentation, upon request from the City, for these additional costs.

AI-41358

4. g. 1.

Commissioners Court

Meeting Date: 04/04/2016

Commissioners' Court Meeting Minutes, March 14, 2016

Submitted By: Daniele McOsker

Department: County Clerk

Request Type: CONSENT

Agenda Area: Minutes

Information

Department Action

Commissioners' Court Meeting Minutes, March 14, 2016

Purchasing Department Action

No action by Purchasing.

HR and/or IT Action

Budget Department Action

No action by B&F

Auditor's Office Action

No action required by Auditor.

Commissioners Court

March 14, 2016.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Adjustment:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Commissioners' Court Meeting Minutes, March 14, 2016

COURT ORDER NO. 2016 _____

STATE OF TEXAS

COMMISSIONERS' COURT
MEETING MINUTES
MARCH 14, 2016

COUNTY OF COLLIN

On Monday, March 14, 2016, the Commissioners' Court of Collin County, Texas, met in Regular Session in the Commissioners' Courtroom, Jack Hatchell Collin County Administration Building, 4th Floor, 2300 Bloomdale Road, City of McKinney, Texas, with the following members present, and participating, to wit:

Judge Keith Self
Commissioner Susan Fletcher, Precinct 1
Commissioner Cheryl Williams, Precinct 2
Commissioner Chris Hill, Precinct 3
Commissioner Duncan Webb, Precinct 4

Judge Self led the Invocation.
Commissioner Fletcher led the Pledge of Allegiance.
Commissioner Williams led the Pledge of Allegiance to the Texas Flag.

1. Judge Self called to order the meeting of the **Collin County Commissioners' Court** at 1:30 p.m. and recessed the meeting at 2:43 p.m. The meeting was reconvened and immediately recessed into Executive Session at 2:44 p.m. The meeting was reconvened and adjourned at 3:33 p.m.

President Self called to order the meeting of the **Collin County Health Care Foundation** at 2:43 p.m. and adjourned the meeting at 2:43 p.m.

President Self called to order the meeting of the **Collin County Toll Road Authority** at 2:43 p.m. and adjourned the meeting at 2:43 p.m.

President Self called to order the meeting of the **Collin County Housing Finance Corporation** at 2:44 p.m. and adjourned the meeting at 2:44 p.m.

DECISIONS MANDATED BY LEGAL ENTITIES OUTSIDE OF COMMISSIONERS COURT AUTHORITY:

1. **AI-41303** Personnel Appointments, Human Resources.

FYI NOTIFICATION

1. **AI-34688** Outstanding Agenda Items, Commissioners Court.

2. **Public Comments.**

3. Presentation/Recognition:

Shane Williams, Constable, Precinct 1, presented Donna Gelvin, Administrative Secretary, with a 35-year pin for her dedicated service to Collin County. (Time: 1:32 p.m.)

4. Consent agenda to approve: Judge Self asked for comments on the consent agenda. Commissioner Webb pulled items 4b1 and 4d1. Hearing no further comments, a motion was made to approve the remainder of the consent agenda. (Time: 2:14 p.m.)

Motion by: Commissioner Chris Hill
Second by: Commissioner Duncan Webb
Passed: 5 – 0 Passed

a. **AI-41244** Disbursements for the period ending March 8, 2016, Auditor.

COURT ORDER NO. 2016-169-03-14

b. Agreement(s):

1. **AI-41087** Third Party License and Services Agreement and a Professional Services Agreement with Tyler Technologies, Inc., approve an End User License Agreement and a Software Maintenance Agreement with Computing System Innovations (CSI), declare Computing System Innovations (CSI) as the sole source provider and grant exemption from the competitive bid process in accordance with V.T.C.A. Local Government Code 262.024(a)(7)(A) and further authorize the Purchasing Agent to finalize and execute same, Information Technology.

Commissioner Webb pulled this item due to legal concerns in the contract related to insurance, limitation of liability and termination for cause and not cause. The Commissioner would like to hold this item until Purchasing and Information Technology can negotiate with the vendor. Michalyn Rains, Purchasing, said the vendor has been contacted and she is waiting for a response. Ms. Rains confirmed this is not a Conference of Urban Counties contract. With no further discussion, the item was held. (Time: 2:15 p.m.)

HELD

2. **AI-41294** Consent to Assignment and Assumption for Services: Prisoner Transport (IFB No. 04215-12) to change the name from Texas Prisoner Transportation Division to Texas Prisoner Transportation Services and further authorize the Purchasing Agent to finalize and execute same, Purchasing.

COURT ORDER NO. 2016-170-03-14

c. Filing of the Minute(s), County Clerk:

1. **AI-41277** February 22, 2016.

COURT ORDER NO. 2016-171-03-14

d. Miscellaneous

1. **AI-41311** Sale of property located at 9465 County Road 626, Blue Ridge, Texas (1.00 Acre, Tract 10, Abstract 639, Nathan Mitchell Survey, Volume 4562, Page 588) as recorded in the Collin County Deed Records to Steven Santos upon the payment of \$725, County Judge.

Commissioner Webb pulled this item due to his concern with selling the property for \$725 rather than the appraised value of \$16,000. The Commissioner asked who is pushing the sale of the property to this bidder for this price. Billy Bilyeu, County Administrator, explained the process of selling struck-off property. The Constable posts the notice of auction and sells the property on the courthouse steps. If the auction does not produce an outcome the property stays with the Constable's office for anyone to bid on. Typically these types of properties are ones where the taxes have not been paid in several years resulting in a default dollar amount which carries over making the appraised value higher than what the property may actually be worth. This property was struck-off in 2009.

There was a brief discussion on the possibility of a buyer playing the system by waiting until the auction is over to place a bid on a property at a considerably lower amount than the appraised value. Mr. Bilyeu explained when there is a bid, at the auction or not, of less than what is owed, the bid has to be presented to the entities for approval. Mr. Bilyeu reminded the Court that if one entity accepts the bid it forces all the other entities to accept the bid as well. The Court was in agreement to not be the first entity to approve these types of properties. If the bid is less than what is owed, the Court would like the lien holder/debtor to have the opportunity to act first. Mr. Bilyeu said an internal process will be put in place to ensure the Court is not the first to act. With no further discussion, the item was held. (Time: 2:25 p.m.)

HELD

2. **AI-41295** Re-designation of eight (8) roads in the Scenic Point RV Park (with one (1) address update), GIS/Rural Addressing.

COURT ORDER NO. 2016-172-03-14

3. **AI-41243** Timeline for the Parks and Open Space Project Funding Assistance Program, 2007 Bond - Seventh Series, Special Projects.

COURT ORDER NO. 2016-173-03-14

4. **AI-41304** Personnel Appointments, Human Resources.

COURT ORDER NO. 2016-174-03-14

5. **AI-41305** Personnel Changes, Human Resources.

COURT ORDER NO. 2016-175-03-14

GENERAL DISCUSSION

5. AI-41105 State CPS Update, Administrative Services.

Billy Bilyeu, County Administrator, introduced the following individuals from the DFPS (Department of Family and Protective Services) to answer questions and concerns regarding the County's responsibility to CPS (Child Protective Services) especially related to drug testing: Larry Isbell, Director of Contracts, Region 3; Melissa Moffat, Deputy Regional Director, Region 3; and Claudia Gross, Collin County Program Administrator. Mr. Isbell said Collin County has been spending a lot of money for the drug testing of CPS clients which is separate and apart from the CPS contract with the County. He said drug testing has not been a part of the CPS contracts with the County and explained drug testing contracts are managed by the State Comptroller of Public Accounts through TPASS (Texas Procurement and Support Services Division). Regional CPS staff does utilize the Comptroller's drug contracts; however, in Collin County the staff utilizes both the drug contracts and Collin County funding. Testing paid for from County funds comes directly from the County and cannot be tracked by the Contracts Department.

Ms. Moffat said there is only one state drug testing collection site under the Comptroller's contract for Collin County which is located in Plano. Commissioner Williams asked if all drug testing is court ordered. Ms. Moffat explained drug testing is done at all stages of service. She said the increase in cost of the drug testing in Collin County is due to the staff feeling they have more flexibility and access to what is needed in drug testing by being able to utilize the contract with Collin County. Presently, the caseworkers have been asked to only utilize the one test collection site which has been a challenge due to the location and hours of availability. Mr. Bilyeu said in speaking with Lee Williams, Director of Regional Contracts, in late 2015, she agreed there was a problem with the number of test sites and would have the issue rectified immediately with expanded hours. She had promised the County would see a significant decrease in drug testing costs because the responsibility should sit with the state except for special exceptions. Mr. Isbell said he has made requests to the contractor for additional sites in Collin County. The issue is if sites will agree to service the CPS clients. For example, CareNow facilities were previously used as drug testing sites, but they had issues with the CPS clients affecting their general population so they pulled out of the contract.

Judge Self said Collin County is the sixth largest county so more funding and more sites are needed. Commissioner Hill asked how many sites are in Dallas, Tarrant and Denton Counties. Mr. Isbell said Dallas and Tarrant each have six sites and Denton has one. The contract ends August 31, 2016 with an option to renew each year which would be a perfect time to have the contract amended. The Court would like to help CPS by giving a voice with the Comptroller to get a second or third collection site. Ms. Moffat said they will get the Court information on whom to contact.

Commissioner Williams referred to the County Child Welfare Services contracts on page 165 of the Court packet and asked what the difference is between the financial and non-financial contracts. Mr. Isbell said the financial contracts with a county allow for reimbursement of eligible Title IV-E expenditures for Child Welfare Services and/or foster children. The non-financial contracts have no money involved. This means the counties with non-financial contracts use their county budget to provide the services without reimbursement. In those cases, the child welfare boards exist so they can have the authority and ability to work with the CPS clients. Mr. Isbell added, the legal services contracts are to reimburse the salaries, fringe benefits and travel of attorneys who represent CPS clients.

Commissioner Williams asked what are the mandatory requirements and obligations of the County to provide for the CPS children. Is the state adequately providing for the children they remove from their homes or does the County have to provide clothing, school supplies and personal incidentals? Ms. Moffat said the County is not obligated to provide for any foster care maintenance costs. Often child welfare boards or counties step in to add to what is already provided by the daily per diem to allow a child to be normalized. She is unaware of any further money provided by the state for the care of the child beyond the daily per diem. The per diem goes to the foster parent and the allowable expenses are what the county might be reimbursed for if the county chose to provide it.

Commissioner Fletcher said the Court needs to know, going into budget season, what is reimbursable, discretionary, mandatory and what gaps need to be filled by the County so that something is not left off which could have been budgeted. Ms. Moffat feels like progress can be made with state drug testing by taking over some of the cost the County has been providing. This can be done through partnered advocacy with Collin County to make changes to the contract to get more testing sites and to make sure the CPS staff is utilizing the contract appropriately. Commissioner Hill said if this is accomplished, it will leave more room in the county budget to assist with requests made by the caseworkers to the CPS Board. Commissioners Webb and Williams would like to see a breakdown of Title IV-E vs non IV-E children. Ms. Moffat will get this information for the Court. (Time: 2:14 p.m.)

NO ACTION TAKEN

6. Board/Committee Appointments, Commissioners Court:

a. AI-41253 Child Protective Services Board.

A motion was made to appoint Curtis Howard to the Child Protective Services Board. (Time: 2:26 p.m.)

Motion by: Commissioner Duncan Webb

Second by: Commissioner Chris Hill

Vote: 5 – 0 Passed

COURT ORDER NO. 2016-176-03-14

7. AI-33858 RTC monthly update, Commissioner, Precinct 4.

Commissioner Webb said the correspondence to the United States Department of Justice and the Texas Attorney General in regards to the lawsuits against Volkswagen, Audi and Porsche for emission test-cheat devices has been approved to submit. Collin County could see a good portion of the settlement.

The resolution adopting Mobility 2040 was approved. Judge Self asked if there will be a conflict with Mobility 2040 and the TIP (Transportation Improvement Program). Commissioner Williams said there should be no conflict because a project cannot be put on the TIP if it is not on the Mobility Plan. Commissioner Webb said the Mobility Plan is amendable every two years; therefore, the County needs to decide what to do with LARs (Limited Access Roadway) and other projects in order to get an amendment on the Mobility Plan.

In regards to the Cotton Belt Corridor, approximately 500 letters opposing TEX Rail were received the Wednesday before the RTC (Regional Transportation Council) meeting. All the letters were the same but were signed by different people. The letters opposed the section of the TEX Rail from downtown Fort Worth to the airport. Commissioner Williams said the RTC members for that area remain in favor of the TEX Rail.

In order to keep the \$2.6 million allocation to the McKinney UZA (Urbanized Area) from the Federal Transit Administration within the region the RTC has decided to appoint itself as the direct recipient for the funding on behalf of the UZA. This was due to the City of McKinney not wanting to designate itself or any other entity to be the direct recipient. The RTC will reserve the funds but will not engage any entity to provide services in the short term. McKinney still has to decide what to do with the funding. Commissioner Webb believes if McKinney does not contract with a provider the RTC would move forward in designating a contractor. The RTC could use transportation credits for the local match. However, it is unlikely the RTC would want to take this type of project on for the long term. The Court questioned if the funding could be shifted to another UZA in the area. Clarence Daugherty, Engineering, said it was set up as a designation for McKinney; therefore, the federal allocation limits it to the small UZA. Commissioner Hill said McKinney does have the concern of the UZA being swept into the Dallas UZA when lines are drawn after the next census. This would cause them to look to their city budget to cover future cost of services because the Dallas UZA would not qualify for this type of funding allocation.

Judge Self asked for clarification of the personal services agreement with Jessie Huddleston. Commissioner Webb said the RTC is going to hire someone to replace her, but because she has such a huge knowledge base, she will work offsite to provide additional support through their reporting period.

Judge Self asked Commissioner Webb to explain the meaning of the High-Occupancy Vehicle Subsidy Report and the modification to the Toll Managed Lane Policy. Commissioner Webb said the RTC has decided to not go from two plus occupancy vehicles to three plus occupancy vehicles on the HOV (High-Occupancy Vehicle) lanes but instead allow the continuance of two occupancy vehicles to receive the peak period discount. The RTC would then pay the difference rather than require the vehicles to have three people. The amount has been minimal with only \$380,000 spent of the \$17 million allocated for the program over the last two years. This has shown that a lot of people are not using the program or even going through the process to sign up for the discount. People have to identify themselves, using the mobile application, as being a two plus occupancy vehicle before driving the corridor. The technology piece to this program is advancing rapidly and it is suspected the mobile application will go away within a year moving toward video technology of looking into the car. (Time: 2:43 p.m.)

NO ACTION TAKEN

8. Possible future agenda items by Commissioners Court without discussion.

EXECUTIVE SESSION

Judge Self recessed Commissioners' Court into Executive Session at 2:44 p.m. in accordance with Chapter 551.074, Personnel to discuss the Homeland Security Director, and in accordance with Chapter 551.072, Real Estate to discuss the County owned property on the southeast corner of Bloomdale Road and Community Avenue.

Personnel (551.074)

To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

AI-40911 Homeland Security Director, Administrative Services.

NO ACTION TAKEN

Real Estate (551.072)

AI-41301 County owned property on the southeast corner of Bloomdale Road and Community Ave., Construction and Projects.

NO ACTION TAKEN

Judge Self reconvened the meeting at 3:33 p.m. With no further business of the Court, the meeting was adjourned at 3:33 p.m.

AI-41366

4. h. 1.

Commissioners Court

Meeting Date: 04/04/2016

SCAAP FY 2016 Application

Submitted For: Jeff May

Submitted By: Janna

Benson-Caponera

Department: Auditor

Request Type: CONSENT

Agenda Area: Agreement

Information

Department Action

This is to request authorization to apply for the State Criminal Alien Assistance Program (SCAAP) FY 2016. SCAAP provides federal payments to states and localities that incurred correctional officer salary costs for incarcerating undocumented criminal aliens with at least one felony or two misdemeanor convictions for violations of state or local law, and incarcerated for at least 4 consecutive days during the reporting period of July 1, 2014 through June 30, 2015. All completed applications must be submitted by 6:00pm April 13, 2016.

Purchasing Department Action

Request Commissioners' Court consideration and any action regarding the approval to apply for the State Criminal Alien Assistance Program (SCAAP) FY 2016. SCAAP provides federal payments to states and localities that incurred correctional officer salary costs for incarcerating undocumented criminal aliens with at least one felony or two misdemeanor convictions for violations of state or local law, and incarcerated for at least 4 consecutive days during the reporting period of July 1, 2014 through June 30, 2015, further authorize the County Judge to finalize and execute same. sh

HR and/or IT Action

Budget Department Action

SCAAP application for grant funds for detention expenses incurred for incarcerating undocumented criminal aliens.

Auditor's Office Action

As per attached.

Commissioners Court

Grant application for the FY2016 State Criminal Alien Assistance Program (SCAAP) grant through the Bureau of Justice Assistance, Auditor.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Adjustment:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Remarks:

Attachments

Draft Court Order

Memo

Grant Summary Form

GRC Form

SCAAP Solicitation

SCAAP Guidelines

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: Grant Application, FY2016 State Criminal Alien Assistance Program (SCAAP) Grant – Auditor

On **April 4, 2016**, the Commissioners Court of Collin County, Texas, met in **regular session** with the following members present and participating, to wit:

**Keith Self
Susan Fletcher
Cheryl Williams
Chris Hill
Duncan Webb**

**County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4**

During such session the court considered a request for approval of a grant application for the FY2016 State Criminal Alien Assistance Program (SCAAP) grant.

Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval of a grant application for the FY2016 State Criminal Alien Assistance Program (SCAAP) grant through the Bureau of Justice Assistance. Same is hereby approved in accordance with the attached documentation.

Keith Self, County Judge

Susan Fletcher, Commissioner, Pct. 1

Cheryl Williams, Commissioner, Pct. 2

Chris Hill, Commissioner, Pct. 3

Duncan Webb, Commissioner, Pct. 4

ATTEST:

**Stacey Kemp, Ex-Officio Clerk
Commissioners' Court
Collin County, T E X A S**



COLLIN COUNTY

Auditor's Office
2300 Bloomdale Rd.
Suite 3100
McKinney, Texas 75071
www.collincountytx.gov

To: County Judge and Commissioners Court
From: Jeff May, County Auditor
Date: March 17, 2016
Re: Authorization to Apply for SCAAP Funding FY 2016

This is to request authorization to apply for the State Criminal Alien Assistance Program (SCAAP) FY 2016. SCAAP provides federal payments to states and localities that incurred correctional officer salary costs for incarcerating undocumented criminal aliens with at least one felony or two misdemeanor convictions for violations of state or local law, and incarcerated for at least 4 consecutive days during the reporting period of July 1, 2014 through June 30, 2015. All completed applications must be submitted by 6:00pm April 13, 2016.

JM/jc

Collin County Grant Summary Form

| | | |
|---|-----------------------------------|---|
| Department Name Auditor's Office | | Submit completed form along with one electronic copy of the grant application and all supporting documentation to the Auditor's Office not less than 14 days prior to the scheduled Commissioner Court meeting. If you have any questions contact Janna Caponera at (972) 548-4638 . |
| Contact Person (Grant Liaison) Janna Caponera | | |
| Title Grants and Payroll Manager | Phone / Extension x4638 | |

| Grant Description | | |
|--|---|--|
| Grant Title and Funding Year State Criminal Alien Assistance Program (SCAAP) FY 2016 | Funding Source <input type="checkbox"/> State <input checked="" type="checkbox"/> Federal <input type="checkbox"/> Other: | Application Type <input checked="" type="checkbox"/> New Grant <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment |
| Grantor (include sub-granting agencies) U.S. Department of Justice | Payment Method <input type="checkbox"/> Cost Reimbursement <input checked="" type="checkbox"/> Other: | |
| Application/Award Deadline April 20, 2015 | Requested Comm. Court April 13, 2015 | Grant Period to |

Brief Description
This application is submitted annually through the Bureau of Justice Assistance (BJA) Grants Management System (GMS). The funding is calculated using a formula that provides a relative share of funding to jurisdictions that apply and is based on the number of eligible criminal aliens, as determined by Department of Homeland Security (DHS). SCAAP funding is restricted for correctional purposes only. Collin County has previously received: \$3,074 FY 2015; \$16,102 FY 2014; \$134,801 FY 2013; \$102,223 FY 2012; \$277,682 FY 2011; \$410,922.00 FY 2010; \$461,705.00 FY 2009.

| Grant Categories / Funding Sources | Federal Funds | State Funds | Local Funds | County Match | In-Kind Match | Total |
|------------------------------------|---------------|-------------|-------------|--------------|---------------|-------|
| Personnel | | | | | | \$ - |
| Operating | | | | | | \$ - |
| Capital Equipment | | | | | | \$ - |
| Indirect Costs | | | | | | \$ - |
| Total | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| # of FTEs | | | | | | 0 |

| Performance Measures Applicable Outcome Measures | Current FY Progress to Date | | | | Next FY Projected |
|---|-----------------------------|----|----|----|----------------------|
| | Q1 | Q2 | Q3 | Q4 | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

The Department named above is applying for the Grant Program named above, and if awarded, will accept full responsibility for the management of any funds awarded to the County under this grant, and will adhere to any policies and procedures set forth by the Grantor and its related agencies or agents, as well as those of the County, and its financial and administrative departments. To that end, please find enclosed the following items for initial review:

- Grant Summary Form
- Memo of request to Commissioner Court for application/award acceptance and approval
- Electronic copy of the original, completed application/award
- Approval to apply Court Order (for award only)
- All attachments, back-up documentation or amendments to be submitted to the Grantor

| | | |
|---|-----------|------|
| Completed by: | | |
| | | |
| Department Head / Designee Printed Name | Signature | Date |

Grant Resource-Benefit Summary

| | | | |
|---|---|---------------------------------------|--|
| Grant Title State Criminal Alien Assistance Program (SCAAP) FY 2016 | Contact Person (Grant Liaison) Janna Caponera | | |
| Grant Period January 0, 1900 to January 0, 1900 | Phone / Ext x4638 | Department Auditor's Office | |

| |
|--------------------------------------|
| <input type="checkbox"/> Preliminary |
| <input type="checkbox"/> Final |

COUNTY RESOURCES REQUIRED

| Match | Amount | Identify Match Source |
|---|--------|-----------------------|
| 1) Cash | \$ - | |
| 2) In-Kind | \$ - | |
| <input checked="" type="checkbox"/> No Match Required | | |

| Implementation / Start Up | Amount | Description |
|--|--------|-------------|
| 1) Equipment | | |
| 2) Training | | |
| 3) Inter-departmental / Other: | | |
| <input checked="" type="checkbox"/> No Implem / Start-up Costs | | |

| Operational / Maintenance | Amount | Description |
|---|--------|-------------|
| 1) Recurring Maintenance | | |
| 2) Salary / Benefits | | |
| 3) Continuing Ed / Training | | |
| 4) Office / Program Space | | |
| 5) Travel | | |
| 6) Other: | | |
| <input checked="" type="checkbox"/> No Oper / Maintenance Costs | | |

NON-COUNTY RESOURCES REQUIRED

| Match | Amount | Identify Match Source |
|-------------------------|--------|-----------------------|
| 1) Voluntary / Donation | | |

Benefits to County and Citizens

SCAAP provides federal payments to states and localities that incurred correctional officer salary costs for incarcerating undocumented criminal aliens with at least one felony or two misdemeanor convictions for violations of state or local law, and incarcerated for at least 4 consecutive days during the reporting period of July 1, 2014, through June 30, 2015.

GRC Review Form

Grant Title SCAAP FY 2016

Department Auditor's Office

Dept Contact Janna Caponera Extension 4638

The County Auditor's Office, in conjunction with the Grant Review Committee (GRC), has reviewed the application and/or award as detailed above, and the application and/or award is

- Recommended** This grant application and/or award is recommended for approval to Commissioners Court.
- Not Recommended** This grant application and/or award is not recommended for approval to Commissioners Court.
- No Response Received** No responses given by the GRC.
- NA Response Received** Not applicable responses for the grant given by the GRC.

Totals 3 Recommended 0 Not Recommended 0 No Response Received 2 Not Applicable

Completed by:

Janna Caponera
GRC Chair/Designee

17 March 2016
Date

County Auditor Comments

This application is submitted annually through the Bureau of Justice Assistance (BJA) Grants Management System (GMS). The funding is calculated using a formula that provides a relative share of funding to jurisdictions that apply and is based on the number of eligible criminal aliens, as determined by Department of Homeland Security (DHS). SCAAP funding is restricted for correctional purposes only. Collin County has previously received: \$3,074 FY 2015; \$16,102 FY 2014; \$134,801 FY 2013; \$102,223 FY 2012; \$277,682 FY 2011; \$410,922.00 FY 2010; \$461,705.00 FY 2009.

- Recommended
- Not Recommended
- No Response Received

Budget and Finance (BFO) Comments

Application for SCAAP funding. This grant can be used for jail operations that has a direct impact or benefit to the inmates and not just overtime. Amount will not be known until awarded. There is no required County match for this grant.

- Recommended
- Not Recommended
- No Response Received

Purchasing Comments

Purchasing policies and procedures will apply.

- Recommended
- Not Recommended
- No Response Received

Information Technology (IT) Comments

[Click here to enter text.](#)

- Recommended
- Not Recommended
- No Response Received
- NA – No IT Involved

Human Resources (HR) Comments

[Click here to enter text.](#)

- Recommended
- Not Recommended
- No Response Received
- NA – No HR Involved

Janna Benson-Caponera

From: owner-bvp-list@ojp.usdoj.gov on behalf of SCAAP <SCAAP@usdoj.gov>
Sent: Wednesday, March 02, 2016 2:14 PM
Subject: State Criminal Alien Assistance Program (SCAAP) FY 2016 Application Announcement

Dear SCAAP Participant,

The Bureau of Justice Assistance (BJA) is pleased to announce the release date of the FY 2016 State Criminal Alien Assistance (SCAAP) Program and to provide updates to the SCAAP Guidance.

BJA administers SCAAP in conjunction with the Bureau of Immigration and Customs Enforcement (ICE) and Citizenship and Immigration Services, Department of Homeland Security (DHS). SCAAP provides federal payments to states and localities that incurred correctional officer salary costs for incarcerating undocumented criminal aliens.

Opening Date and Deadline

The OJP Grants Management System (GMS) will open on Wednesday, March 2, 2016 to accept the Fiscal Year 2016 SCAAP applications. All applications must be submitted electronically at <https://grants.ojp.usdoj.gov> by 6:00 p.m. (e.d.t.) on **April 13, 2016**. **Extensions or exceptions to this deadline cannot be granted.** Because of the volume and complexities involved in verification of all submitted inmate data and the fact that BJA transmits this file to DHS immediately after the close of the solicitation, it is not possible for additional applicant data to be reviewed and sent to DHS after the deadline.

How to Apply

Enter your user name and password at the GMS site <https://grants.ojp.usdoj.gov>. Once you have logged in, go to the Funding Opportunities link on the left hand side of the screen. Search for all Bureau of Justice Assistance grants. Locate the SCAAP solicitation after the search is complete and click on the Apply Online button. For assistance with the user name and password, please contact the GMS Helpdesk at 1-888-549-9901, option 3. For assistance with the SCAAP application please email bjasupport@ojp.usdoj.gov or call 202-353-0421 or 202-353-4411.

Reporting Period

The FY 2016 reporting period for inmate and salary cost data is July 1, 2014 - June 30, 2015.

Salary Costs

Salary cost data must be actual dollar amounts paid for correctional officers salaries during the reporting period. Correctional officer salary costs may include premium pay for specialized service, shift differential pay, and fixed-pay increases for time in service. It may also include overtime required by negotiated contract, statute, or regulation such as union agreements, contractual obligations, and required post staffing minimums. This figure should not include benefits.

Total All Inmate Days

The "total all inmate days" is the cumulative number of incarceration or detention days attributable to *all* inmates housed in the jurisdiction's facilities during the reporting period. It includes all inmates, regardless of their status, citizenship, disposition, or length of stay, including inmates held at contract facilities. A jurisdiction can use the sum of all nightly, facility head counts for the 365 days in the reporting period.

Links

SCAAP Website: <https://www.scaap.org/>

SCAAP FY 2016 Guidelines: [SCAAP FY 2016 Guidelines.pdf](#)

Sincerely,

SCAAP Program Team

BUREAU OF JUSTICE ASSISTANCE
STATE CRIMINAL ALIEN ASSISTANCE PROGRAM (SCAAP)

PART I: SCAAP Guidelines

SCAAP Overview

The Bureau of Justice Assistance (BJA), Office of Justice Programs, U.S. Department of Justice, administers SCAAP, in conjunction with the U.S. Department of Homeland Security (DHS). SCAAP provides federal payments to states and localities that incurred correctional officer salary costs for incarcerating undocumented criminal aliens who have at least one felony or two misdemeanor convictions for violations of state or local law, and who are incarcerated for at least 4 consecutive days during the reporting period.

SCAAP Legislative Authority

SCAAP is governed by Section 241(i) of the Immigration and Nationality Act, 8 U.S.C. § 1231(i), as amended, and Title II, Subtitle C, Section 20301, Violent Crime Control and Law Enforcement Act of 1994, Pub. L. 103-322. In general terms, if a chief executive officer of a state or a political subdivision exercises authority over the incarceration of undocumented criminal aliens and submits a written request to the U.S. Attorney General, the Attorney General may provide compensation to that jurisdiction for those incarceration costs. SCAAP is subject to additional terms and conditions of yearly congressional appropriations.

Eligible Applicants

States and local units of government that have authority over correctional facilities that incarcerate or detain undocumented criminal aliens for a minimum of 4 consecutive days are eligible to apply for SCAAP funds. States and local units of general government include the 50 state governments, the District of Columbia, Guam, Puerto Rico, the U.S. Virgin Islands, and the more than 3,000 counties and cities with correctional facilities.

Regional jails, special jail districts, or regional jail authorities and boards do not qualify as political subdivisions of a state for purposes of SCAAP, and therefore are not eligible to directly apply for SCAAP funds. Each unit of government that houses inmates at a regional facility must apply independently for SCAAP funds, based on its own costs of housing its undocumented aliens in the regional facility. Regional facilities may not submit SCAAP applications on behalf of jurisdictions in its service area, nor may a regional facility submit one application for all participating jurisdictions, using one jurisdiction's name as the recipient.

Authorized Officials

SCAAP payments must go directly to eligible states and localities. Authorized jurisdiction employees for SCAAP purposes must be listed as either the Authorized Representative or Alternate Contact in the GMS User Profile. The chief executive officer (CEO) of an eligible jurisdiction may apply directly or delegate authority to another jurisdiction official. The CEO is generally considered the highest ranking elected or appointed official of a unit of government.

Use of SCAAP Awards

The Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162, Title XI) included the following requirement regarding the use of SCAAP funds: "Amounts appropriated pursuant to the authorization of appropriations in paragraph (5) that are distributed to a State or political subdivision of a State, including a municipality, may be used only for correctional purposes." Beginning with FY 2007 SCAAP awards, SCAAP funds must be used for correctional purposes only. Jurisdictions receiving SCAAP awards will be asked to report the projected use of these funds at the time the award is accepted.

Minimum Period of Incarceration

Only eligible persons who were incarcerated for 4 or more consecutive days between July 1, 2014 and June 30, 2015 may be included in the FY 2016 SCAAP application.

Multi-Jurisdictional Issues

- Eligible inmates housed in the applicant's facility exclusively on behalf of another jurisdiction may only be reported by the sending jurisdiction, regardless of whether the applicant received reimbursement for related incarceration costs.
- Unless otherwise covered by a cost reimbursement agreement, inmates who are ready for release once qualifying charges or convictions are concluded, and who are temporarily held in the applicant facility on the basis of outstanding warrants or detainers from other jurisdictions, including federal law enforcement agencies, are SCAAP eligible. The applicant jurisdiction may claim the total number of days the inmate was in custody, including the days the inmate was held on the detainers or outstanding warrants.
- Detention or incarceration days attributable to otherwise qualifying inmates held on federal charges, convictions, or detainers and covered by cost reimbursement agreements are not SCAAP eligible.
- Juveniles adjudicated delinquent, regardless of the charges or length of custody, are not SCAAP eligible. Only juvenile offenders who are convicted as adults and who meet the qualifying SCAAP criteria may be eligible.

Eligible Inmates

Applicants may submit records of inmates in their custody during the reporting period who:

- Were born outside the United States or one of its territories and had no reported or documented claim to U.S. citizenship.
- Were in the applicant's custody for 4 or more consecutive days during the reporting period.
- Were convicted of a felony or second misdemeanor for violations of state or local law.
- Were identified and reported as undocumented, using due diligence.

The U.S. Department of Homeland Security will make the final determination on the status of submitted inmate records for undocumented alien purposes. Inmates may qualify for SCAAP purposes if they were:

- Persons who entered the U.S. without inspection or at any time or place other than as designated by the Attorney General.
- Persons in deportation or exclusion proceedings at the time they were taken into custody.
- Non-immigrants who failed to maintain their non-immigrant status at the time they were taken into custody.
- Certain Mariel Cubans who otherwise meet these requirements.

Total All Inmate Days

The "total all inmate days" is the cumulative number of incarceration or detention days attributable to *all* inmates housed in the jurisdiction's facilities during the reporting period. It includes all inmates, regardless of their status, citizenship, disposition, or length of stay, including inmates held at contract facilities. A jurisdiction can use the sum of all nightly, facility head counts for the 365 days in the reporting period.

| EXAMPLE | TOTAL DAYS |
|--|--|
| A jurisdiction detained or incarcerated 400 inmates during the current reporting cycle. Each inmate was held for exactly 7 days. | 2,800 (400 inmates x 7 days) |

Criminal Charges and Convictions

To be eligible for reporting, inmates must have been convicted of a felony or second misdemeanor for violations of state or local law, and housed in the applicant's state or local correctional facility for 4 or more consecutive

days during the reporting period. All pre-trial and post conviction time served from July 1, 2014 through June 30, 2015 may be reported to BJA.

| EXAMPLES | REPORTABLE DAYS |
|--|-----------------------------|
| An alien was convicted of a felony during the reporting period and spent 20 days in pretrial detention and 60 additional days from the conviction. All 80 days occurred during the reporting period. | 80 |
| An alien was convicted of a felony during the reporting period and spent 20 days in pretrial detention and 60 additional days from the conviction. The 20 pretrial detention days and 40 of the sentenced days occurred in the reporting period; the remaining 20 days were served after June 30, 2015. | 60 |
| An alien was convicted of a felony several years ago and is being held in pretrial detention on new charges. As this alien already qualifies based on the prior felony conviction, once he meets the minimum of 4 consecutive days in custody during the reporting period, the pretrial days may be reported to BJA, regardless of the outcome of the pending charges. | <i>As calculated</i> |
| An alien was convicted of a second misdemeanor and served 3 consecutive days as of June 30, 2015, and 20 additional days after June 30, 2015. This inmate cannot be reported for FY 2016, but will qualify for FY 2017. <i>NOTE: The first 3 days of the sentence are not reportable, regardless of what occurs with this inmate in the future.</i> | 0 |

Required Inmate Data Format

The [detailed inmate file](#) reflects the jurisdiction’s good faith and due diligence efforts to identify and list undocumented criminal aliens housed in its correctional facilities. Required inmate data elements include the A-Number, if known; last, middle, and first names; date of birth; unique inmate number assigned by the applicant jurisdiction; foreign country of birth; date taken into custody; date released from custody; and the Federal Bureau of Investigation (FBI) number, if known.

For inmates with aliases or multiple periods of incarceration: Creating a separate and distinct inmate record for each qualifying period of incarceration may include eligible inmates incarcerated more than once during the reporting period. Similarly, inmates with known aliases may be reported by creating a separate and distinct inmate record for each name. The same unique inmate identification number must be used for all records associated with a single inmate, regardless of the name under which the inmate was incarcerated. Applications submitted without complete facility data and inmate records will not be considered for SCAAP funding.

FBI Number

The Bureau of Justice Assistance continues to encourage SCAAP applicants to include the FBI number for each inmate record submitted on the FY 2015 SCAAP application. The FBI number is one of several options that will help ensure that only eligible inmates are entered into the SCAAP application, as the FBI number is automatically assigned to each individual arrested and convicted of a felony or two misdemeanors. Per the SCAAP Program Guidelines, eligible inmates are defined as those who have one felony conviction or two misdemeanor convictions. In addition, the FBI number could help decrease the number of unknown inmate records paid each year with SCAAP funds.

Country of Birth Codes

Generally, a person born in the U.S. or a U.S. territory is a U.S. citizen and should not be reported. Any submitted inmate record that includes a country code not on the official [ICE country codes list](#) will be rejected. Any record with an official country code that does not specifically represent a foreign country (unknown) will only be considered in the award calculation if determined the inmate is undocumented or otherwise qualifies. If the country provided by the inmate is not on the official ICE country codes list, a country with close geographic proximity should be selected.

Alternatives to Traditional Incarceration

Inmates are not eligible if they served their incarceration incrementally, such as through weekend incarcerations that enabled them to maintain employment. Qualifying periods of incarceration must occur consecutively over the course of 4 or more days.

Parole and Probation Violators

Eligible inmates on parole or probation from qualifying convictions who are subsequently returned to the custody of a state or local correctional facility may be eligible.

Correctional Officers

Correctional officers include employees, officers, and contractual staff whose primary responsibility is the control, custody, or supervision of persons detained and incarcerated, including correctional officers, deputy sheriffs, correctional/jail supervisors, shift commanders, chiefs of security, assistant wardens, and wardens. Transportation officers and others providing control, custody, or supervision of inmates who are temporarily outside the maintaining facility are also eligible. Employees, officers, and contractual staff whose primary responsibility is providing noncustody services to the facility or its inmate population are not SCAAP eligible, including office and secretarial support, administrative, housekeeping, maintenance, food, health, education, training, vocational, counseling, and medical staff. Staff who function independently or outside the correctional facility, including parole and probation agents, hearing officers, court commissioners, judicial, prosecutorial, and public defenders, warrant and apprehension units, and others are not eligible.

Correctional Officer Salary Calculation

Salary information reported in the SCAAP application must reflect the total salaries and wages paid to full- and part-time correctional officers and others who meet the SCAAP definition. The reported sum should total the jurisdiction's actual salary expenditures for the reporting period, not an estimate or average. Correctional officer salary costs may include premium pay for specialized service, shift differential pay, and fixed-pay increases for time in service. It may also include overtime required by negotiated contract, statute, or regulation such as union agreements, contractual obligations, and required post staffing minimums. Benefits should not be included in the provided salary costs.

Per Diem Costs

Per diem cost is calculated by the SCAAP system, dividing the jurisdiction's "total all inmate days" into the "total correctional officer salary costs." During the FY 2015 reporting period, jurisdictions reported an average per diem cost of \$41.70. BJA may require documentation to validate per diem costs or impose limits on the costs.

SCAAP Award Calculation

Once SCAAP data has been validated and analyzed, applicants will receive e-mail notification that awards are ready for online acceptance and drawdown. Formal acceptance of an award via GMS is necessary for the electronic transfer of funds into the applicant's bank account of record. Applicants have 45 calendar days to accept awards through GMS once notice is provided. SCAAP payments must go to the jurisdictions' general fund.

Payment Formula

The following provides an overview of the method used to calculate SCAAP payments

1. Using financial data from applicants, a per diem rate is calculated for each jurisdiction. For FY 2015 the average per diem rate was \$41.70 per inmate.
2. Inmate data is provided to the U.S. Department of Homeland Security to validate inmate data for eligible and invalid records.
3. Each jurisdiction's total eligible inmate days are totaled then multiplied by the applicant's per diem rate to derive the total correctional officer salary costs for eligible inmate days.
4. The value of each applicant's correctional officer salary costs associated with its eligible inmate days are totaled. This total value reflects the maximum amount for SCAAP reimbursement. A percentage factor is

used to reflect the relationship between the maximum reimbursable salary costs and the appropriation. For FY 2015, this factor was approximately 15 percent.

Variations

A variance will exist between the total salary costs reported by a jurisdiction and the final SCAAP payment amount, due to adjustments for ineligible or invalid inmate records and the annual appropriation. Both the SCAAP system and BJA check for variances from prior year submissions for correctional officer staffing and salary levels, total bed count, and number of total inmate days.

PART II: Applying for FY 2016 SCAAP Funds

FY 2016 Reporting Period

The FY 2016 SCAAP reporting period is from July 1, 2014 through June 30, 2015.

FY 2016 Registration and Application Deadlines

Applications will be accepted through the online Grants Management System (GMS) beginning March 2, 2016, and ending at 6:00 p.m. e.d.t. on April 13, 2016.

The deadline for submitting *all* completed SCAAP applications is, **April 13, 2016 at 6:00 p.m. (e.d.t.)**.

Extensions or exceptions to this deadline cannot be granted. Because of the volume and complexities involved in verification of all submitted inmate data and the fact that BJA transmits this file to DHS immediately after the close of the solicitation, it is not possible for additional applicant data to be reviewed and sent to DHS after the deadline.

GMS Application Process

The SCAAP Catalog of Federal Domestic Assistance (CFDA) number is 16.606.

For questions or concerns at any point in the GMS process, call the SCAAP Help Desk at 1-202-353-4411.

1. Access GMS at <https://grants.ojp.usdoj.gov>.
2. If you already have a GMS user ID, proceed to the GMS sign in. Even if your organization already has a user ID, you will not be considered registered for the solicitation until you have signed on to GMS and entered the appropriate solicitation.
3. If you do not have a GMS user ID, select "New User? Register Here." After you have completed all of the required information, click "Create Account" at the bottom of the page and to note your user ID and password, which are case sensitive. Within a few days, BJA will send an e-mail confirmation to newly registered applicants that their user ID and password have been approved and they are eligible to submit an application.
4. Beginning October 1, 2003, a Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) number must be included in every application for a new award or renewal of an award. The DUNS number will be required whether an applicant is submitting an application on paper, through OJP's Grants Management System, or using the government-wide electronic portal (Grants.gov). An application will not be considered complete until the applicant provides a valid DUNS number.

Organizations should verify that they have a DUNS number or take the steps necessary to obtain one as soon as possible. Applicants can receive a DUNS number at no cost by calling the dedicated toll-free DUNS number request line at 1-800-333-0505.

5. After you have logged onto the system using your user ID and password, click on "Funding Opportunities." Additionally, click on 'A-Z' for more search functions.
6. Select the "Bureau of Justice Assistance" from the drop-down list and click "Search." This will narrow the list of solicitations within the Office of Justice Programs to those in BJA.

7. From the list of BJA grants, find "State Criminal Alien Assistance Program" and click "Apply Online."
8. Confirm that your organization is eligible to apply for this program by reading the text on the screen. If eligible, proceed by clicking "Continue."
9. Once you have reached this point, you are considered successfully registered.

Online Inmate Data Reporting Process

Select the file upload process below that best meets your needs. While you may change the method prior to submitting the completed application to BJA, note that *the change from one process to another will overwrite and delete all previous inmate record submissions.*

- **Direct File Upload:** The direct file upload function allows you to submit inmate database records in a single ASCII-formatted file directly into GMS. File uploads must contain the mandatory data fields in the required format. File uploads that do not include the necessary information will be considered incomplete and not eligible SCAAP funding. The SCAAP system provides you with an opportunity to correct files or add missing data prior to finalizing the application.
- **Direct Data Entry:** The direct data entry function allows you to manually enter inmate data directly into an online inmate data template, instead of creating a separate ASCII file. This approach may be best suited for jurisdictions with smaller facilities or small criminal alien populations. Drop-down menus are provided for selecting incarceration dates, date of birth, and country of birth (complete country names are listed).

During the file upload process, a red flashing bar will appear at the bottom of the applicant screen. This bar will continue to flash until the inmate file upload is complete. Upon completion of the inmate file upload, SCAAP GMS will provide the applicant with a "File Upload Status Report." This report will list the number of inmate records in the upload and the number of inmate records that are complete. In addition, the report will provide a detailed list of inmate records (by file number) that are incomplete or have data format errors and the nature of the error. Print this file upload status report for your records. If during the file upload process, your Internet browser times out or is disconnected, your inmate file upload may not be complete. It is important that you check the "File Upload Status Report" and verify that all of your inmate records have been uploaded.

When initiating a file upload, there is an approximate 10 second start-up delay. Once the file upload has actually begun, the estimated times for file uploads: 300 inmate records = less than 1 minute; 7,800 inmate records = 3 minutes; 54,600 inmate records = 15 minutes.

Technical System Requirements

Internet access is required to apply for SCAAP funding. Generally, Netscape Communicator 4.7 and Internet Explorer 5.5 are the earliest versions of the respective Internet browsers that may be used for successful SCAAP application system access. Contact your agency network administrator to determine if an internal firewall or agency Internet security system may be preventing direct access to the application system, or contact the GMS Help Desk for information regarding correct port settings. If you are a prior SCAAP user, the browser bookmark may not work properly and an attempt to access the SCAAP application site may generate a message advising that the "page cannot be displayed." Delete the bookmark and manually type the URL into the browser address line.

Internet User Accounts

Government officials from the applying jurisdictions must establish the OJP GMS user accounts for SCAAP. Non-government officials may not establish user accounts on behalf of applying jurisdictions. When establishing a user account, sheriffs or chiefs of police are not considered CEOs, but they may serve as the contact persons establishing the SCAAP user accounts on behalf of the CEOs. All applications must be filed in the name of the state or unit of government and must include the jurisdiction's CEO's name, official title, and e-mail address.

Application Resubmissions

BJA may return a submitted application with incomplete or inaccurate data to the applicant for corrections, and will notify both the CEO and the SCAAP contact, via the e-mail address of record, that their application needs to be corrected and resubmitted by a certain date to be considered for SCAAP funding.

AI-41316

4. h. 2.

Commissioners Court

Meeting Date: 04/04/2016

Xerox Service Agreement and Change Order #1

Submitted By: Michelle Patrick

Department: District Clerk

Request Type: CONSENT

Agenda Area: Miscellaneous

Information

Department Action

The District Clerk is requesting approval for the following: 1) Approve Xerox Service Agreement for any services required throughout the term of the contract. 2) Approve Change Order No. 1 in the amount of \$2,500.00. 3) Approve Xerox Government Systems, LLC as the sole source provider for Xerox software licensing, technical services, annual software support and other services for the software applications listed in the attached Sole Source letter provided by Xerox.

Purchasing Department Action

Request Commissioners' Court consideration and any action regarding Jury Management System for existing Agile Jury (Xerox Government Systems) software for the following: 1) Approve Xerox Government Systems, LLC as the sole source provider (per attached letter) and further allow exemption from the competitive bid process in accordance with V.T.C.A. Local Government Code 262.024 (a) (7) (A), 2) Approve attached Xerox Service Agreement between Collin County and Xerox Government Systems, for any services required throughout the term of the contract, 3) Approve attached Change Order No. 1 in the amount of \$2,500.00. and authorize Purchasing Agent to execute same. cw

HR and/or IT Action

Budget Department Action

Budgeted Funds available to cover Change Order No. 1 in project T06115.

Auditor's Office Action

Funds available in the General Fund.

Commissioners Court

Declare Xerox Government Systems, LLC as the sole source provider and grant an exemption from the competitive bid process per V.T.C.A. Local Government Code 262.024(a)(7)(A) for the Jury Management System, approve the Xerox Service Agreement for any services required throughout the term of the contract, approve Change Order No. 1 in the amount of \$2,500 and further authorize the Purchasing Agent to finalize and execute same, District Clerk.

Budget Information

Information about available funds

Budgeted: Funds Available: Adjustment: Amount Available: 2,500
Unbudgeted: Funds NOT Available: Amendment:

Account Code(s) for Available Funds

1: 001-0619-414.90-04/T06115

Fund Transfers

Remarks:

Attachments

Draft Court Order

Memo

Agreement

Xerox Change Order No. 1

Xerox-Sole Source Letter

Sole Source Memo

1295 Form

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: Sole Source, Jury Management System, Xerox Government Systems, LLC – District Clerk

On **April 4, 2016**, the Commissioners Court of Collin County, Texas, met in **regular session** with the following members present and participating, to wit:

**Keith Self
Susan Fletcher
Cheryl Williams
Chris Hill
Duncan Webb**

**County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4**

During such session the court considered a request for approval to declare Xerox Government Systems, LLC as the sole source provider and grant an exemption from the competitive bid process per V.T.C.A. Local Government Code 262.024(a)(7)(A).

Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval to declare Xerox Government Systems, LLC as the sole source provider and grant an exemption from the competitive bid process per V.T.C.A. Local Government Code 262.024(a)(7)(A) for the Jury Management System, approve the Xerox Service Agreement for any services required throughout the term of the contract, approve Change Order No. 1 in the amount of \$2,500 and further authorize the Purchasing Agent to finalize and execute same. Same is hereby approved in accordance with the attached documentation.

Keith Self, County Judge

Susan Fletcher, Commissioner, Pct. 1

Cheryl Williams, Commissioner, Pct. 2

Chris Hill, Commissioner, Pct. 3

ATTEST:

Duncan Webb, Commissioner, Pct. 4

**Stacey Kemp, Ex-Officio Clerk
Commissioners' Court
Collin County, T E X A S**



COLLIN COUNTY

Yoon Kim
District Clerk
2100 Bloomdale Rd
Suite 12132
McKinney, Texas 75071
972-548-4320 or
972-424-1460 Ext 4320 (Metro)

Date: March 7, 2016
Subject: Xerox Services Agreement and Change Order No. 1
To: Collin County Commissioners Court
From: Yoon Kim
District Clerk

The District Clerk is requesting approval for the following: 1) Approve Xerox Service Agreement for any services required throughout the term of the contract. 2) Approve Change Order No. 1 in the amount of \$2,500.00. 3) Approve Xerox Government Systems, LLC as the sole source provider for Xerox software licensing, technical services, annual software support and other services for the software applications listed in the attached Sole Source letter provided by Xerox.

SERVICE AGREEMENT

THIS AGREEMENT for information technology services (hereafter the "Agreement") is entered into this 1st day of April , 2016 (hereafter the "Effective Date") by and between Collin County, Texas, with offices located at 2300 Bloomdale Road, Suite 3160, McKinney, Texas 75071 (hereafter referred to as the "Client"), and Xerox Government Systems, LLC, a Delaware limited liability company, with its principal place of business located at 2025 Leestown Rd., Suite A-1 Lexington KY 40511 (hereafter "Xerox" or "Contractor"), referred to individually as Party and collectively as Parties.

In consideration of the mutual promises and covenants contained herein the Parties hereto agree as follows:

1.0 Scope of Services

In consideration for the payments described in Section 2.0 hereof, Xerox will provide Client with the services described in each negotiated and fully executed Xerox Change Order. A sample Xerox Change Order is annexed hereto as Exhibit A.

2.0 Compensation and Payment Provisions

Client shall make payments to Contractor for the services provided in the amount set forth in each Xerox Change Order. A sample Xerox Change Order is attached hereto as Exhibit A – Xerox Change Order. Client Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.

3.0 Term

The term of this Agreement (the "Term") will begin April 1, 2016 and end no later than September 30, 2018, unless earlier terminated or renewed in accordance with the provisions of this Agreement. Customer shall, at the end of the Term, have the option to extend the Agreement for two consecutive one-year periods.

4.0 Termination

4.1 Default by Xerox: If Xerox defaults in the performance of any material obligation under this Agreement for a period of forty-five (45) days after the sending of notice to the address on this Agreement that it is in default, Client may, at its option, terminate the Agreement by delivering written notice to Xerox at the address in this document, and paying Xerox all sums due under this Agreement to the initial date of the default. Upon termination or cancellation of this Agreement, all software, and other Xerox-owned material will promptly be returned to Xerox.

4.2 Default by Client: If Client defaults in the performance of any material obligations under this Agreement for a period of forty-five (45) days after receiving notice of default from Xerox, Xerox may, at its option, terminate the Agreement at the end of that period. Xerox may terminate this Agreement by delivering written notice of termination to

Client. Upon termination of this Agreement, all equipment, software, and other Xerox-owned material will promptly be returned to Xerox.

4.3 Payment by Client: In the event of termination pursuant to this section, Client shall equitably compensate Xerox for all services performed in accordance with the Agreement up to the effective termination date.

5.0 Warranty

Xerox warrants that the services provided hereunder will be performed in a professional and workmanlike manner. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.0 Assignment

The rights and obligations of each Party under this Agreement will not be assignable without the prior written consent of the other Party to this Agreement, and any attempt to assign them without such consent will be void. Notwithstanding the foregoing, Xerox may assign this Agreement to its successors by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets.

7.0 Applicable Law

This Agreement shall be governed by and construed in accordance with the applicable laws of the State of Texas and Venue to Collin County, Texas.

8.0 Modification

This Agreement may only be modified by a written documentation signed by both Parties.

9.0 Limitation of Liability

EXCEPT FOR SERVICE FEES AND AMOUNTS EXPRESSLY DUE AND PAYABLE TO CONTRACTOR HEREUNDER, IN NO EVENT SHALL EITHER PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY HEREUNDER FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING TWENTY FIVE PERCENT (25%) OF THE FEES AND CHARGES PAID TO CONTRACTOR DURING THE PRECEDING TWELVE MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL EITHER PARTY TO THIS AGREEMENT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY. THIS LIMITATION SHALL APPLY EVEN IF SUCH A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

10.0 Notices

All notices, requests for payment, or other communications arising hereunder shall be sent to the following:

Notices to Client:

COLLIN COUNTY
2300 Bloomdale Road
Suite 3160
McKinney, Texas 75071

Notices to Xerox:

Xerox Government Systems, LLC
2025 Leestown Rd., Suite A-1
Lexington KY 40511
Attn.: Shayne Boyd

With copies to:

Xerox Government Systems, LLC
8260 Willow Oaks Corporate Drive
Fairfax, VA 22031
Attn.: Contracts (LGS/Justice Solutions)

11.0 Integration

This Agreement, the attached exhibits, and any Software License Agreement executed by and between the Parties with respect to the subject matter described herein, constitute the entire agreement between the Parties. No agreements, representations, or warranties other than those specifically included in this Agreement and the attached exhibits shall be binding on either of the Parties. In case of a conflict between the terms of this Agreement and any attached exhibit, the terms of this Agreement shall prevail.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

Collin County, Texas

Xerox Government Systems, LLC

By: _____

By:  _____

Name: _____

Name: Louis Schiavone, Jr., VP

Date: _____

Date: March 7, 2016

Exhibit A
Xerox Change Order

| | | | |
|--------------------------------|-------------|---------------|---------------------|
| Contract Being Amended: | | | |
| Client: | | | |
| Title: | | | |
| Date: | | | |
| Requested by: | Client Name | Organization: | Client Organization |

Proposed Change Description

Additional Services Provided under this Change Order

Justification

Affected Requirements

Impact on Cost

Impact on Schedule

Other Terms and Conditions

Payment Terms

Xerox will provide the fixed services as described in the Change Order, for the Fixed Price Services Fee of \$XXX exclusive of travel and living expenses (the "Fixed Price Services Fee").

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

Any changes that result in an increase of Xerox obligations under this Change Order will require an upward adjustment of the Fixed Price Services Fee.

Change Order Services Fee

Client will pay Xerox the Fixed Price Services Fee according to the following Schedule:

| Milestone # | Milestone Description | Acceptance Criteria | Milestone Amount |
|-------------|-----------------------|---------------------|------------------|
| 1 | | | |
| 2 | | | |

Change Order Approvals

BOTH parties must sign for this Change Order to be approved. Work on this Change Order may commence after the date of the last signature.

Xerox Government Systems, LLC

Client

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

Xerox Change Order

| | | | |
|--------------------------------|---------------------------------------|----------------------|----------------------------|
| Contract Being Amended: | Service Agreement Dated April 1, 2016 | | |
| Client: | Collin County, Texas | | |
| Title: | eJuror Wording Changes | Change Order #1 | |
| Date: | April 1, 2016 | | |
| Requested by: | Client Name | Organization: | Client Organization |
| Jessi Fisher | Collin County, Tx. | | |

Proposed Change Description

Change in language from paragraph 2 (highlighted in yellow), as well as, the separation of the “fill in the blank” sections. We’ve also removed the “First Three Letters or Your Last Name” section.

Login

Welcome to the Collin County, Texas eJuror System. This online tool is used to qualify you for jury service. Once you have completed all of the questions, you may ask that your date of service be postponed, or you may ask to be excused or disqualified from jury service within set reasons provided by law.

If you need proof of service for an employer, you may also obtain a letter here. If you need assistance with your log in, please contact Collin County Jury Services at 972-548-4315.

To log in, please enter your Juror ID OR Driver’s License number AND your date of birth. Do Not use the back and forward arrows/buttons on the top of your screen or you will be logged out. When available, use only the Back or Next buttons on the bottom of the screen to navigate the site.

Juror ID OR Driver’s License

AND

Date of Birth
(enter as MM-DD-YYYY) •

Additional Services Provided under this Change Order

None

Justification

This is a client request

Affected Requirements

None

Impact on Cost

Cost described below

Impact on Schedule

None

Other Terms and Conditions

None

Payment Terms

Xerox will provide the fixed services as described in the Change Order, for the Fixed Price Services Fee of \$2,500.00 exclusive of travel and living expenses (the "Fixed Price Services Fee").

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

Any changes that result in an increase of Xerox obligations under this Change Order will require an upward adjustment of the Fixed Price Services Fee.

Change Order Services Fee

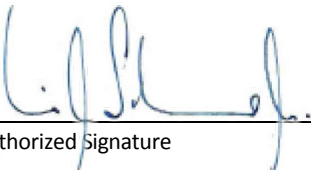
Client will pay Xerox the Fixed Price Services Fee according to the following Schedule:

| Milestone # | Milestone Description | Acceptance Criteria | Milestone Amount |
|-------------|------------------------------|---|------------------|
| 1 | Delivery of updated eJuror | Delivery | \$2,000.00 |
| 2 | Acceptance of updated eJuror | Acceptance – product is deemed accepted 30 days after delivery, unless Xerox is notified by client. | \$500.00 |

Change Order Approvals

BOTH parties must sign for this Change Order to be approved. Work on this Change Order may commence after the date of the last signature.

Xerox Government Systems, LLC



Authorized Signature

Louis Schiavone, Jr.

Printed Name

Vice President

Title

March 7, 2016

Date

Client

Authorized Signature

Printed Name

Title

Date



March 3, 2016

COLLIN COUNTY
2300 Bloomdale Road
Suite 3160
McKinney, Texas 75071

Re: Support for Xerox Software

Dear Ms. Wilkerson:

In reference to service provided to Collin County, Texas, please be advised that Xerox Government Systems, LLC ("Xerox") is the sole owner of the following software applications:

- AgileJury
- AgileJury eJuror
- AgileJury IVR
- Juror Management System (JMS)
- JMS eJuror
- JMS IVR

Xerox is the only vendor from which Collin County can purchase additional technical service, software licenses or obtain annual software support and other services for these software applications.

If you have any questions, please do not hesitate to contact me at 859-550-2599.

Sincerely,

A handwritten signature in black ink, appearing to read "David C. Jacobs". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

David C. Jacobs
Account Manager, Justice Solutions
Xerox State & Local Solutions, Inc.



COLLIN COUNTY

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

TO: Judge Keith Self
Commissioner Duncan Webb
Commissioner Chris Hill
Commissioner Cheryl Williams
Commissioner Susan Fletcher
Bill Bilyeu

From: Michalyn Rains, Purchasing Agent

Date: March 21, 2016

Re: Sole Source Provider

The V.T.C.S. Local Government Code, Chapter 262, Section 262.024 (a) (7) (A – D) provides that Commissioners' Court may by order grant an exemption from competitive bidding requirements by accepting a statement of the existence of only one source from the Purchasing Agent and, if approved, enter into its Minutes the results of the vote taken.

Accordingly, I am certifying Xerox Government Systems, LLC ("Xerox") to be the sole source provider for Xerox software licensing, technical service, annual software support and other services for the software applications listed in the attached letter.

Collin County purchased AgileJury Software in 2014 per Court Order No. 2014-023-01-13.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Xerox Government Systems, LLC
 Lexington , KY United States

Certificate Number:
 2016-25718

Date Filed:
 03/14/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Collin Co. Tx. Jury Administration Office

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.


AGR No. 2016-183, Jury Managem
 Software Services

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|------------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
| | Xerox Business Services, LLC | Dallas, TX United States | | X |
| | Xerox Corporation, | Norwalk, CT United States | X | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

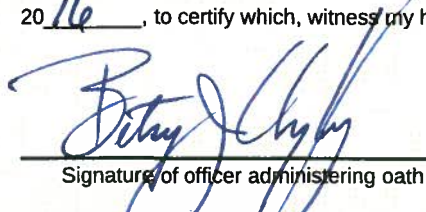
I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said LOUIS SCHIAVONE, JR., VP, this the 14th day of March, 2016, to certify which, witness my hand and seal of office.



 Signature of officer administering oath

Betsy J. Chapley
 Notary Public
 Kentucky - State at Large
 My Commission expires Mar. 7, 2018

Printed name of officer administering oath

Title of officer administering oath

AI-41377

4. h. 3.

Commissioners Court

Meeting Date: 04/04/2016

Redesignation of Private Road 5632 as Laguna Dr

Submitted By: Ramona Luster

Department: GIS/Rural Addressing

Request Type: CONSENT

Agenda Area: Miscellaneous

Information

Department Action

Request redesignation of Private Road 5632 as Laguna Dr with address updates, per petition by the property owners

Purchasing Department Action

No action by Purchasing.

HR and/or IT Action

Budget Department Action

No action by Budget.

Auditor's Office Action

No action required by Auditor.

Commissioners Court

Re-designation of Private Road 5632 to Laguna Dr (with associated address updates), GIS/Rural Addressing.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Adjustment:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Remarks:

Attachments

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: Rename Private Road 5632 – GIS/Rural Addressing

On **April 4, 2016**, the Commissioners Court of Collin County, Texas, met in **regular session** with the following members present and participating, to wit:

**Keith Self
Susan Fletcher
Cheryl Williams
Chris Hill
Duncan Webb**

**County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4**

During such session the court considered a request for approval to rename a Private Road.

Thereupon, a motion was made, seconded and carried with a majority vote of the court to accept the renaming of Private Road 5632 to Laguna Dr (Map Page 14J3) with associated address updates. Same is hereby approved in accordance with the attached documentation.

Keith Self, County Judge

Susan Fletcher, Commissioner, Pct. 1

Cheryl Williams, Commissioner, Pct. 2

Chris Hill, Commissioner, Pct. 3

Duncan Webb, Commissioner, Pct. 4

ATTEST:

**Stacey Kemp, Ex-Officio Clerk
Commissioners' Court
Collin County, T E X A S**



COLLIN COUNTY

GIS/ Rural Addressing
2300 Bloomdale Rd
Suite 3198
McKinney, Texas 75071
www.collincountytx.gov

To: Judge Keith Self
Commissioner Susan Fletcher
Commissioner Cheryl Williams
Commissioner Chris Hill
Commissioner Duncan Webb
Bill Bilyeu

From: Ramona Luster, GIS \ 9-1-1 Addressing Coordinator

Date: April 4, 2016

Re: Redesignation of Private Road 5632 as Laguna Dr with address updates, per petition by the property owners

Pursuant to the Collin County Road Designation Policy, Court Order No. 93-808-07-12 Section B, the adjoining property owners have petitioned the Court, the residents have been informed of this petition, and I respectfully request the following Private Road designation and associated address updates be approved by Commissioners Court:

Redesignate Private Road 5632 as Laguna Dr Map page 14J3

The address changes on the William Sanders survey Abstract 867, Sheet 2 will be:

| | |
|---|------------------------------|
| From 1618 Milrany Ln / 3434 Private Road 5632 | to 3434 Laguna Dr (Tract 93) |
| 1620 Milrany Ln / 3433 Private Road 5632 | to 3433 Laguna Dr (Tract 23) |

cc: Caren Skipworth, Tim Nolan

Attachments

RL



COLLIN COUNTY

GIS / Rural Addressing Office
2300 Bloomdale Rd
Suite 3198
McKinney, Texas 75071
www.collincountytx.gov

PRIVATE ROAD NAME PETITION

Date: 03/18/2016

We the undersigned property owners adjoining Private Road 5632 request the Collin County Commissioners Court approve this private road be redesignated as Laguna Drive.

| PRINTED NAME | SIGNATURE |
|----------------------------------|--------------------------------------|
| 1) <u>John P. Cave</u> | 1) <u><i>John P. Cave</i></u> |
| 2) <u>Shirlee Cave</u> | 2) <u><i>Shirlee Cave</i></u> |
| 3) <u>Greg S. Cave</u> | 3) <u><i>Greg S. Cave</i></u> |
| 4) <u>Duane A. Ransdell-Cave</u> | 4) <u><i>Duane Ransdell-Cave</i></u> |
| 5) _____ | 5) _____ |
| 6) _____ | 6) _____ |
| 7) _____ | 7) _____ |
| 8) _____ | 8) _____ |
| 9) _____ | 9) _____ |
| 10) _____ | 10) _____ |
| 11) _____ | 11) _____ |
| 12) _____ | 12) _____ |
| 13) _____ | 13) _____ |
| 14) _____ | 14) _____ |
| 15) _____ | 15) _____ |

Use additional sheets if required.

Please collect the signatures of all property owners adjoining this private road.

| | | |
|------------|---------------------------------------|--------------------------|
| Return to: | Collin County Rural Addressing Office | 972-548-4797 (Office) |
| | 2300 Bloomdale Rd, Suite 3198 | 214-491-4869 (Fax) |
| | McKinney, TX 75071 | gisra@collincountytx.gov |



COLLIN COUNTY

GIS / Rural Addressing Office
2300 Bloomdale Rd, Suite 3198
McKinney, Texas 75071
www.collincountytexas.gov

March 22, 2016

GREG CAVE
1618 MILRANY LN
MELISSA, TX 75454

Dear Collin County Property Owner:

The Collin County Rural Addressing Office is standardizing emergency addressing, to ensure that there will not be a delay of emergency service to your residence.

The signed petition to rename Private Road 5624 as Old Rooster Cir was received.

The addressing recommendations listed below will be made to the Collin County Commissioners Court by the 9-1-1 Rural Addressing office at the public session on April 4, 2016, which you are welcome to attend. The scheduled court date is subject to change – for the latest agenda notice go to:

http://public1.co.collin.tx.us/public_notices/Lists/Public%20Meetings/Calendar.aspx

Upon approval by the Commissioners Court to rename Private Road 5632 to Laguna Dr, two 9-1-1 addresses on the William Sanders survey, Abstract 867, Sheet 2 will change:

| | |
|---|-------------------------------------|
| from 1618 Milrany Ln / 3434 Private Road 5632 | to 3434 LAGUNA DR (Tract 93) |
| 1620 Milrany Ln / 3433 Private Road 5632 | 3433 LAGUNA DR (Tract 23) |
| | MELISSA, TX 75454 |

Please don't make any changes yet – in the week after approval by Commissioners Court, a final 9-1-1 address correction approval letter will be sent to you, your emergency service dispatcher, your post office, and the Collin Central Appraisal District.

The County will then install one (1) blue and white metal road sign with post – contact information will be included in the 9-1-1 address correction approval letter.

Property deeds are not affected by a change in address – even though the deed may reference a physical address, the legal description is the permanent property identifier. This office will provide an address verification letter at no charge, if ever needed in the future.

If you have any questions concerning this address, please call the GIS/9-1-1 Rural Addressing office at 972-548-4797.

Sincerely,

Ramona Luster
9-1-1 Addressing Coordinator, Collin County
972-548-4797 (Office)
214-491-4869 (Fax)
rluster@co.collin.tx.us
<http://gismaps.collincountytexas.gov/main.html>



COLLIN COUNTY

GIS / Rural Addressing Office
2300 Bloomdale Rd, Suite 3198
McKinney, Texas 75071
www.collincountytx.gov

March 22, 2016

JOHN CAVE
1630 MILRANY LN
MELISSA, TX 75454

Dear Collin County Property Owner:

The Collin County Rural Addressing Office is standardizing emergency addressing, to ensure that there will not be a delay of emergency service to your residence.

The signed petition to rename Private Road 5624 as Old Rooster Cir was received.

The addressing recommendations listed below will be made to the Collin County Commissioners Court by the 9-1-1 Rural Addressing office at the public session on April 4, 2016, which you are welcome to attend. The scheduled court date is subject to change – for the latest agenda notice go to:

http://public1.co.collin.tx.us/public_notices/Lists/Public%20Meetings/Calendar.aspx

Upon approval by the Commissioners Court to rename Private Road 5632 to Laguna Dr, two 9-1-1 addresses on the William Sanders survey, Abstract 867, Sheet 2 will change:

| | |
|---|-------------------------------------|
| from 1618 Milrany Ln / 3434 Private Road 5632 | to 3434 LAGUNA DR (Tract 93) |
| 1620 Milrany Ln / 3433 Private Road 5632 | 3433 LAGUNA DR (Tract 23) |
| | MELISSA, TX 75454 |

Please don't make any changes yet – in the week after approval by Commissioners Court, a final 9-1-1 address correction approval letter will be sent to you, your emergency service dispatcher, your post office, and the Collin Central Appraisal District.

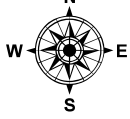
The County will then install one (1) blue and white metal road sign with post – contact information will be included in the 9-1-1 address correction approval letter.

Property deeds are not affected by a change in address – even though the deed may reference a physical address, the legal description is the permanent property identifier. This office will provide an address verification letter at no charge, if ever needed in the future.

If you have any questions concerning this address, please call the GIS/9-1-1 Rural Addressing office at 972-548-4797.

Sincerely,

Ramona Luster
9-1-1 Addressing Coordinator, Collin County
972-548-4797 (Office)
214-491-4869 (Fax)
rluster@co.collin.tx.us
<http://gismaps.collincountytx.gov/main.html>



Legend

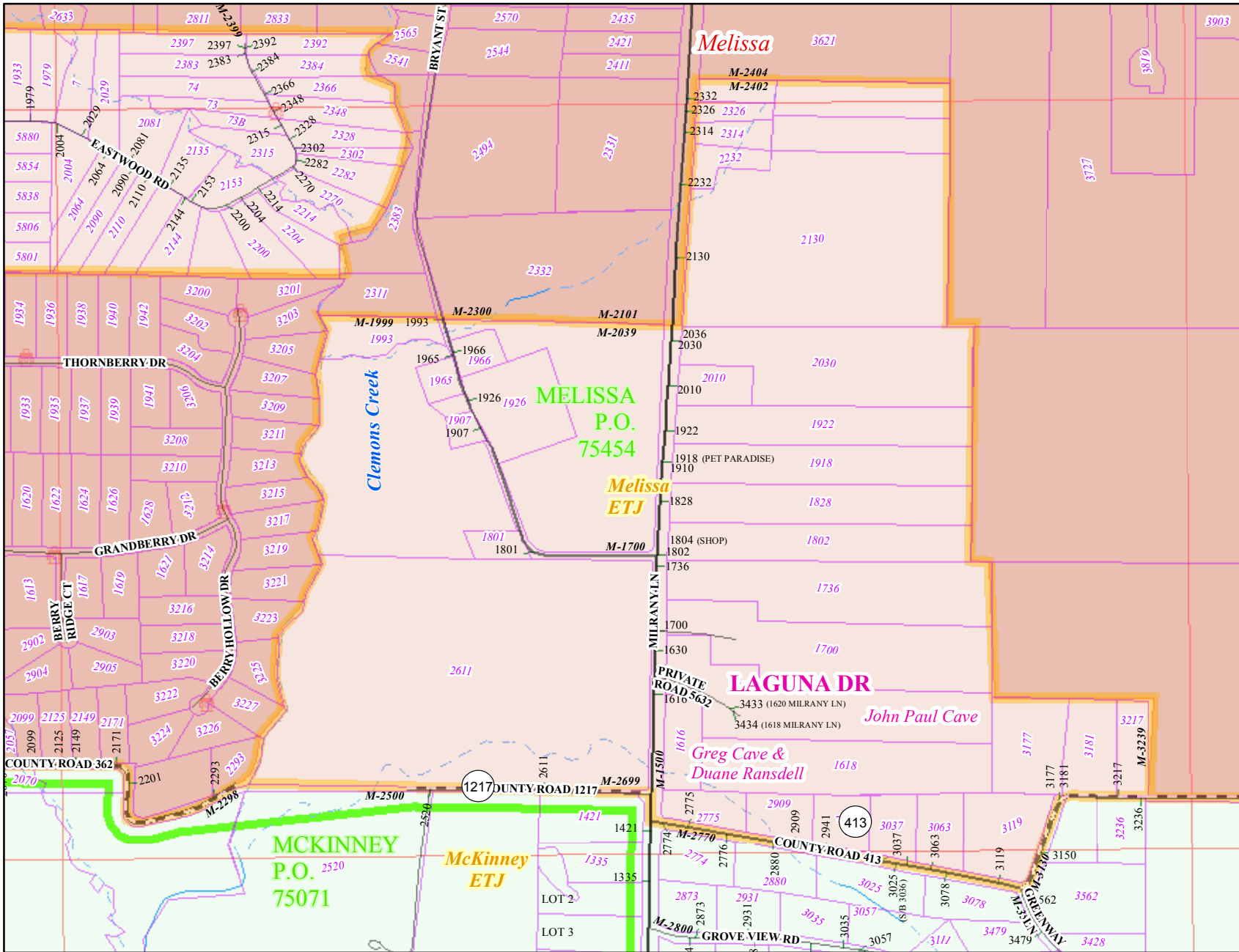
- Map Boundary
- Asphalt/Concrete
- Rock
- Dirt
- Private/Urban
- County Line
- Rail
- CCAD Parcel
- M-1400*
Rural MSAG
- Zip Code
- City ETJ
- Fire Hydrant



IT/GIS

Road Shields

- Interstate
- US Hwy
- State Hwy
- Business/Spur
- Farm to Market
- County Road

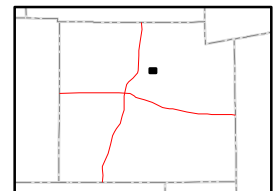
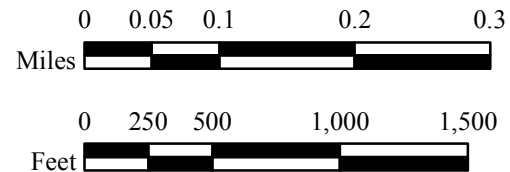


| | | |
|------|------|------|
| 14H1 | 14J4 | 14J1 |
| 14H2 | 14J3 | 14J2 |
| 13H1 | 13J4 | 13J1 |

This map is a graphic representation of Collin County and should only be used for illustrative purposes. In no way should this map be used to settle any boundary dispute or locational conflict.

**Collin County
Road Atlas
14J3**

March 22, 2016



AI-41375

4. h. 4.

Commissioners Court

Meeting Date: 04/04/2016

Redesignation of Private Road Bear Branch as Gracebridge

Submitted By: Ramona Luster

Department: GIS/Rural Addressing

Request Type: CONSENT

Agenda Area: Miscellaneous

Information

Department Action

Request redesignation of Private Road Bear Branch as Gracebridge, per petition by the property owner. No existing addresses are affected.

Purchasing Department Action

No action by Purchasing.

HR and/or IT Action

Budget Department Action

No action by Budget.

Auditor's Office Action

No action required by Auditor.

Commissioners Court

Re-designation of Private Road Bear Branch to Gracebridge (with no associated address updates), GIS/Rural Addressing.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Adjustment:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Remarks:

Attachments

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: Rename Private Road Bear Branch – GIS/Rural Addressing

On **April 4, 2016**, the Commissioners Court of Collin County, Texas, met in **regular session** with the following members present and participating, to wit:

**Keith Self
Susan Fletcher
Cheryl Williams
Chris Hill
Duncan Webb**

**County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4**

During such session the court considered a request for approval to rename a Private Road.

Thereupon, a motion was made, seconded and carried with a majority vote of the court to accept the renaming of Private Road Bear Branch to Gracebridge (Map Page 19F4) with no associated address updates. Same is hereby approved in accordance with the attached documentation.

Keith Self, County Judge

Susan Fletcher, Commissioner, Pct. 1

Cheryl Williams, Commissioner, Pct. 2

Chris Hill, Commissioner, Pct. 3

Duncan Webb, Commissioner, Pct. 4

ATTEST:

**Stacey Kemp, Ex-Officio Clerk
Commissioners' Court
Collin County, T E X A S**



COLLIN COUNTY

GIS/ Rural Addressing
2300 Bloomdale Rd
Suite 3198
McKinney, Texas 75071
www.collincountytx.gov

To: Judge Keith Self
Commissioner Susan Fletcher
Commissioner Cheryl Williams
Commissioner Chris Hill
Commissioner Duncan Webb
Bill Bilyeu

From: Ramona Luster, GIS \ 9-1-1 Addressing Coordinator

Date: April 4, 2016

Re: Redesignation of Private Road Bear Branch as Gracebridge, per petition by the property owner

Pursuant to the Collin County Road Designation Policy, Court Order No. 93-808-07-12 Section B, the adjoining property owners have petitioned the Court and I respectfully request the following Private Road designation be approved by Commissioners Court:

Redesignate Bear Branch as Gracebridge Map page 19F4

There are no addresses assigned yet for the properties at The Hills of Lone Star #5 Bear Branch.

cc: Caren Skipworth, Tim Nolan

Attachments

RL



COLLIN COUNTY

GIS / Rural Addressing Office
2300 Bloomdale Rd, Suite 3198
McKinney, Texas 75071
972-548-4588
www.collincountytx.gov

PRIVATE ROAD (PENDING COUNTY ROAD) NAME PETITION*

Date: 03/14/16

We the undersigned property owners adjoining Private Road/Pending County Road Bear Branch request the Collin County Commissioners' Court approve this Private Road/Pending County Road be re-designated as Gracebridge.

| <u>PRINTED NAME</u> | <u>SIGNATURE</u> |
|---|---|
| 1) <u>C. Kent Adams dba Lone Star Partners</u> (Owner of Lot BB-1, Phase 5/Bear Branch, The Hills of Lone Star) | 1)  |
| 2) <u>C. Kent Adams dba Lone Star Partners</u> (Owner of Lot BB-2, Phase 5/Bear Branch, The Hills of Lone Star) | 2)  |
| 3) <u>C. Kent Adams dba Lone Star Partners</u> (Owner of Lot BB-3, Phase 5/Bear Branch, The Hills of Lone Star) | 3)  |
| 4) <u>C. Kent Adams dba Lone Star Partners</u> (Owner of Lot BB-4, Phase 5/Bear Branch, The Hills of Lone Star) | 4)  |

Use additional sheets if required.

Please return to: Collin County Rural Addressing Office
2300 Bloomdale Rd, Suite 3198
McKinney, TX 75071
972-548-4797 (Office)
214-491-4869 (Fax)

Note: This petition must contain signatures of all (100%) the property owners adjoining this private road.

* The road for which this name change is requested is a road platted as part of Phase 5/Bear Branch, The Hills of Lone Star, an Addition of Collin County, Texas, as approved by the Collin County Commissioners' Court and filed of record at Vol. 2016, Page 105, of the Map and Plat Records of Collin County, Texas. Upon completion of the road per Collin County requirements and acceptance of the road, after the required maintenance bond period, it is contemplated that this road will be designated as a County Road.



COLLIN COUNTY

GIS / Rural Addressing Office
2300 Bloomdale Rd, Suite 3198
McKinney, Texas 75071
www.collincountytx.gov

March 22, 2016

LONE STAR PARTNERS – C KENT ADAMS
2160 LONE STAR RD
CELINA, TX 75009

Dear Collin County Property Owner:

The Collin County Rural Addressing Office is standardizing emergency addressing, to ensure that there will not be a delay of emergency service to your residence.

The signed petition to rename Private Road Bear Branch as Gracebridge was received.

The addressing recommendations listed below will be made to the Collin County Commissioners Court by the 9-1-1 Rural Addressing office at the public session on April 4, 2016, which you are welcome to attend. The scheduled court date is subject to change – for the latest agenda notice go to:

http://public1.co.collin.tx.us/public_notices/Lists/Public%20Meetings/Calendar.aspx

Upon approval by the Commissioners Court to rename Private Road Bear Branch to Gracebridge, the property addressing will change:

from BEAR BRANCH to **GRACEBRIDGE**
CELINA, TX 75009

Please don't make any changes yet – in the week after approval by Commissioners Court, a final 9-1-1 address correction approval letter will be sent to you, your emergency service dispatcher, your post office, and the Collin Central Appraisal District.

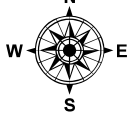
The County will then install one (1) blue and white metal road sign with post – contact information will be included in the 9-1-1 address correction approval letter.

Property deeds are not affected by a change in address – even though the deed may reference a physical address, the legal description is the permanent property identifier. This office will provide an address verification letter at no charge, if ever needed in the future.

If you have any questions concerning this address, please call the GIS/9-1-1 Rural Addressing office at 972-548-4797.

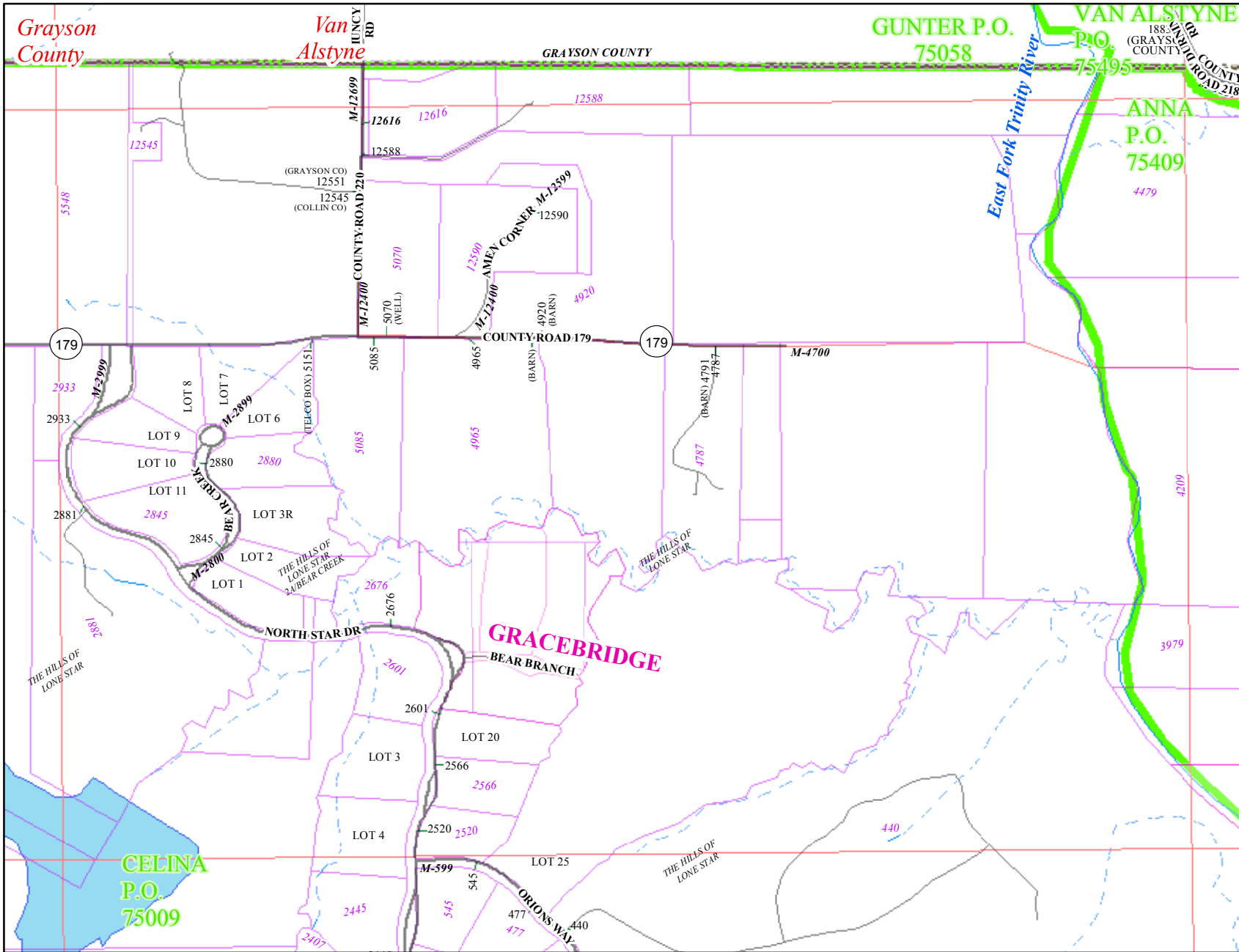
Sincerely,

Ramona Luster
9-1-1 Addressing Coordinator, Collin County
972-548-4797 (Office)
214-491-4869 (Fax)
rluster@co.collin.tx.us
<http://gismaps.collincountytx.gov/main.html>



Legend

- Map Boundary
- Asphalt/Concrete
- Rock
- Dirt
- Private/Urban
- County Line
- Rail
- CCAD Parcel
- M-1400 Rural MSAG
- Zip Code
- City ETJ
- Fire Hydrant



IT/GIS

Road Shields

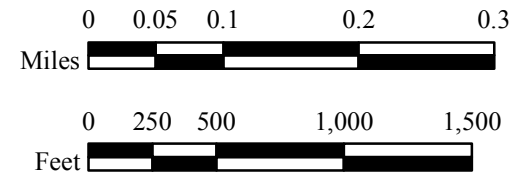
- Interstate
- US Hwy
- State Hwy
- Business/Spur
- Farm to Market
- County Road

| | | |
|------|------|------|
| 20E2 | 20F3 | 20F2 |
| 19E1 | 19F4 | 19F1 |
| 19E2 | 19F3 | 19F2 |

This map is a graphic representation of Collin County and should only be used for illustrative purposes. In no way should this map be used to settle any boundary dispute or locational conflict.

Collin County Road Atlas 19F4

March 22, 2016



AI-41389

4. h. 5.

Commissioners Court

Meeting Date: 04/04/2016

Personnel Appointments

Submitted For: Cynthia Jacobson

Submitted By: Georgia
Shepherd

Department: Human Resources

Request Type: CONSENT

Agenda Area: Miscellaneous

Information

Department Action

Personnel Appointments, Human Resources.

Purchasing Department Action

HR and/or IT Action

Budget Department Action

Auditor's Office Action

Commissioners Court

Personnel Appointments, Human Resources.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Adjustment:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Draft Court Order

Personnel Appointments

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: New Appointments – Human Resources

On **April 4, 2016**, the Commissioners Court of Collin County, Texas, met in **regular session** with the following members present and participating, to wit:

**Keith Self
Susan Fletcher
Cheryl Williams
Chris Hill
Duncan Webb**

**County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4**

During such session the court considered the appointment of new hires for the period ending **April 4, 2016.**

Thereupon, a motion was made, seconded and carried with a majority vote of the court that the attached list of appointments be approved in accordance with the recommendation of the Director of Human Resources.

Keith Self, County Judge

Susan Fletcher, Commissioner, Pct. 1

Cheryl Williams, Commissioner, Pct. 2

Chris Hill, Commissioner, Pct. 3

Duncan Webb, Commissioner, Pct. 4

ATTEST:

**Stacey Kemp, Ex-Officio Clerk
Commissioners' Court
Collin County, T E X A S**

**COMMISSIONERS' COURT
HUMAN RESOURCES-APPOINTMENTS
April 04, 2016**

| Name | Department | Dept # | Title | Salary | Grade | % over Min | Effective Date | Notes |
|----------------------|---------------------------|---------------|--------------------------|---------------|--------------|-------------------|-----------------------|-----------------------|
| Christopher Peterson | Sheriff's Office | 5001 | Deputy Sheriff | \$53,024 | 556 | 0% | 4/4/2016 | HR Preapproved |
| Trevor Meyer | Sheriff's Office | 5001 | Deputy Sheriff - Recruit | \$49,477 | 555 | 0% | 3/22/2016 | HR Preapproved |
| John Kemnitz | Sheriff's Office | 5001 | Deputy Sheriff - Recruit | \$49,477 | 555 | 0% | 3/22/2016 | HR Preapproved |
| Craig Carp | Sheriff's Office | 5001 | Deputy Sheriff - Recruit | \$49,477 | 555 | 0% | 3/22/2016 | HR Preapproved |
| Alvin Varughese | Sheriff's Office | 5001 | Deputy Sheriff - Recruit | \$49,477 | 555 | 0% | 3/22/2016 | HR Preapproved |
| Jared Ostrov | Sheriff's Office | 5001 | Deputy Sheriff - Recruit | \$49,477 | 555 | 0% | 3/23/2016 | HR Preapproved |
| Caleb Kilhefner | Jail Operations | 5030 | Detention Officer | \$35,195 | 550 | 0% | 4/4/2016 | HR Preapproved |
| Sharon Brooks | Jail Operations | 5030 | Detention Officer | \$35,195 | 550 | 0% | 3/28/2016 | HR Preapproved |
| Barbara Townsend | Temporary Pool | 1001 | Temporary - SO | \$10 / hour | 703 | n/a | 3/29/2016 | HR Preapproved |
| Kevin Morgan | Road & Bridge Maintenance | 7501 | Truck Driver | \$31,701 | 532 | 0% | 4/4/2016 | HR Preapproved |

AI-41390

4. h. 6.

Commissioners Court

Meeting Date: 04/04/2016

Personnel Changes

Submitted For: Cynthia Jacobson

Submitted By: Georgia Shepherd

Department: Human Resources

Request Type: CONSENT

Agenda Area: Miscellaneous

Information

Department Action

Personnel Changes, Human Resources.

Purchasing Department Action

HR and/or IT Action

Budget Department Action

Auditor's Office Action

Commissioners Court

Personnel Changes, Human Resources.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Adjustment:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Draft Court Order

Personnel Changes

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: Personnel Changes – Human Resources

On **April 4, 2016**, the Commissioners Court of Collin County, Texas, met in **regular session** with the following members present and participating, to wit:

Keith Self
Susan Fletcher
Cheryl Williams
Chris Hill
Duncan Webb

County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4

During such session the court considered various personnel changes for the period ending **April 4, 2016.**

Thereupon, a motion was made, seconded and carried with a majority vote of the court that the attached list of personnel changes be approved in accordance with the recommendation of the Director of Human Resources.

Keith Self, County Judge

Susan Fletcher, Commissioner, Pct. 1

Cheryl Williams, Commissioner, Pct. 2

Chris Hill, Commissioner, Pct. 3

Duncan Webb, Commissioner, Pct. 4

ATTEST:

Stacey Kemp, Ex-Officio Clerk
Commissioners' Court
Collin County, T E X A S

**COMMISSIONERS' COURT
HUMAN RESOURCES-CHANGES
April 04, 2016**

| Name | Current Department | Dept # | Current Title | Crnt Salary | Grade | New Department | Dept # | New Title | New Salary | Grade | Min? | % Chng | Eff Date | Notes |
|----------------------------|----------------------------|---------------|-------------------------|--------------------|--------------|----------------------------|---------------|--------------------------|-------------------|--------------|-------------|---------------|-----------------|---|
| Daniel Escamilla | County Court at Law Clerks | 0820 | Deputy County Clerk II | \$34,285 | 533 | County Court at Law Clerks | 0820 | Deputy County Clerk II | \$34,285 | 533 | YES | 0% | 4/11/2016 | Lateral transfer to position #00300253 |
| Shawn Gant | 429th District Court | 2590 | Court Reporter | \$101,405 | 706 | County Court at Law VII | 2070 | Court Reporter | \$101,405 | 706 | | 0% | 4/11/2016 | Lateral transfer |
| Migdalia Martinez | District Clerk | 2301 | Deputy District Clerk I | \$31,701 | 532 | District Clerk | 2301 | Deputy District Clerk II | \$34,285 | 533 | YES | 8% | 4/11/2016 | Promotion |
| Kimberlyn Benitez Alvarado | District Attorney | 3501 | Legal Secretary II | \$37,808 | 534 | District Attorney | 3501 | Legal Secretary II | \$37,808 | 534 | | 0% | 2/15/2016 | Add supplemental pay in the amount of \$4,280 annually. Approved on 2/8/16 court. Agenda item AI-41133 |

AI-41400

5.

Commissioners Court

Meeting Date: 04/04/2016

Public outreach of limited access roadway study

Submitted By: Nicole Gillespie

Department: Administrative Services

Information

Department Action

Public outreach of limited access roadway study, Engineering.

Purchasing Department Action

HR and/or IT Action

Budget Department Action

Auditor's Office Action

Commissioners Court

Public outreach of limited access roadway study, Engineering.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Adjustment:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Memo

Presentation

Option 1

Option 2

Option 3

Option 4



MEMO

Date: March 30, 2016
To: Commissioners Court
From: Clarence Daugherty, P.E., Director of Engineering
Subject: Outreach Presentation for Limited Access Roadways

We have now included slides in the outreach presentation that have been suggested to us. So these slides are included in this item so that we can discuss them during Commissioners Court and determine one or more presentations for your use. The slides have notes that are suggestions of the narrative that you could provide to accompany the slides.

We find that the slides that are available serve several different purposes, so I want to point out the options that I see that are available to the Court. The basic purpose of the presentation is to explain why the Court has passed the Court Order identifying and prioritizing LARs corridors – which is, simply put, to prevent the congestion that you know is coming. As soon as we can, we'll incorporate the results of the build-out modeling into the presentation.

Option 1, Basic Presentation: Provides background and addresses need to prevent/relieve traffic congestion. This will be useful in those areas which don't want the LAR nor the development that it might stimulate and where you only want to address the mobility/congestion. About 23 slides

Option 2, Economic Impacts: Adds slides that show the type of development that typically occurs on freeways/tollways vs thoroughfares. There are no slides available that show examples comparing tax revenue or overall economic value of LARs vs thoroughfares. This information might be available in the future. Adds 7 slides

Option 3, Incremental sales tax funding opportunity: Adds slides showing the analysis done by our GIS folks that uses DNT and US as examples. Adds 3 slides

Option 4, Funding needs to show need for bond program: Adds slides from Com Webb's Feb 1 presentation showing the estimated cost of LARs and Principal Arterials, estimated funding through 2040 and resulting gap. Adds 3 slides

At the Commissioners Court meeting we will walk through the slides and make adjustments as you direct.



Future Mobility in Collin County

Presented by
Collin County
Commissioners Court
Spring, 2016

Collin County Growth

- **High growth rate sustained over last 40 years**
- **6th Largest County in Texas**
- **Population at “build-out” estimated to be well over 2 million**

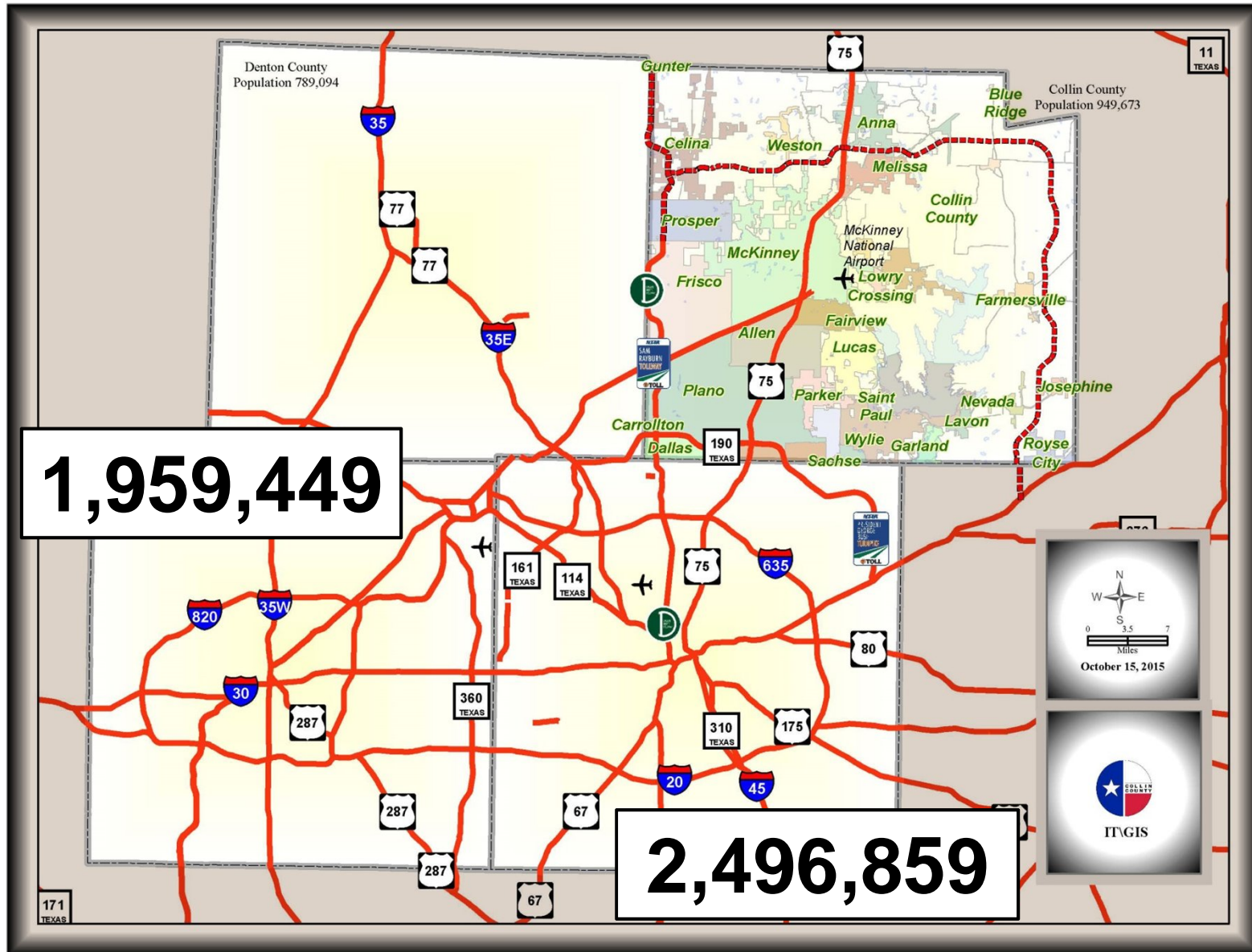
Question!

**What should the
transportation system
in Collin County
look like for over 2
million residents?**

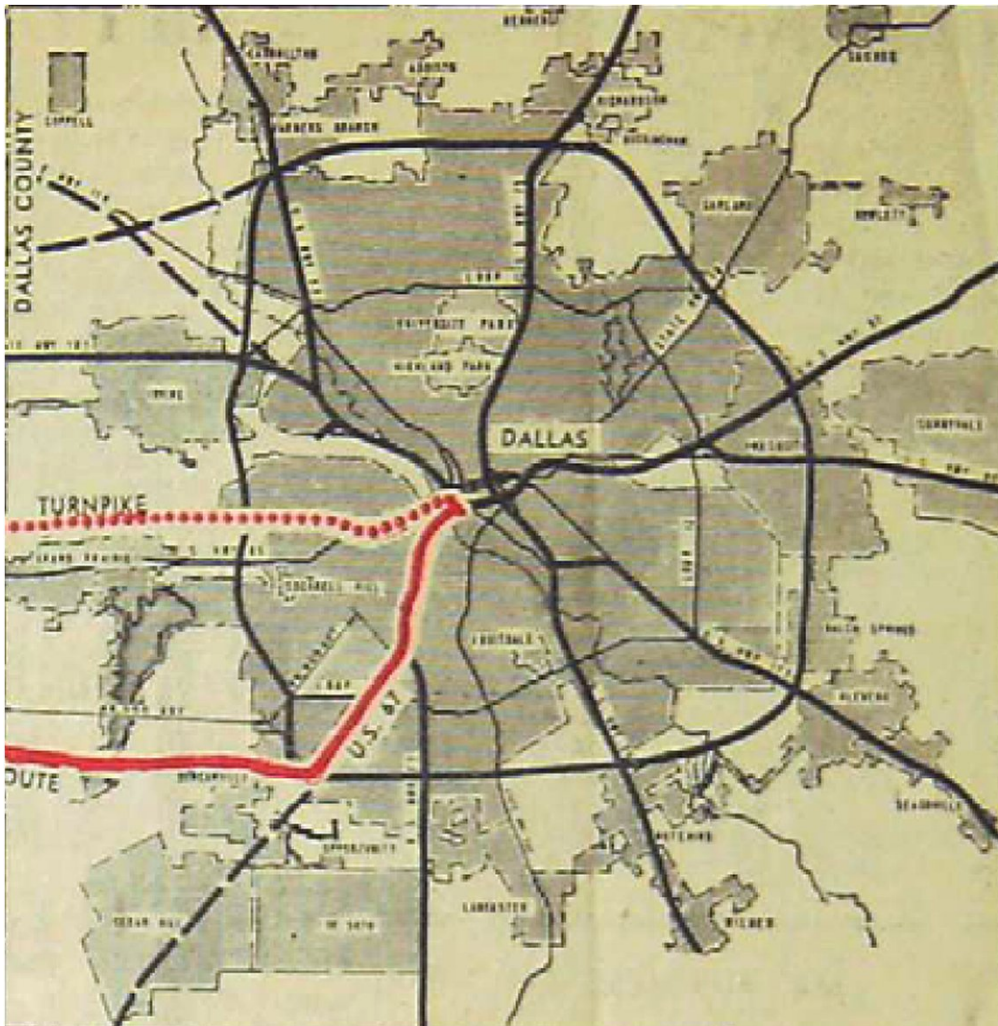
Examples in Other Counties

**What do the systems
of “limited access
roadways” (LARs)
look like in Dallas and
Tarrant Counties?**

LARs Comparison



LARs Network Planning in Dallas County



Dallas Morning News
July 2, 1957

Dallas Co. Population

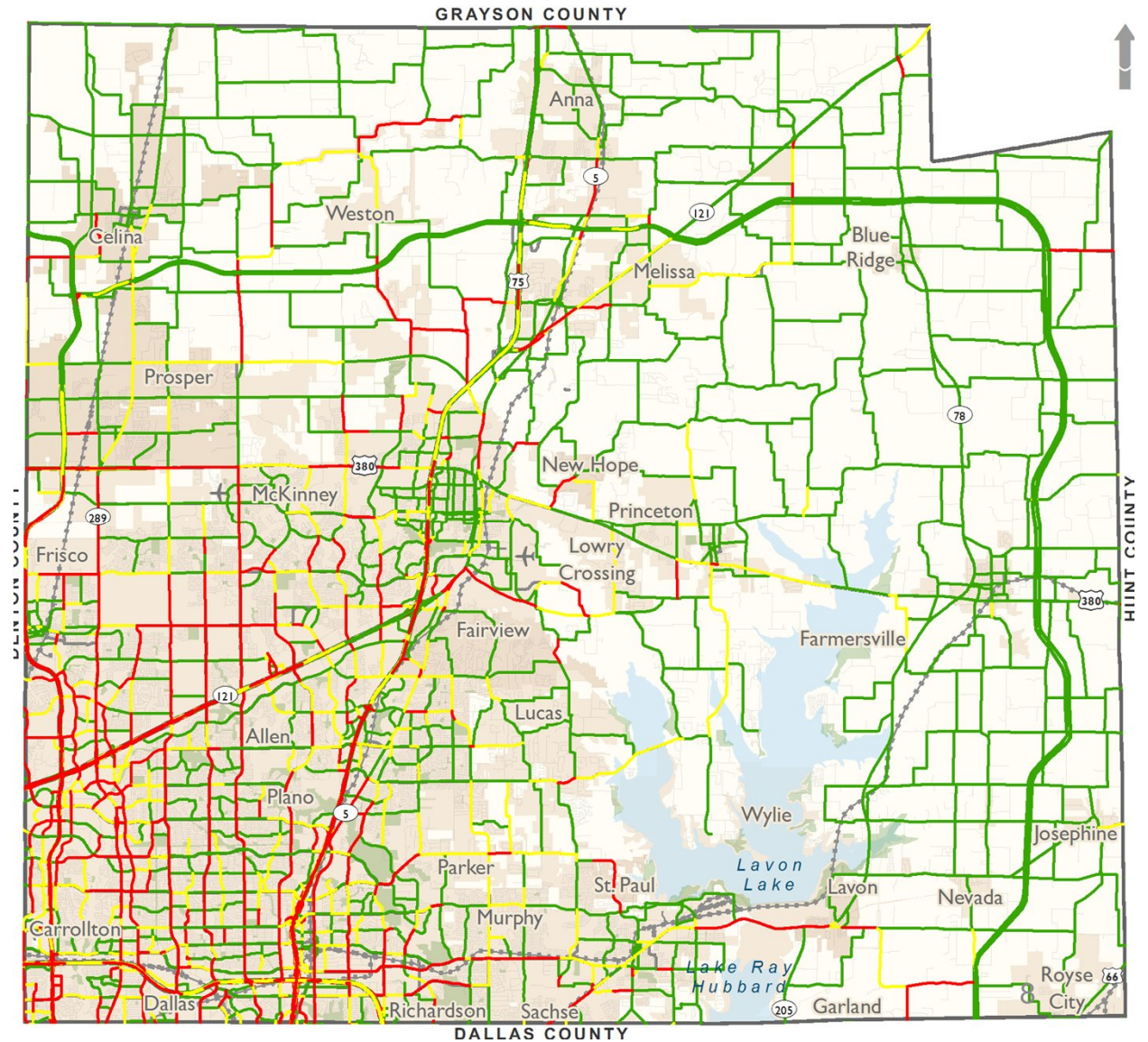
1950: 614,799

1957: 850,508 est.

1960: 951,527

CC Mobility Plan

**2035:
Heavy
congestion
(red lines)**



CC Mobility Plan

Examples By 2035:

| | <u>Projected</u> | <u>Capacity</u> |
|---------------|------------------|-----------------|
| US 380 | 59,000 | 36,000 |
| SH 78 | 60,000 | 36,000 |

CC Mobility Plan

**Build-out:
much
worse**



SO!

**How do we determine
what the transportation
system should be?**

Strategic Planning

Take strategic steps forward

What are those steps?

Planning Strategically

- **Resist the urge to plan for tomorrow or even 2035 or 2040. Think “BUILD- OUT” when planning.**
- **Analyze traffic demand at build-out**

Planning Strategically

- **Partner with TxDOT, cities, transit agencies and NCTCOG to develop build-out plan**
- **It will appear to be an overwhelming task – will require EVERYONE to accomplish it**

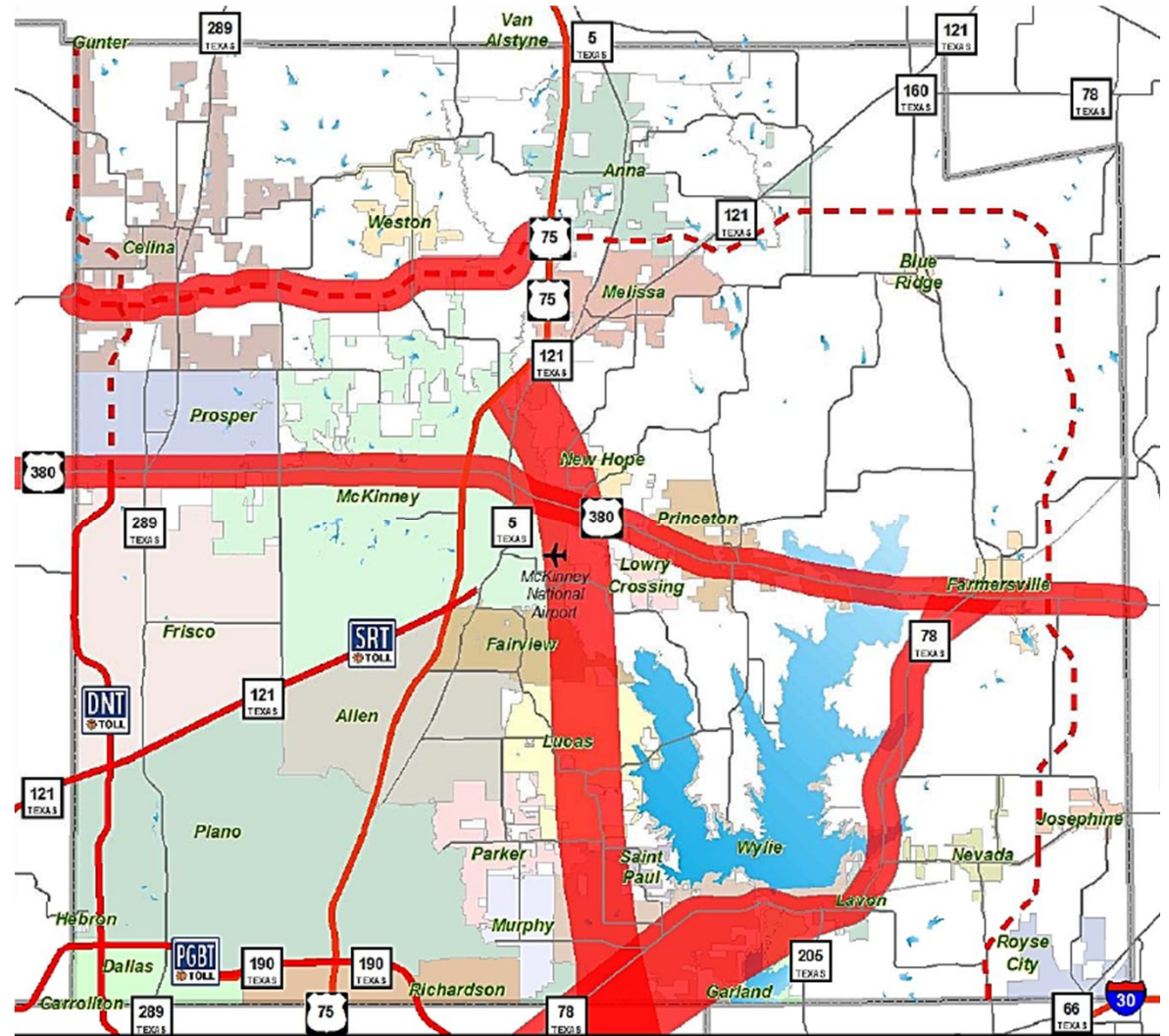
Planning Strategically

- **Take a lesson from planning in Dallas County before the 1950s**
- **Identify major roadway “backbone” for the mobility system**

Strategic Planning

Identify and Prioritize Limited Access Roadways (LARs)

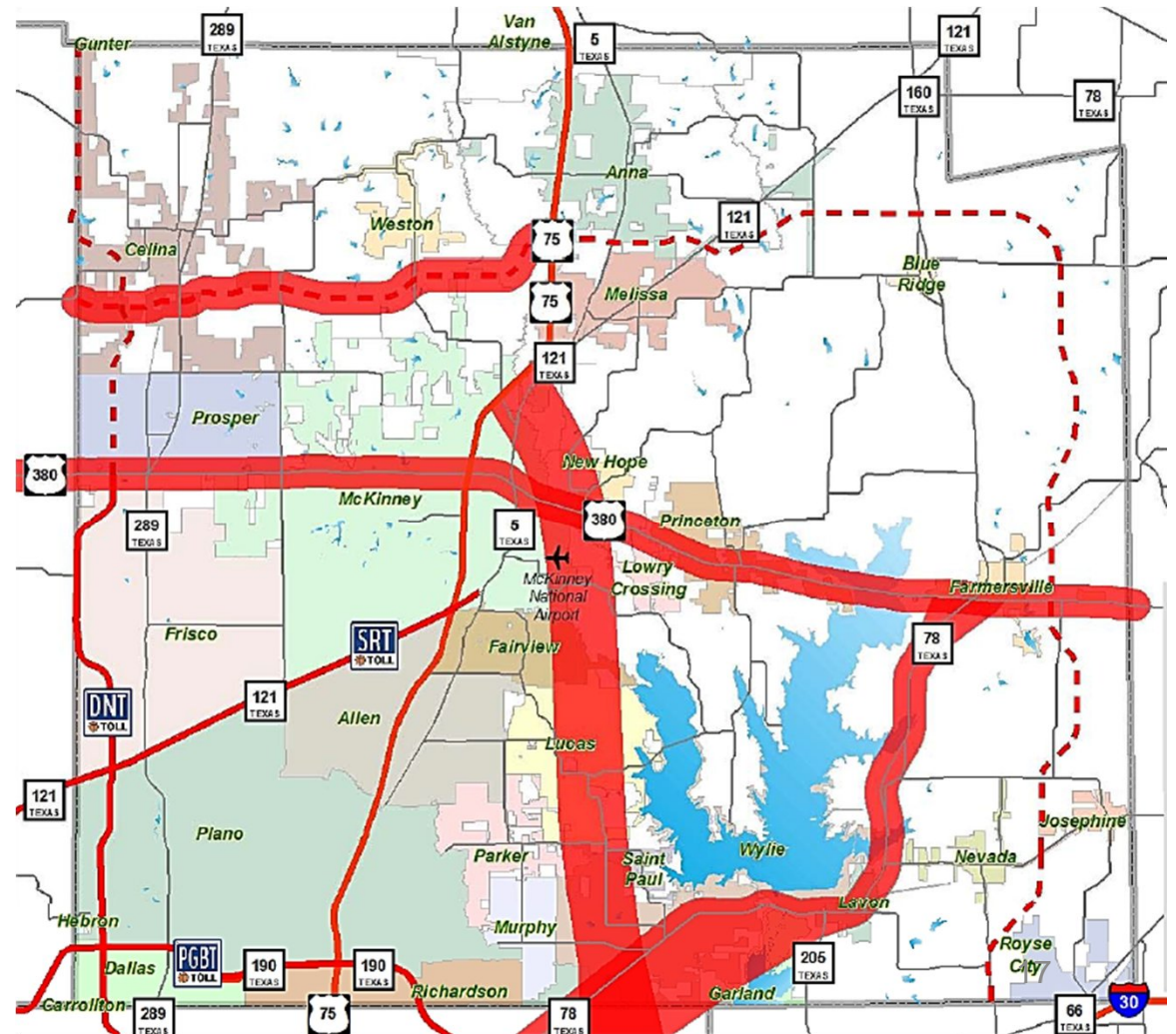
Commissioners Court
Feb. 1, 2016



Strategic Planning

LARs

1. US 380
2. SH 78
3. N-S Road between US 75 & Lake Lavon
4. Outer Loop



Planning Strategically

**Long-term
planning &
working
together
can prevent
THIS**



Planning Strategically

**And
provide
THIS**



Planning Strategically

**Beyond congestion,
what impact will each of these
conditions have on our economy?**



Economic Impact

From the dawn of civilization, transportation has been the defining force in economic progress. The earliest settlements were concentrated along the great navigable waterways of the world, and trails and trade routes determined commerce for millennia. Over time, railroads, highways, and, more recently, airports have been added to the infrastructure complex of the world. As at the beginning, modern economies are defined by accessibility and logistics, and superior transportation offerings are a critical factor in the competitiveness and success of a region.

-- Dr. M. Ray Perryman, March 21, 2016

Economic Impact

Thoroughfares generally only support “local” retail & commercial



Economic Impact

**But limited access
roadways support larger
regional commercial
like THIS**



Economic Impact

or
THIS



Economic Impact



**or
THIS**

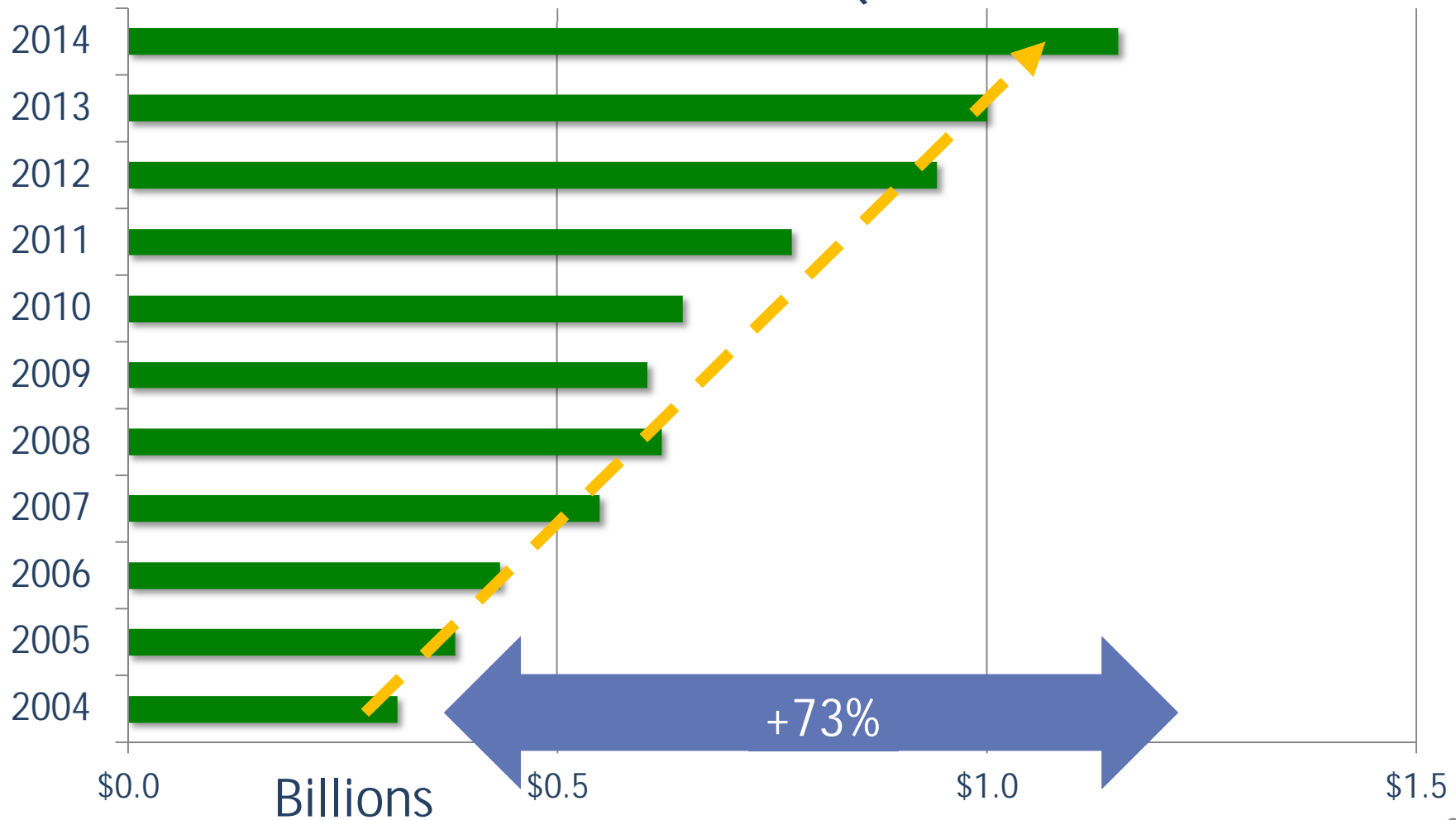
The Economic Impact

A very important question must be answered now:

Will the “economic engine” that has made Collin County what it is today be maintained – or left to grind to a halt?

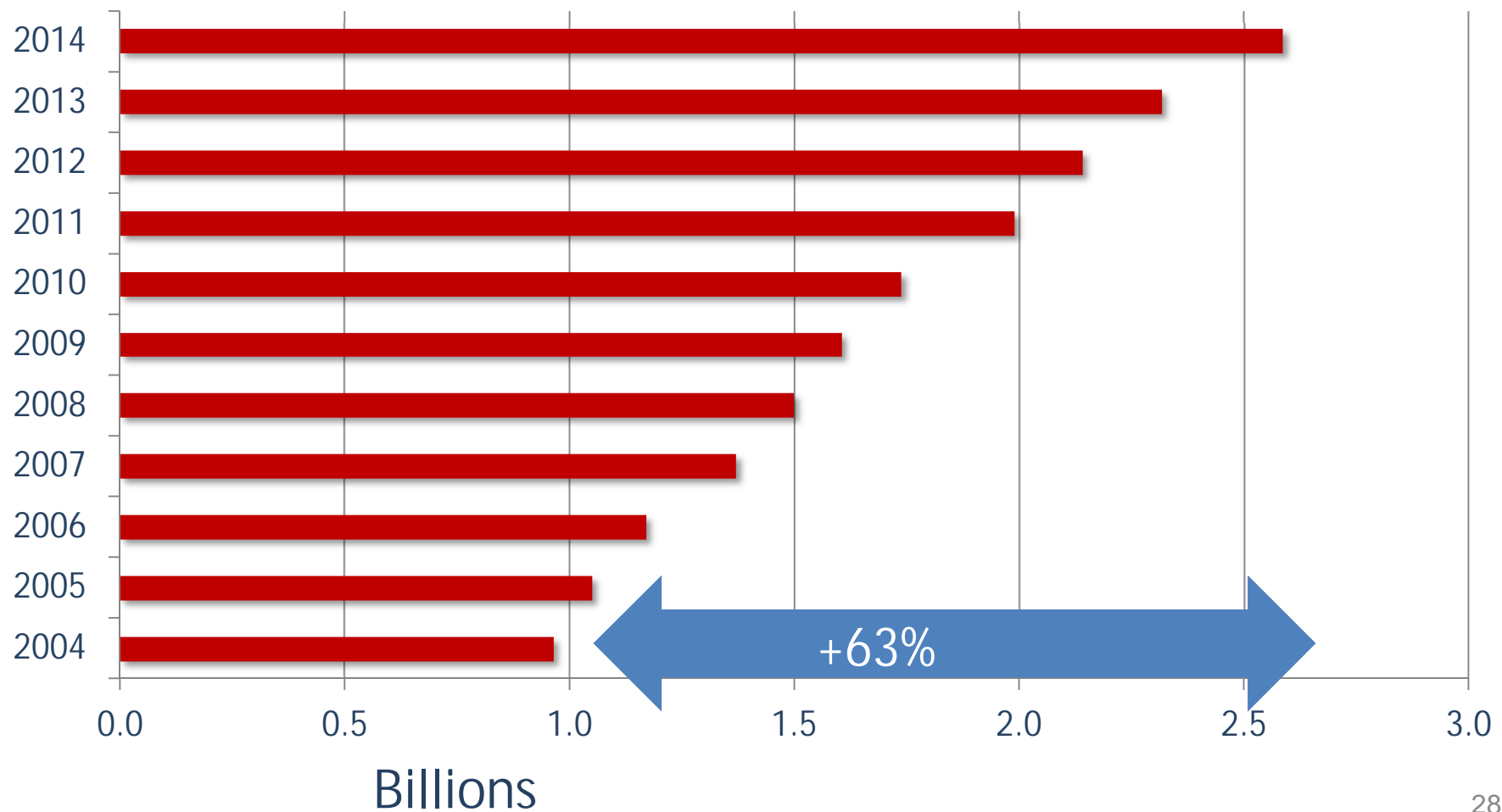
Economic Engine

DNT - Taxable Sales (1-Mile Corridor Buffer)



Economic Engine

US 75 - Taxable Sales (1-Mile Corridor Buffer)



Economic Engine

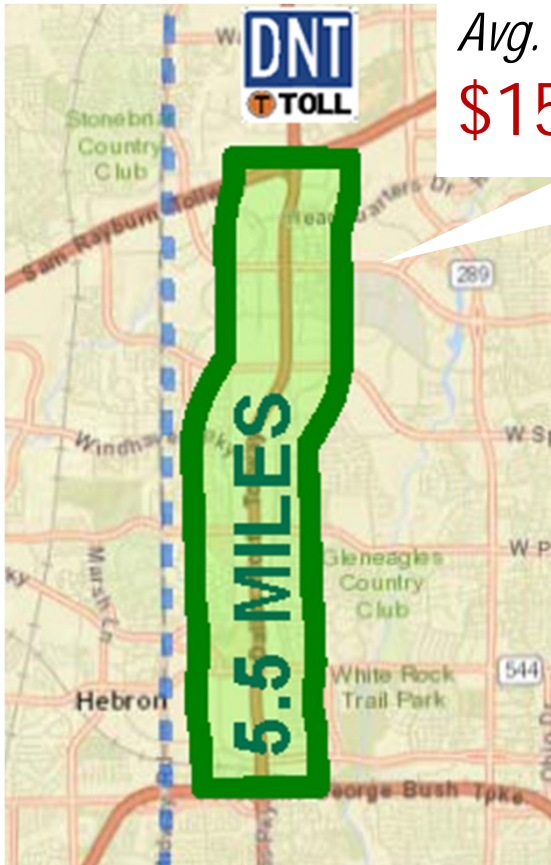
5.5 Miles: PGBT-SRT

2014 Taxable Sales per Mile:

\$209.6 Million

Avg. Yearly Growth per Mile:

\$15.2 Million



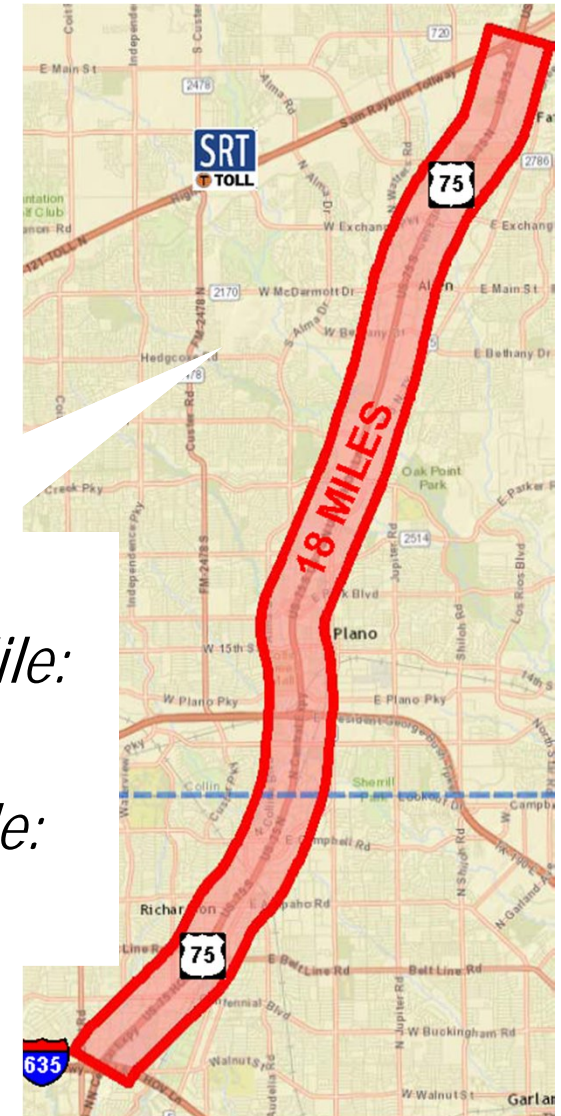
18 Miles: I-635-SRT

2014 Taxable Sales per Mile:

\$143.6 Million

Avg. Yearly Growth per Mile:

\$9 Million



Estimated Funding Needed for LARs & Principal Arterials (blue) to 2040

Outer Loop
 Rockwall Co to Denton Co
 4 main lanes
 4 service road lanes

\$2.4 billion

US 75 Re-build
 H 635 to SRT

\$3 billion

US 75 Widening
 OL to Co Line

\$190 million

US 78 as a LAR
 PGBT to FM 6

\$790 million

US 380 as a LAR
 US 75 to Preston Rd/SH 289

\$535 million

LAR Parallel to US 75
 from Laud Howell/FM 543 to PGBT

\$1.1 billion

DNT Extension and Widening

\$1.6 billion

SRT Widening
 includes Denton Co

\$110 million

PGBT Widening
 including Dallas and Denton Co

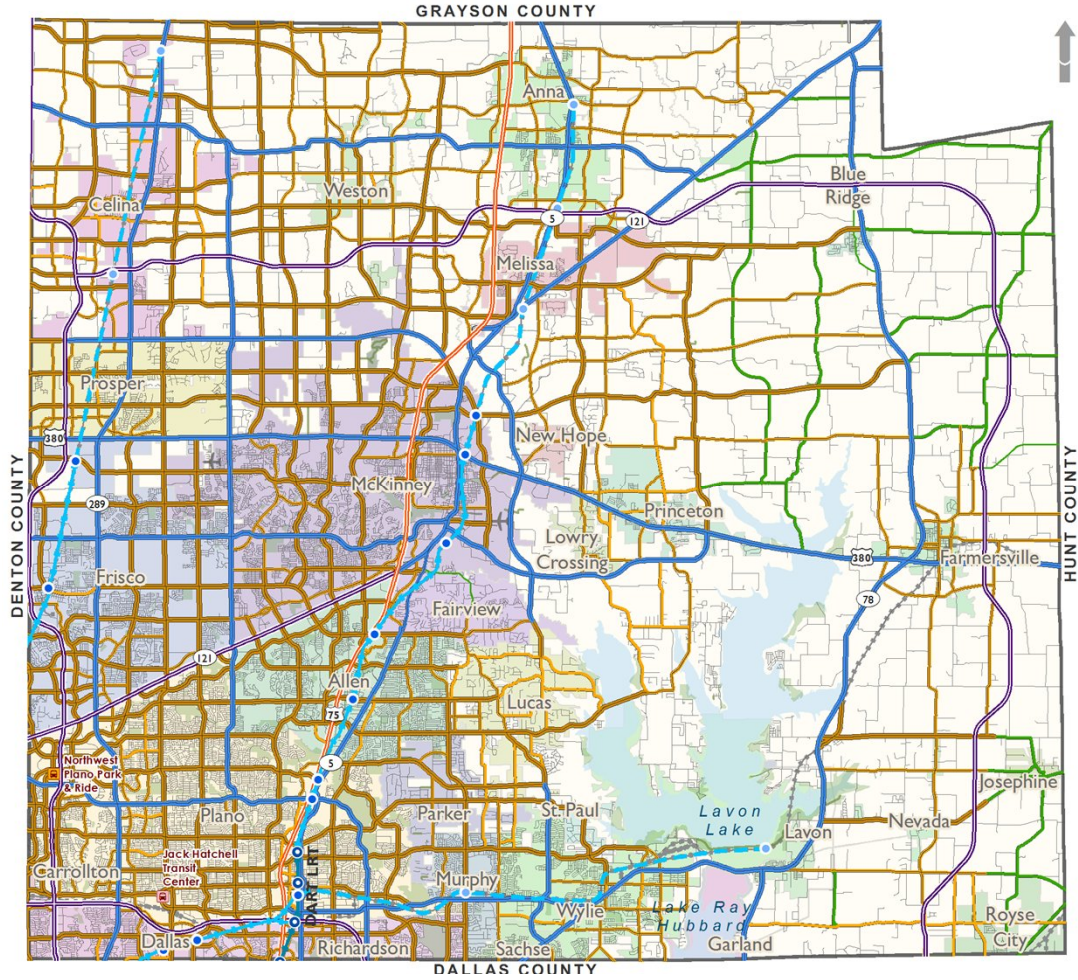
\$78 million

Collin Co Mobility Plan Principal
 Arterials

\$1.3 billion

TOTAL 2040 NEEDS

\$11.103 billion



Estimated Funding Available to 2040

| | | MPA | Collin** |
|-------------------------------------|---|----------|----------|
| Maximize Existing System | Infrastructure Maintenance <ul style="list-style-type: none"> Maintain & Operate Existing Facilities Bridge Replacements | \$37.4 | \$4.0 |
| | Management and Operations <ul style="list-style-type: none"> Improve Efficiency & Remove Trips from System Traffic Signals and Bicycle & Pedestrian Improvements | \$7.2 | \$0.9 |
| | Growth, Development, and Land Use Strategies More Efficient Land Use & Transportation Balance | \$3.6 | \$0.5 |
| Strategic Infrastructure Investment | Rail and Bus Induce Switch to Transit | \$27.2 | \$2.4 |
| | HOV/Managed Lanes Increase Auto Occupancy | \$43.4 | \$8.3 |
| | Freeways/Tollways and Arterials Additional Vehicle Capacity | | |
| Mobility 2040 Expenditures | | \$118.9* | \$16.1* |

DRAFT

Collin County Estimated Gap Through 2040

| | |
|-----------|----------------|
| Needs | \$11.1B |
| Available | <u>\$ 8.3B</u> |
| Gap | \$ 2.8B |

Over 25 years, per year is \$112M
For 5 years, that is \$560M

Next Steps

- **Complete build-out traffic projections**
- **Develop process for cities, TxDOT, transit agencies and NCTCOG to work together on build-out plan**

Next Steps

- **Cities and County agree where LARS should go in order to maximize larger commercial development as opposed to neighborhood commercial**

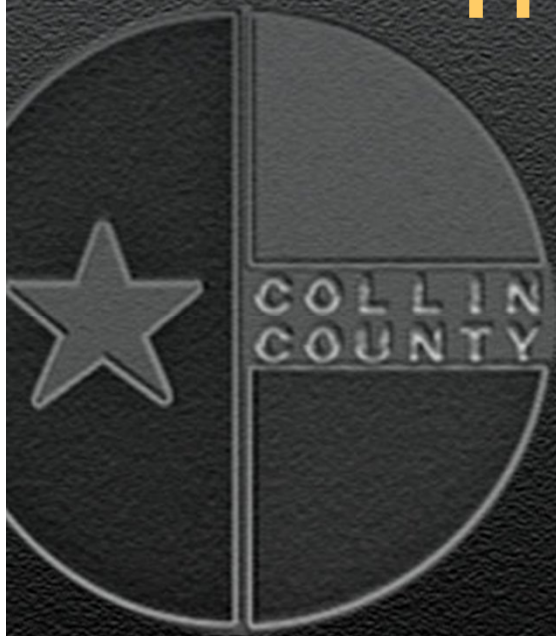
Next Steps

- **Work together to find routes through our fast-growth county now in order to preserve ROW**

Contacts

Names
Contacts

Future Mobility in Collin County



Presented by
Collin County
Commissioners Court

Spring, 2016



Collin County Growth

- **High growth rate sustained over last 40 years**
- **6th Largest County in Texas**
- **Population at “build-out” estimated to be well over 2 million**



Question!

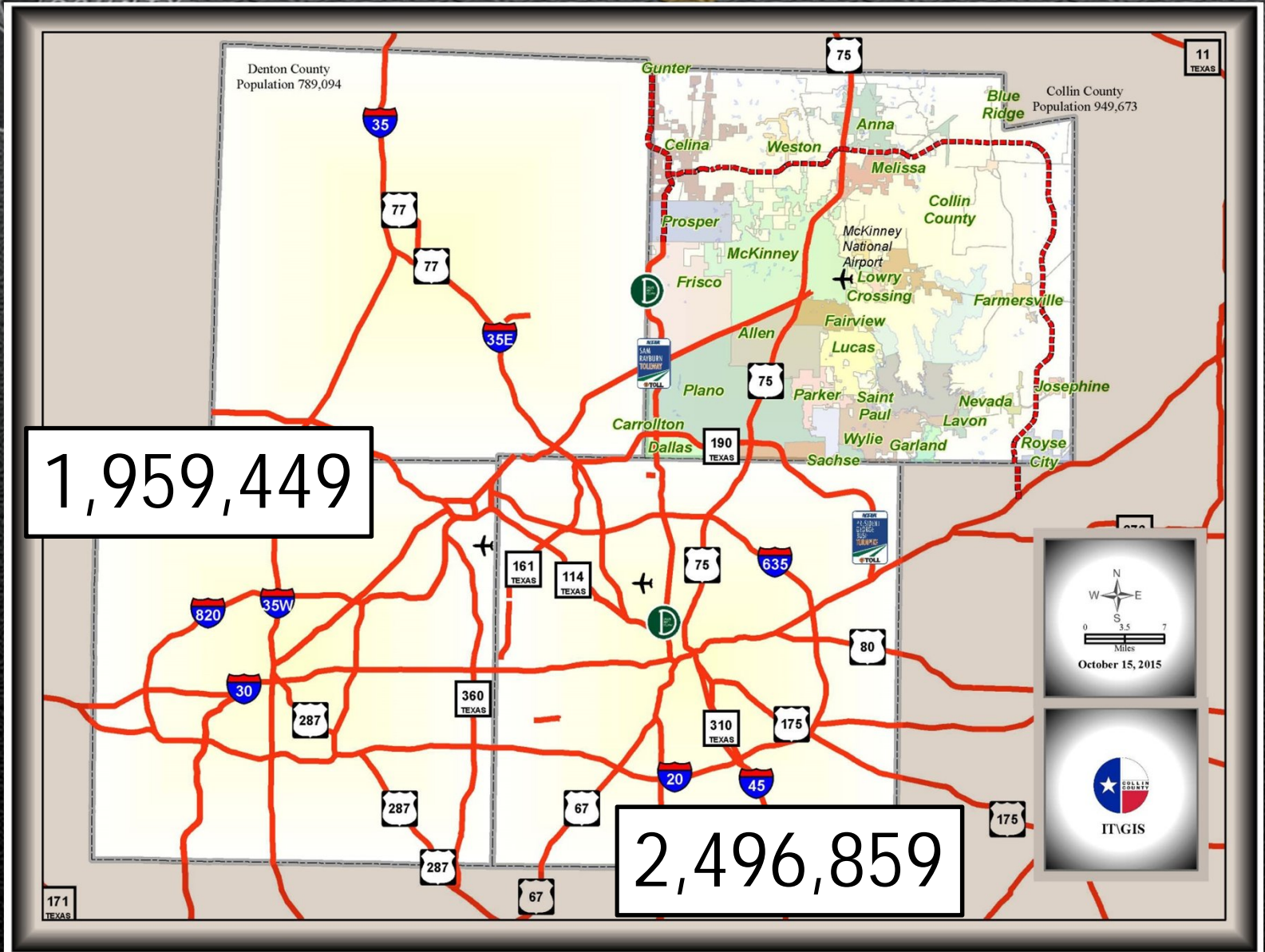
What should the
transportation system in
Collin County look like for
over 2 million people?



Examples in Other Counties

What do the systems of
“limited access
roadways” (LARs) look
like in Dallas and Tarrant
Counties?

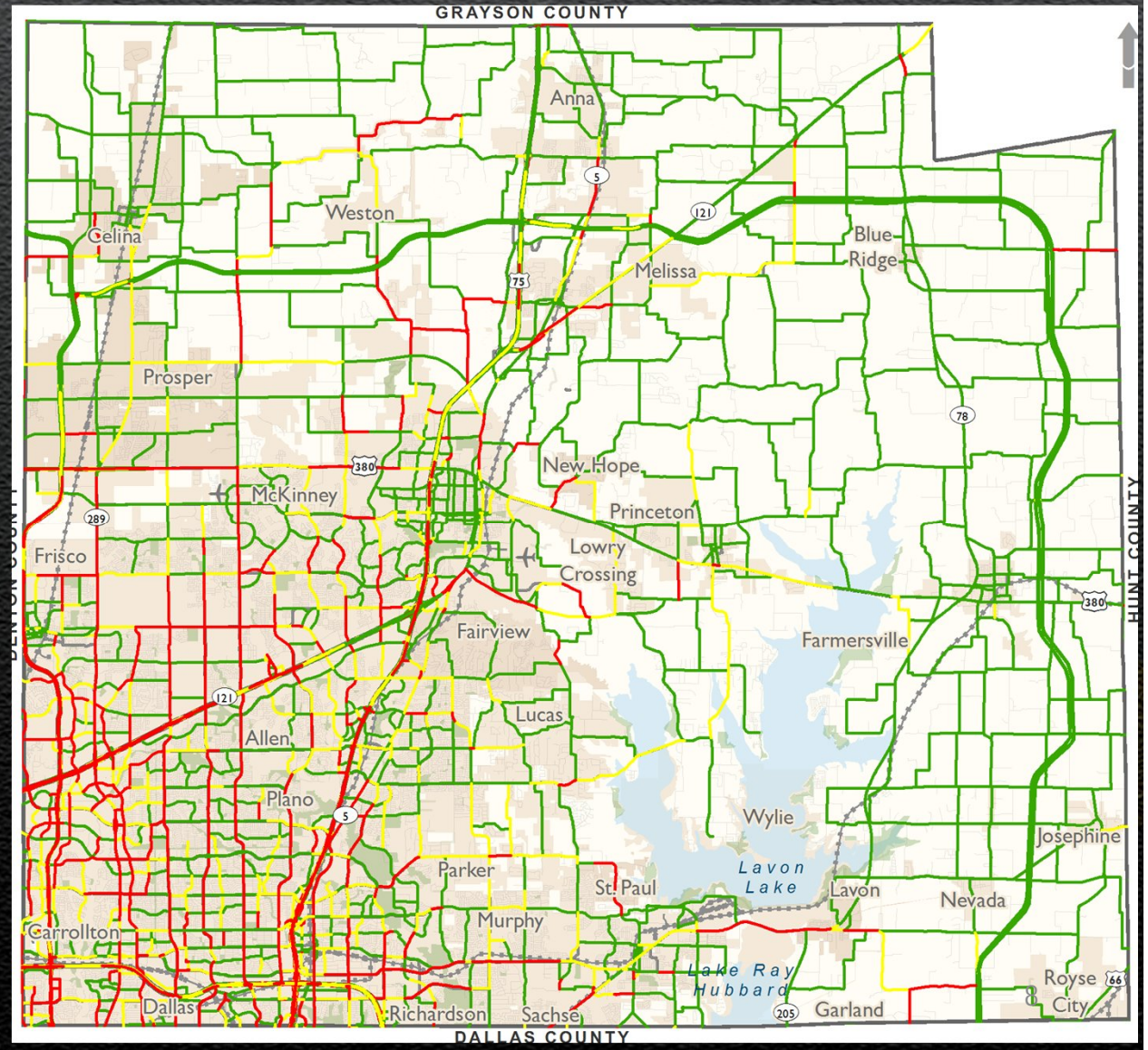
LARs Comparison





CC Mobility Plan

2035:
Heavy
congestion
(red lines)





CC Mobility Plan

Examples By 2035:

| | <u>Projected</u> | <u>Capacity</u> |
|--------|------------------|-----------------|
| US 380 | 59,000 | 36,000 |
| SH 78 | 60,000 | 36,000 |



CC Mobility Plan

Build-out:
much
worse





SO !

How do we determine
what the transportation
system should be?



Strategic Planning

Take strategic steps forward

What are those steps?



Planning Strategically

- Resist the urge to plan for tomorrow or even 2035 or 2040. Think "BUILD-OUT" when planning.
- Analyze traffic demand at build-out



Planning Strategically

- Partner with TxDOT, cities, transit agencies and NCTCOG to develop build-out plan
- It will appear to be an overwhelming task – will require EVERYONE to accomplish it



Planning Strategically

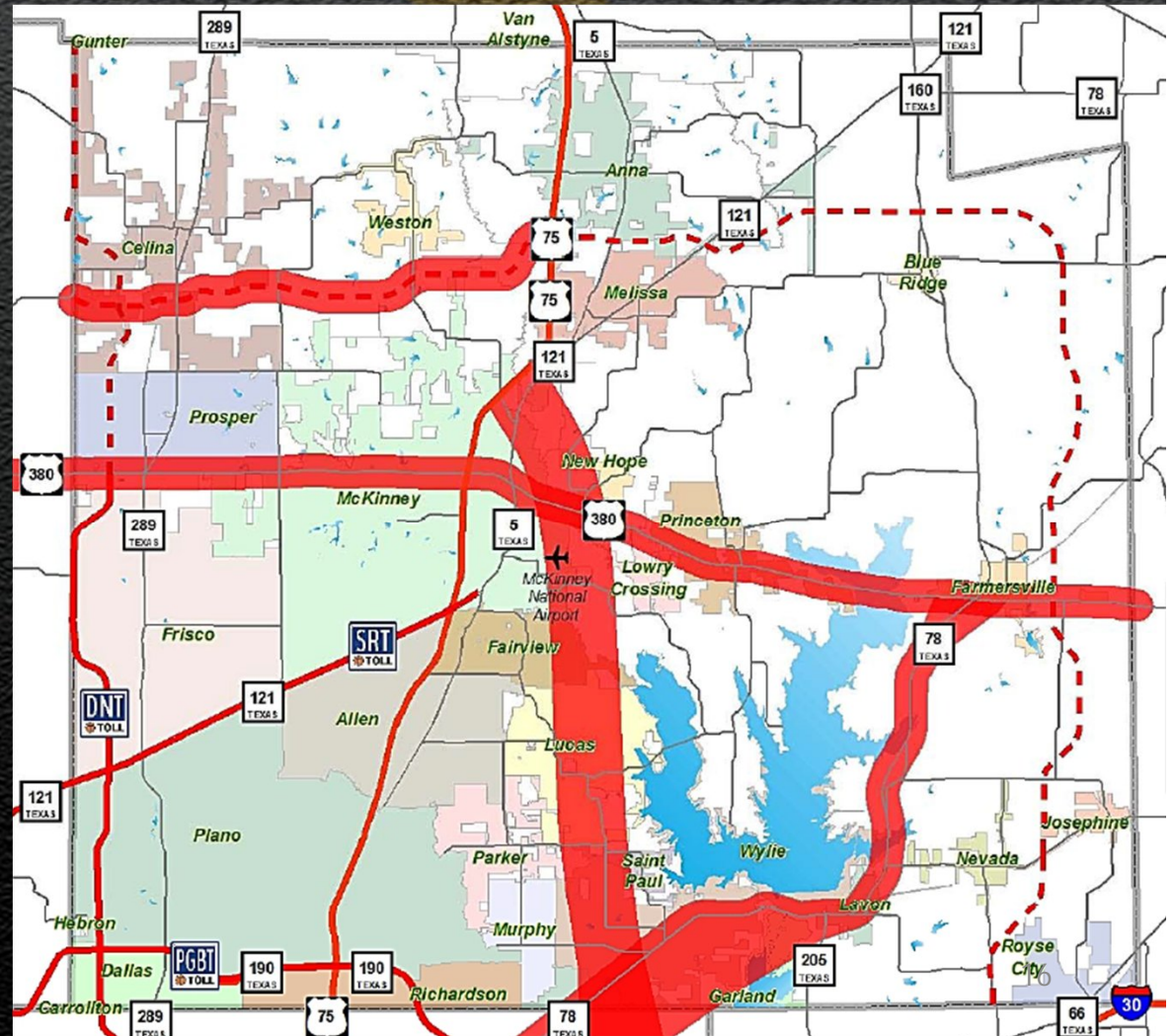
- Take a lesson from planning in Dallas County before the 50s
- Identify major roadway “backbone” for the mobility system



Strategic Planning

Identify and
Prioritize
Limited Access
Roadways
(LARs)

Commissioners Court
February 1, 2016

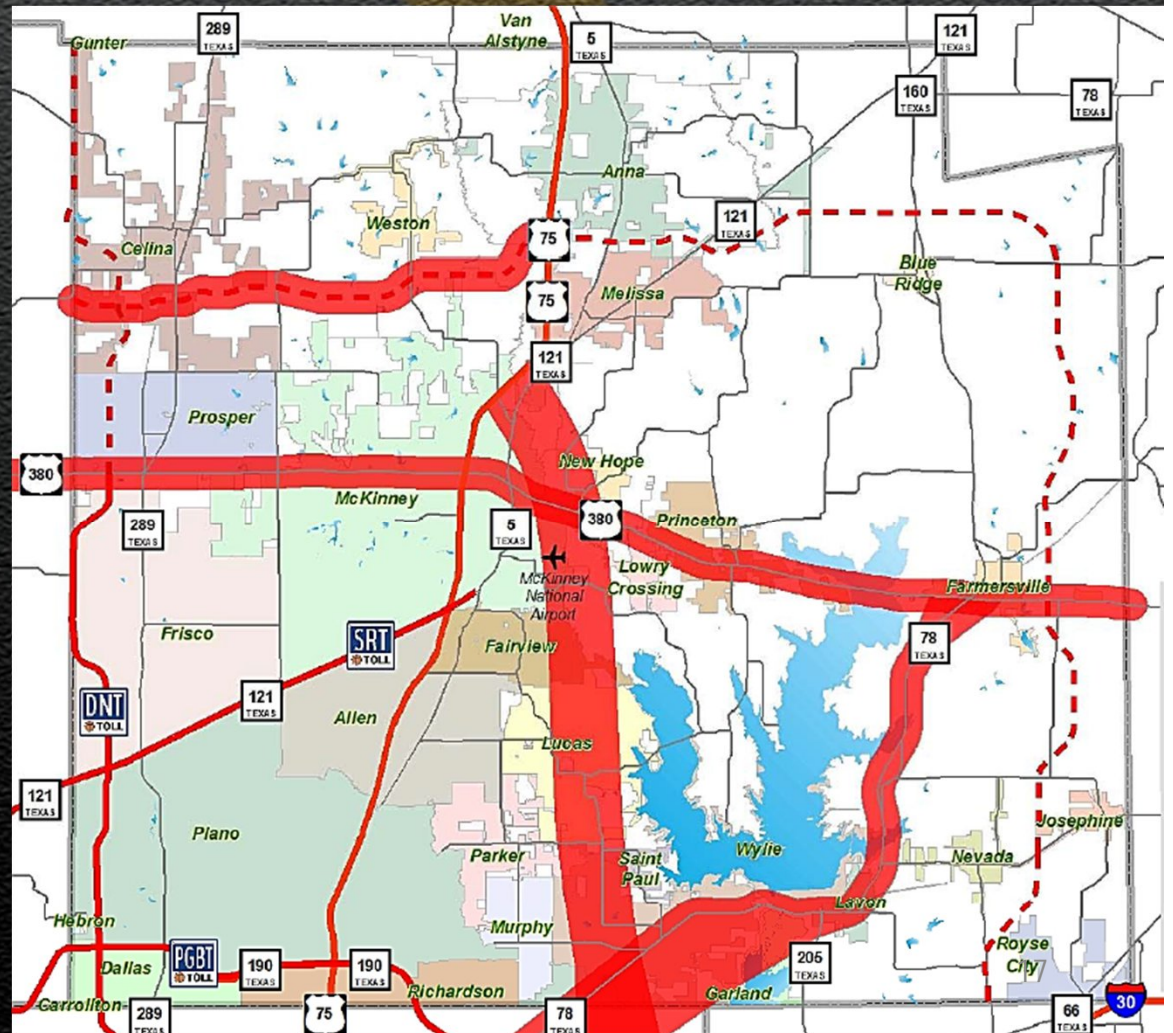




Strategic Planning

LARs

1. US 380
2. SH 78
3. N-S Road betw US 75 & Lake Lavon
4. Outer Loop





Planning Strategically

Long-term
planning and
working
together can
prevent THIS





Planning Strategically

And provide THIS





Planning Strategically

Beyond congestion,
what impact will each of these
conditions have on our economy?





Next Steps

- Complete build-out traffic projections
- Develop process for cities, TxDOT, transit agencies and NCTCOG to work together on build-out plan



Next Steps

- Cities and County agree where LARS should go in order to maximize larger commercial development as opposed to neighborhood commercial



Next Steps

- Work together to find routes through our fast-growth county now in order to preserve ROW



Contacts

Names

Contacts



Planning Strategically

Beyond congestion,
what impact will each of these
conditions have on our economy?





Economic Impact

From the dawn of civilization, transportation has been the defining force in economic progress. The earliest settlements were concentrated along the great navigable waterways of the world, and trails and trade routes determined commerce for millennia. Over time, railroads, highways, and, more recently, airports have been added to the infrastructure complex of the world. As at the beginning, modern economies are defined by accessibility and logistics, and superior transportation offerings are a critical factor in the competitiveness and success of a region.

Dr. M. Ray Perryman, March 21, 2016



Economic Impact

Thoroughfares generally only support "local" retail and commercial





Economic Impact

But limited access
roadways support larger
regional commercial
like THIS





Economic Impact

or THIS





Economic Impact

or THIS





The Economic Impact

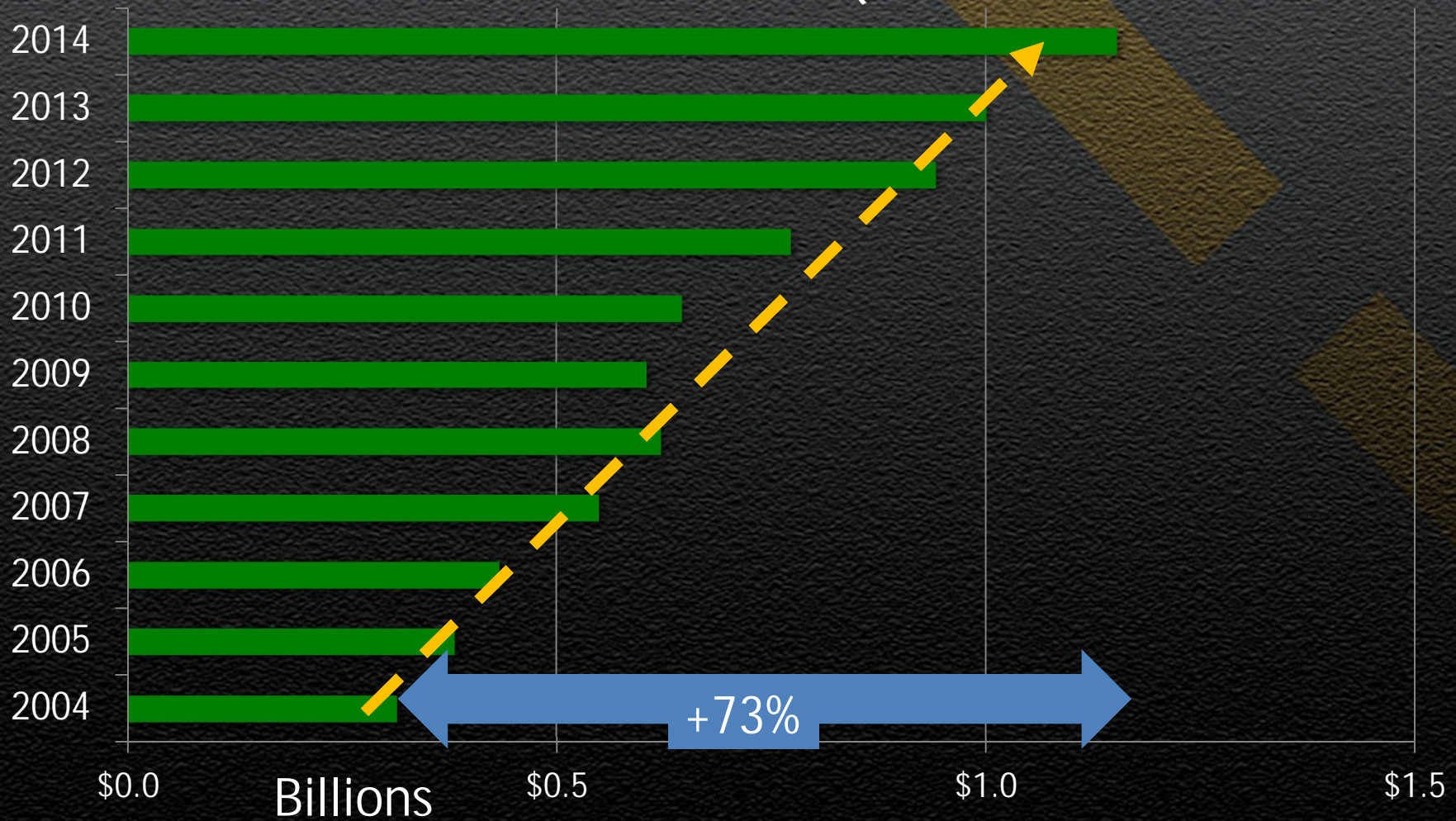
A very important question must be answered now:

Will the “economic engine” that has made Collin County what it is today be maintained – or left to grind to a halt?



Economic Engine

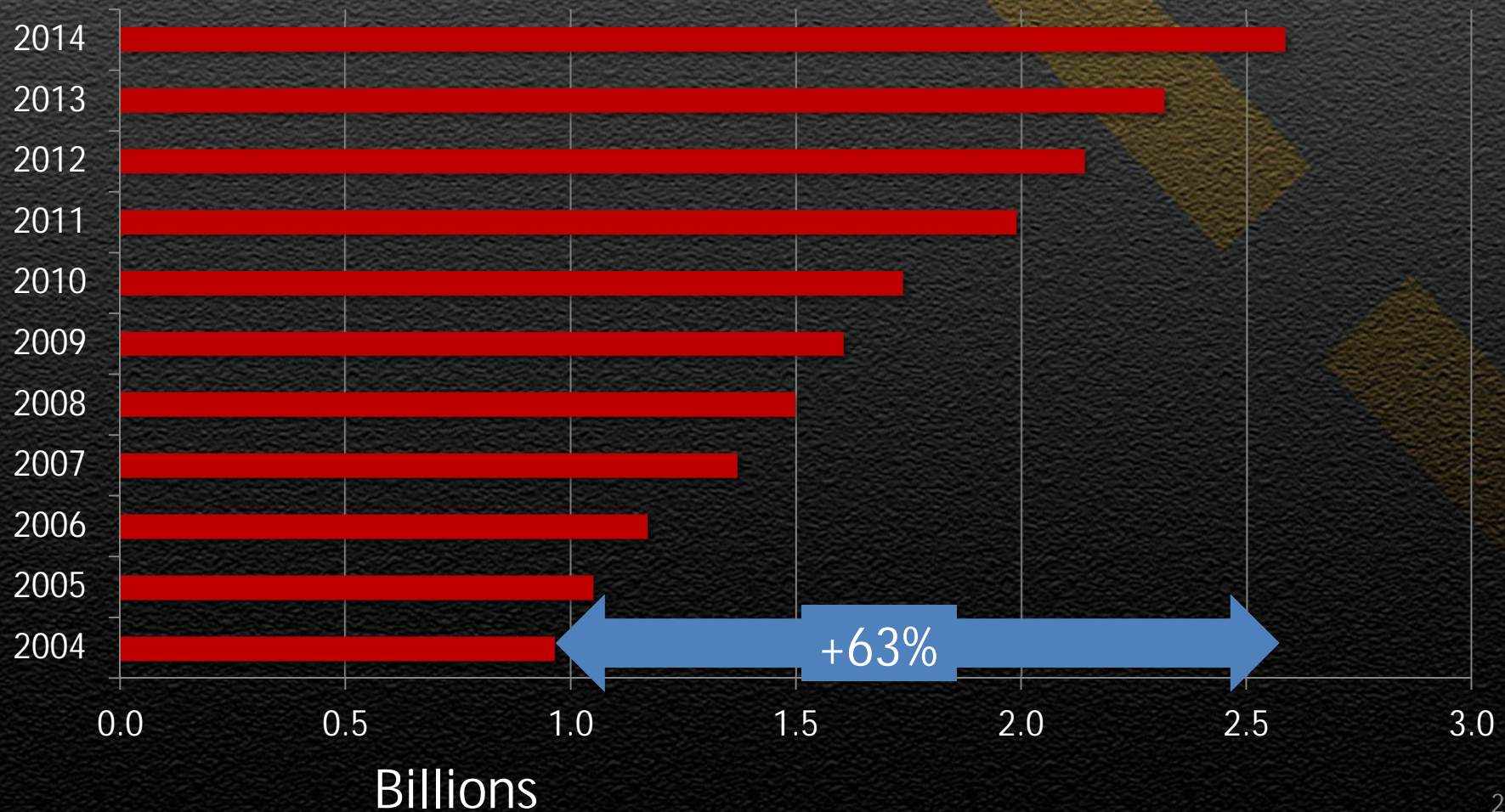
DNT - Taxable Sales (1-Mile Corridor Buffer)





Economic Engine

US 75 - Taxable Sales (1-Mile Corridor Buffer)





Economic Engine

5.5 Miles: PGBT-SRT

2014 Taxable Sales per Mile:

\$209.6 Million

Avg. Yearly Growth per Mile:

\$15.2 Million



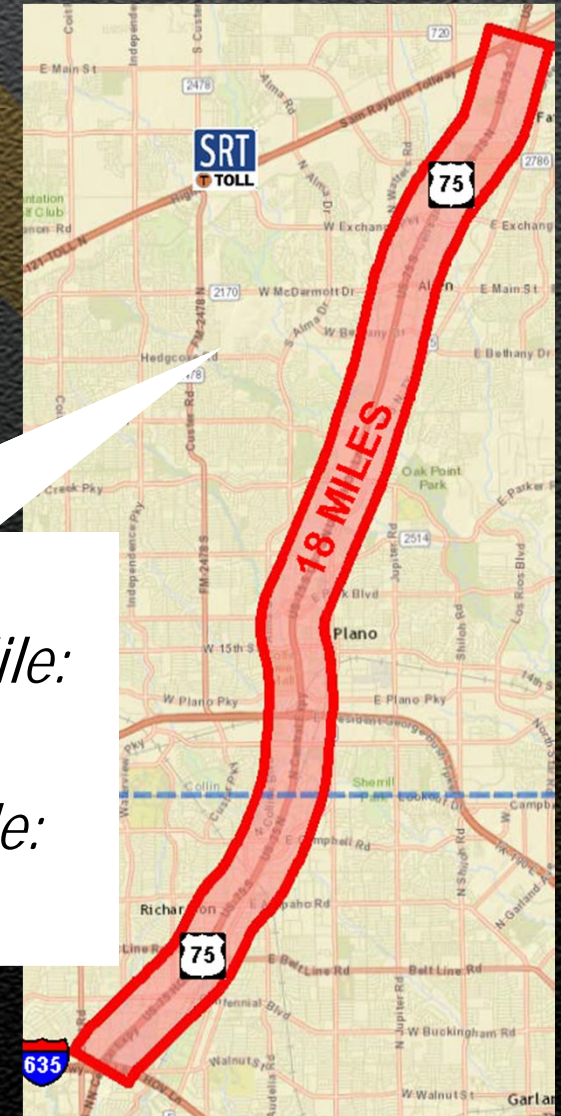
18 Miles: I-635-SRT

2014 Taxable Sales per Mile:

\$143.6 Million

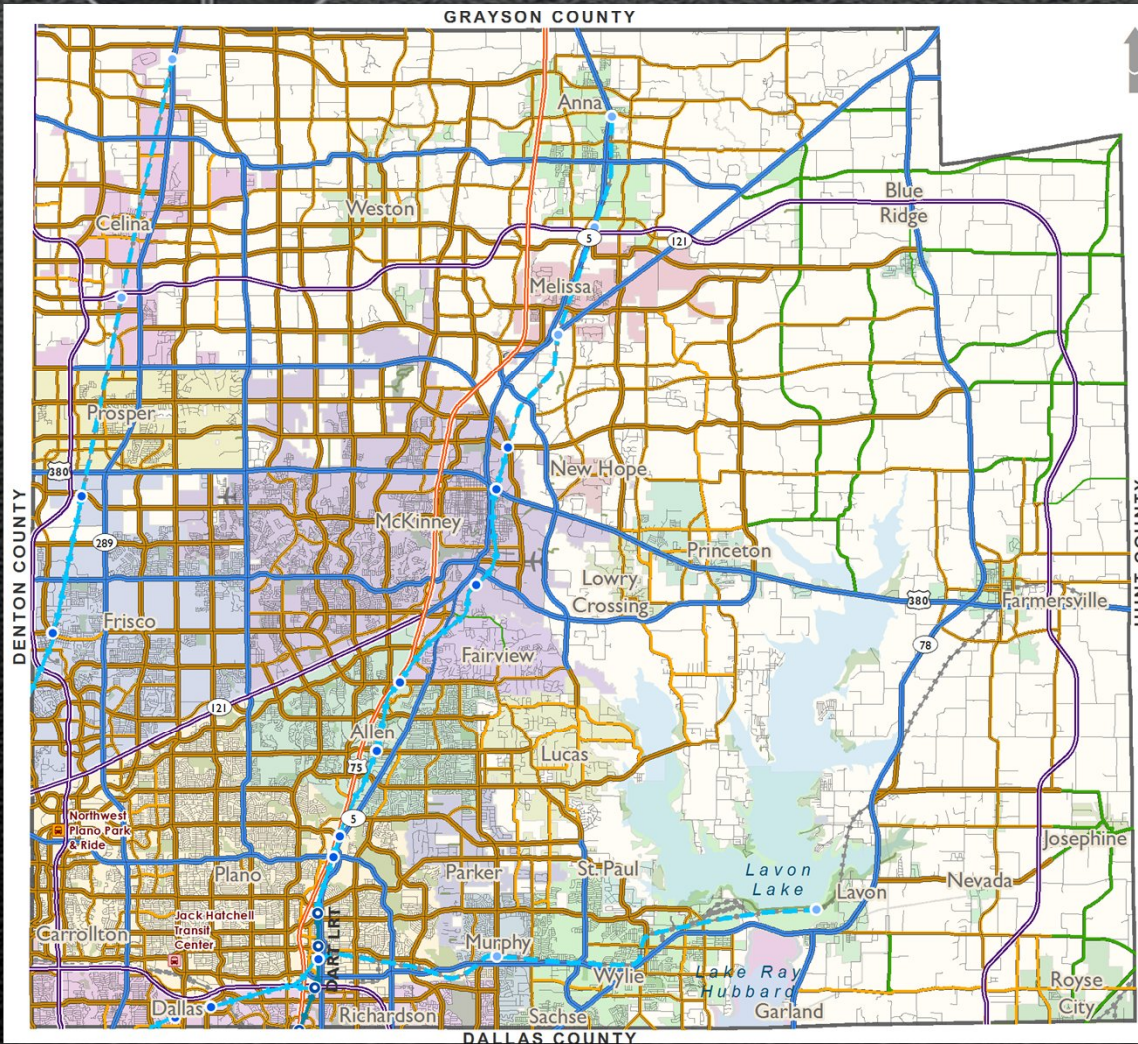
Avg. Yearly Growth per Mile:

\$9 Million





Estimated Funding Needed for LARs and Principal Arterials (blue) to 2040



| | |
|--|-------------------------|
| Outer Loop Rockwall Co to Denton Co 4 main lanes 4 service road lanes | \$2.4 billion |
| US 75 Re-build H 635 to SRT | \$3 billion |
| US 75 Widening OL to Co Line | \$190 million |
| US 78 as a LAR PGBT to FM 6 | \$790 million |
| US 380 as a LAR US 75 to Preston Rd/SH 289 | \$535 million |
| LAR Parallel to US 75 from Laud Howell/FM 543 to PGBT | \$1.1 billion |
| DNT Extension and Widening | \$1.6 billion |
| SRT Widening includes Denton Co | \$110 million |
| PGBT Widening including Dallas and Denton Co | \$78 million |
| Collin Co Mobility Plan Principal Arterials | \$1.3 billion |
| TOTAL 2040 NEEDS | \$11.103 billion |



Estimated Funding Available to 2040

| | | MPA | Collin** |
|-------------------------------------|---|-----------------|----------------|
| Maximize Existing System | Infrastructure Maintenance <ul style="list-style-type: none"> Maintain & Operate Existing Facilities Bridge Replacements | \$37.4 | \$4.0 |
| | Management and Operations <ul style="list-style-type: none"> Improve Efficiency & Remove Trips from System Traffic Signals and Bicycle & Pedestrian Improvements | \$7.2 | \$0.9 |
| | Growth, Development, and Land Use Strategies More Efficient Land Use & Transportation Balance | \$3.6 | \$0.5 |
| Strategic Infrastructure Investment | Rail and Bus Induce Switch to Transit | \$27.2 | \$2.4 |
| | HOV/Managed Lanes Increase Auto Occupancy | \$43.4 | \$8.3 |
| | Freeways/Tollways and Arterials Additional Vehicle Capacity | | |
| Mobility 2040 Expenditures | | \$118.9* | \$16.1* |

DRAFT

*Actual dollars, in billions. Values may not sum due to independent rounding.
 **Estimated values, actual figures will be determined by ongoing project and program implementation.



Collin County Estimated Gap Through 2040

| | |
|-----------|----------------|
| Needs | \$11.1B |
| Available | <u>\$ 8.3B</u> |
| Gap | \$ 2.8B |

Over 25 years, per year is **\$112M**
For 5 years, that is **\$560M**

AGENDA

**Health Care Foundation
Jack Hatchell Administration Building
4th Floor, 2300 Bloomdale Road, McKinney
April 4, 2016
1:30 P.M.**

**NOTICE OF A REGULAR MEETING OF THE
COLLIN COUNTY HEALTH CARE FOUNDATION
BOARD OF TRUSTEES**

Notice is hereby given that the Collin County Health Care Foundation Board of Trustees will meet in REGULAR SESSION. Following is the agenda for said meeting:

HEALTH CARE FOUNDATION MEETING

1. Call to order. The board will convene in open session for consideration of the following business matters:
2. **Consent agenda to approve:**
 - a. AI-41380 Disbursements for the period ending March 29, 2016, Auditor.
 - b. AI-41359 Filing of the March 14, 2016, Minutes, County Clerk.
 - c. AI-41391 Personnel Appointments, Human Resources.

EXECUTIVE SESSION

Executive Session, in accordance with Chapter 551 of the Government Code.

The board reserves the right to convene into executive session throughout this meeting.

Any action resulting from the executive session.

Adjourn.

Keith Self, President

CERTIFICATION:

I hereby certify that the above notice of meeting was filed and posted to this office located in the City of McKinney, Texas, on this the _____ day of _____, 2016 at _____ o'clock _____.M.

**Stacey Kemp, County Clerk
Collin County, T E X A S**

Deputy

NOTE: The Collin County Health Care Foundation Board of Trustees complies with A.D.A. requirements. If you have an impairment and wish to appear at a meeting, please call (972) 548-4631 to make arrangements.

AI-41380

2. a.

Health Care Foundation

Meeting Date: 04/04/2016

Disbursements

Submitted For: Jeff May

Submitted By: Georgia
Shepherd

Department: Auditor

Request Type: CONSENT

Information

Department Action

Disbursements for the period ending March 29, 2016, Auditor.

Purchasing Department Action

HR and/or IT Action

Budget Department Action

Auditor's Office Action

Commissioners Court

Disbursements for the period ending March 29, 2016, Auditor.

Budget Information

Information about available funds

| | | | |
|---|--|---|--------------------------|
| Budgeted: <input type="checkbox"/> | Funds Available: <input type="checkbox"/> | Adjustment: <input type="checkbox"/> | Amount Available: |
| Unbudgeted: <input type="checkbox"/> | Funds NOT Available: <input type="checkbox"/> | Amendment: <input type="checkbox"/> | |

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Draft Court Order

HEALTH CARE FOUNDATION

HCF RESOLUTION NO. 2016-_____ -04-04

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: Disbursements – Auditor

On **April 4, 2016**, the Health Care Foundation Board of Trustees of Collin County, Texas, met in **regular session** with the following members present and participating to wit:

**Keith Self
Susan Fletcher
Cheryl Williams
Chris Hill
Duncan Webb**

**President
Trustee
Trustee
Trustee/Secretary
Trustee**

During such session the Health Care Foundation Board of Trustees considered a request from the County Auditor for approval of claims against Collin County for the period ending **March 29, 2016.**

Thereupon, a motion was made, seconded and carried with a majority vote of the Board that the payments attached hereto be approved in accordance with the recommendation of the auditor and the Local Government Code, Section 113.064 (Article 1660, V.T.C.S.).

Keith Self, President

ATTEST:

Chris Hill, Trustee/Secretary

AI-41359

2. b.

Health Care Foundation

Meeting Date: 04/04/2016

Health Care Foundation Meeting Minutes, March 14, 2016

Submitted By: Daniele McOsker

Department: County Clerk

Request Type: CONSENT

Information

Department Action

Health Care Foundation Meeting Minutes, March 14, 2016

Purchasing Department Action

No action by Purchasing.

HR and/or IT Action

Budget Department Action

No action by B&F

Auditor's Office Action

No action required by Auditor.

Commissioners Court

Filing of the March 14, 2016, Minutes, County Clerk.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Adjustment:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Health Care Foundation Meeting Minutes, March 14, 2016

H.C.F RESOLUTION NO. 2016 _____

STATE OF TEXAS

HEALTH CARE FOUNDATION
MEETING MINUTES
MARCH 14, 2016

COUNTY OF COLLIN

On Monday, March 14, 2016, the Collin County Health Care Foundation Board of Trustees met in Regular Session in the Commissioners' Courtroom, Jack Hatchell Collin County Administration Building, 4th Floor, 2300 Bloomdale Road, City of McKinney, Texas, with the following members present, and participating, to wit:

President Keith Self
Trustee Susan Fletcher, Precinct 1
Trustee Cheryl Williams, Precinct 2
Trustee Chris Hill, Precinct 3
Trustee Duncan Webb, Precinct 4

1. President Self called to order the meeting of the **Collin County Health Care Foundation** at 2:43 p.m.

FYI NOTIFICATION

1. **AI-41285** Budget amendment in the amount of \$41,765 to establish the budget for the first six (6) months of the FY 2016 Shoap RN Program, Auditor.

2. **Consent agenda to approve:** President Self asked for comments on the consent agenda. Hearing none, a motion was made to approve the consent agenda. (Time: 2:43 p.m.)

Motion by: Trustee Chris Hill
Second by: Trustee Duncan Webb
Vote: 5 – 0 Passed

a. **AI-41245** Disbursements for the period ending March 8, 2016, Auditor.

H.C.F RESOLUTION NO. 2016-2024-03-14

b. **AI-41279** Filing of the February 22, 2016, Minutes, County Clerk.

H.C.F RESOLUTION NO. 2016-2025-03-14

c. **AI-41292** FY 2016 Health Care Advisory Board funding recommendations to various non-profit organizations, Health Care.

H.C.F RESOLUTION NO. 2016-2026-03-14

EXECUTIVE SESSION

The Board did not recess into Executive Session. There being no further business of the Board, President Self adjourned the meeting at 2:43 p.m.

AI-41391

2. c.

Health Care Foundation

Meeting Date: 04/04/2016

Personnel Appointments

Submitted For: Cynthia Jacobson

Submitted By: Georgia Shepherd

Department: Human Resources

Request Type: CONSENT

Information

Department Action

Personnel Appointments, Human Resources.

Purchasing Department Action

HR and/or IT Action

Budget Department Action

Auditor's Office Action

Commissioners Court

Personnel Appointments, Human Resources.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Adjustment:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Draft Court Order

Personnel Appointments

HEALTH CARE FOUNDATION

HCF RESOLUTION NO. 2016-_____ -04-04

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: New Appointments – Human Resources

On **April 4, 2016**, the Health Care Foundation Board of Trustees of Collin County, Texas, met in **regular session** with the following members present and participating, to wit:

**Keith Self
Susan Fletcher
Cheryl Williams
Chris Hill
Duncan Webb**

**President
Trustee
Trustee
Trustee/Secretary
Trustee**

During such session the Health Care Foundation Board of Trustees considered the appointment of new hires for the period ending **April 4, 2016.**

Thereupon, a motion was made, seconded and carried with a majority vote of the Board that the attached list of appointments be approved in accordance with the recommendation of the Director of Human Resources.

Keith Self, President

ATTEST:

Chris Hill, Trustee/Secretary

**COMMISSIONERS' COURT
HEALTH CARE APPOINTMENTS
April 04, 2016**

| Name | Department | Dept # | Title | Salary | Grade | % over Min | Effective Date | Notes |
|--------------|----------------------|---------------|--------------|---------------|--------------|-------------------|-----------------------|------------------------------------|
| Arifa Nishat | Health Care Services | 6001 | Physician | \$190,000 | 705 | n/a | 5/2/2016 | Directly related experience |