



Collin County Purchasing

2018-048

Enterprise Evidence Management System

Issue Date: 1/8/2019

Questions Deadline: 1/18/2019 05:00 PM (CT)

Response Deadline: 1/31/2019 02:00 PM (CT)

Collin County Purchasing

Contact Information

Contact: Courtney Wilkerson Senior Buyer

Address: 2300 Bloomdale Rd.

Ste. 3160

Purchasing

Admin. Building

Ste.3160

McKinney, TX 75071

Phone: (972) 548-4113 x

Fax: (972) 548-4694 x

Email: cwilkerson@co.collin.tx.us

Event Information

Number: 2018-048
Title: Enterprise Evidence Management System
Type: Request for Proposal - HT/INS
Issue Date: 1/8/2019
Question Deadline: 1/18/2019 05:00 PM (CT)
Response Deadline: 1/31/2019 02:00 PM (CT)
Notes: Collin County's intent of this Request for Proposal (RFP) and resulting contract is to provide contractors with sufficient information to prepare a proposal for a comprehensive Enterprise Evidence Management System (EEMS).

Billing Information

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

Bid Activities

Deadline to Submit Questions

1/18/2019 5:00:00 PM (CT)

Deadline to Submit Questions is Friday, January 18, 2019 at 5:00pm CST.

Intent to Submit Proposal

1/25/2019 5:00:00 PM (CT)

Do you intend to submit proposal?

Bid Attachments

LEGAL_NOTICE-EEMS.doc

Legal Notice

[Download](#)

General_Instructions_Proposals.docx

General_Instructions_Proposals

[View Online](#)

Terms_of_Contract_Proposals.docx

Terms_of_Contract_Proposals

[View Online](#)

Insurance updated 1-26-2015.doc

Minimum Insurance Requirements

[View Online](#)

2018_12_17_Enterprise_Evidence_Management_System_-_RFP_Revision.docx

Specifications

[View Online](#)

Attachment A - Requirements (2).xlsx

Attachment A - Requirements

[View Online](#)

Attachment B - Collin County SaaS Subscription Agreement.docx

Attachment B - Collin County SaaS Subscription Agreement

[View Online](#)

Information_Regarding_Conflict_of_Interest_Questionnaire.docx

Information Regarding Conflict of Interest Questionnaire

[View Online](#)

CIQ_113015.pdf

Conflict of Interest Questionnaire

[View Online](#)

HB89 Verification.docx

HB89/Chapter 2270 Verification

[Download](#)

Bid Invitation [New Format - BETA].pdf

Bid Document (Complete if Submitting Manual Bid)

[View Online](#)

W9_2014.pdf

W-9

[View Online](#)

Requested Attachments

Proposal Response to Section 6.0

(Attachment required)

Submit Response to Section 6.0

Attachment A- Requirements

(Attachment required)

Complete and submit Attachment A- Requirements

Detailed Response to Requirements Attachment

(Attachment required)

Submit Detailed Response to Requirements Attachment

HB89

(Attachment required)

W9

(Attachment required)

Conflict of Interest Questionnaire

Pricing

(Attachment required)

Submit attachment with pricing including a breakdown of cost per item as detailed in Section 6.9.

Bid Attributes

1 eBid Notice

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

(Required: Maximum 1000 characters allowed)

2 Contact Information

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

(Required: Maximum 4000 characters allowed)

3 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: Maximum 1000 characters allowed)

4 Exceptions

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

☐ Yes ☐ No

(Required: Check only one)

5 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: Maximum 1000 characters allowed)

6 Subcontractors

State the business name of all subcontractors and the type of work they will be performing under this contract. If you are fully qualified to self-perform the entire contract, please respond with "Not Applicable-Self Perform".

(Required: Maximum 4000 characters allowed)

7 Reference No. 1

List a company or governmental agency where these same/like products /services, as stated herein, have been provided. Texas references preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.

(Required: Maximum 4000 characters allowed)

8 Reference No. 2

List a company or governmental agency where these same/like products /services, as stated herein, have been provided. Texas references preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.

(Required: Maximum 4000 characters allowed)

9 Reference No. 3

List a company or governmental agency where these same/like products /services, as stated herein, have been provided. Texas references preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.

(Required: Maximum 4000 characters allowed)

10 Cooperative Contracts

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

☐ Yes ☐ No

(Required: Check only one)

1
1 **Preferential Treatment**

The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A). 1. Is your principal place of business in the State of Texas? 2. If your principal place of business is not in Texas, in which State is your principal place of business? 3. If your principal place of business is not in Texas, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage? 4. If your state favors resident bidders, state by what dollar amount or percentage.

(Required: Maximum 4000 characters allowed)

1
2 **Debarment Certification**

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

(Required: Maximum 1000 characters allowed)

1
3 **Immigration and Reform Act**

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

(Required: Maximum 1000 characters allowed)

1
4 **Disclosure of Certain Relationships**

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

(Required: Maximum 1000 characters allowed)

1
5**Anti-Collusion Statement**

Bidder certifies that its Bid/Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid/Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in Agreement cancellation, return of materials or discontinuation of services and the possible removal from bidders list. Please initial.

(Required: Maximum 1000 characters allowed)

1
6**Disclosure of Interested Parties**

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

(Required: Maximum 1000 characters allowed)

1
7**Notification Survey**

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

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

(Required: Check only one)

1
8**Proposer Acknowledgement**

Proposer acknowledges, understands the specifications, any and all addenda, and agrees to the proposal terms and conditions and can provide the minimum requirements stated herein. Offeror acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Proposal submittal resulting from Proposer's failure to do so. Proposer acknowledges the prices submitted in this Proposal have been carefully reviewed and are submitted as correct and final. If Proposal is accepted, vendor further certifies and agrees to furnish any and all products/services upon which prices are extended at the price submitted, and upon conditions in the specifications of the Request for Proposal. Please initial.

(Required: Maximum 1000 characters allowed)

19	Cooperative Contract Name State the cooperative contract name this quote is offered under. (i.e. TX DIR, TXMAS, TCPN, National IPA, Buyboard, TIPS/TAPS, etc.) If none, answer N/A. <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <p><i>(Required: Maximum 4000 characters allowed)</i></p>
20	Cooperative Contract Number State the cooperative contract number this quote is offered under. If none, answer N/A. <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <p><i>(Required: Maximum 4000 characters allowed)</i></p>
21	Cooperative Contract Website Please provide the website URL for the cooperative contract this quote is offered under. If none, answer N/A. <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <p><i>(Required: Maximum 1000 characters allowed)</i></p>

Bid Lines

1	State total price per Section 6.9. Include attachment with breakdown as detailed in Section 6.9. Any travel costs shall be not to exceed and included in the implementation services cost. <i>(Response required)</i>		
	Quantity: <u> 1 </u> UOM: <u> lump sum </u>	Unit price: \$ 	Total: \$
	Supplier Notes: <hr/> <hr/> <hr/>		<input type="checkbox"/> No bid <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

The undersigned hereby certifies the foregoing proposal submitted by the company listed below hereinafter called “offeror” is the duly authorized agent of said company and the person signing said proposal has been duly authorized to execute same. Offeror affirms that they are duly authorized to execute this contract; this company; corporation, firm, partnership or individual has not prepared this proposal in collusion with any other offeror or other person or persons engaged in the same line of business; and that the contents of this proposal as to prices, terms and conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Print Name

Signature

1.0 GENERAL INSTRUCTIONS

1.0.1 Definitions

1.0.1.1 Offeror: refers to submitter.

1.0.1.2 Vendor/Contractor/Provider: refers to a Successful Vendor/Contractor/Service Provider.

1.0.1.3 Submittal: refers to those documents required to be submitted to Collin County, by an Offeror.

1.0.1.4 RFP: refers to Request for Proposal.

1.0.1.5 CSP: refers to Competitive Sealed Proposal

1.1 If Offeror does not wish to submit an offer at this time, please submit a No Bid.

1.2 Awards shall be made not more than ninety (90) days after the time set for opening of submittals.

1.3 Collin County is always conscious and extremely appreciative of your time and effort in preparing your submittal.

1.4 Collin County exclusively uses ionWave Technologies, Inc. (Collin County eBid) for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or 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://collincountytexas.ionwave.net/>, telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Offeror's receipt of any addenda issued. Offeror shall acknowledge receipt of all addenda.

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

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

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

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

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

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

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

1.18.3 have a satisfactory record of performance;

1.18.4 have a satisfactory record of integrity and ethics;

1.18.5 be otherwise qualified and eligible to receive an award.

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

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

1.21 Public Information Act: Collin County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. All information submitted by prospective 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.

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

2.0 TERMS OF CONTRACT

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

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

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

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

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

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

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

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

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

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

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

2.11.1 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before

beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of \$25,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 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 proposal price. All components required to render the item complete, installed and operational shall be included in the total proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.

2.16 Vendor/Contractor/Provider shall notify the Purchasing Department immediately if delivery/completion schedule cannot be met. If delay is foreseen, the Vendor/Contractor/Provider shall give written notice to the Purchasing Agent. The County has the right to extend delivery/completion time if reason appears valid.

2.17 The title and risk of loss of the product(s) shall not pass to Collin County until Collin County actually receives and takes possession of the product(s) at the point or points of delivery. Collin County shall generate a purchase order(s) to the Vendor/Contractor/Provider and the purchase order number must appear on all itemized invoices.

2.18 Invoices shall be mailed directly to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. All invoices shall show:

2.18.1 Collin County Purchase Order Number;

2.18.2 Vendor's/Contractor's/Provider's Name, Address and Tax Identification Number;

2.18.3 Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.

- 2.19 Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.
- 2.20 All warranties shall be stated as required in the Uniform Commercial Code.
- 2.21 The Vendor/Contractor/Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.22 The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.
- 2.23 The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Collin County, Texas.
- 2.24 The Vendor/Contractor/Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.
- 2.25 The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.
- 2.26 Vendor/Contractor/Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Vendor/Contractor/Provider for purposes of solicitation. As exception, Vendor/Contractor/Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.
- 2.27 The Vendor/Contractor/Provider understands, acknowledges and agrees that if the Vendor/Contractor/Provider subcontracts with a third party for services and/or material, the primary Vendor/Contractor/Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Vendor/Contractor/Provider and the third party, including any payment dispute, will be promptly remedied by the primary vendor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Vendor/Contractor/Provider by Collin County for any payments owed to the third party.
- 2.28 Vendor/Contractor/Provider shall provide Collin County with diagnostic access tools at no additional cost to Collin County, for all Electrical and Mechanical systems, components, etc., procured through this contract.
- 2.29 Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by 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.
- 2.30 Non-Disclosure Agreement: Where applicable, vendor shall be required to sign a non-disclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by vendor, except as provided in the contract/agreement, may cause serious harm or damage to Collin County. Therefore, Vendor agrees that Vendor will not use the information furnished for any purpose other than that stated in contract/agreement, and agrees that Vendor will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible

transaction. This agreement shall be binding upon Collin County and Vendor, and upon the directors, officers, employees and agents of each.

2.31 Vendors/Contractors/Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must be legally eligible to work in the United States of America.

2.32 Certification of Eligibility: This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or proposal in response to this solicitation, the Offeror certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of proposal submission and time of award, the Offeror will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.

2.33 Notice to Vendors/Contractors/Providers delivering goods or performing services within the Collin County Detention Facility: The Collin County Detention Facility houses persons who have been charged with and/or convicted of serious criminal offenses. When entering the Detention Facility, you could: (1) hear obscene or graphic language; (2) view partially clothed male inmates; (3) be subjected to verbal abuse or taunting; (4) risk physical altercations or physical contact, which could be minimal or possibly serious; (5) be exposed to communicable or infectious diseases; (6) be temporarily detained or prevented from immediately leaving the Detention Facility in the case of an emergency or "lockdown"; and (7) subjected to a search of your person or property. While the Collin County Sheriff's Office takes every reasonable precaution to protect the safety of visitors to the Detention Facility, because of the inherently dangerous nature of a Detention Facility and the type of the persons incarcerated therein, please be advised of the possibility of such situations exist and you should carefully consider such risks when entering the Detention Facility. By entering the Collin County Detention Facility, you acknowledge that you are aware of such potential risks and willingly and knowingly choose to enter the Collin County Detention Facility.

2.34 Delays and Extensions of Time when applicable:

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

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

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

completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.

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

2.37 Vendors/Contractors/Providers must be in compliance with the provisions of Section 2270.001 of the Texas Government Code which states a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and, (2) will not boycott Israel during the term of the contract. By submitting a response to a Collin County solicitation, the vendor will be required to sign the Chapter 2270 Verification form prior to a recommendation of the contract. This Act is effective September 1, 2017.

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

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

3.0 INSURANCE REQUIREMENTS

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

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

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

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

Employers' Liability

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

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

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

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

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

3.1.5 **Umbrella/Excess Liability** insurance.

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

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

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

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

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

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

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

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

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

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

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

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

4.0 EVALUATION CRITERIA AND FACTORS

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

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

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

The first part of the elevation process is to validate the completeness of the proposal and ensure that all the RFP guidelines and submittal requirements are met. Contractors may, at the discretion of the County, be contacted to submit clarifications or additional information within two business days. Incomplete or noncompliant RFPs may be disqualified.

LEVEL 1 - CONFORMANCE WITH MANDATORY REQUIREMENTS

Criteria assessed during Level 1:

- Conformance with RFP guidelines and submittal requirements to include proposal response to Section 6.9 Pricing/Fees, Section 6.4 Attachment A – Requirements and Detailed Response to Requirements.

LEVEL 2 – DETAILED PROPOSAL ASSESSMENT (Maximum 100 Points)

The Evaluation Committee will conduct a detailed assessment of all proposals elevated to this Level. Proposals may earn up to 100 Points based on evaluated criteria. Criteria evaluated in Level 2 include:

Points	Evaluation Criteria
70	Response and compliance with Attachment A-Requirements (Proposal Format Item 6.4) (Maximum of 70 Points) <ul style="list-style-type: none"> • General Requirements (Maximum of 10 Points) • Functional Requirements (Maximum of 35 Points) • Technical Requirements (Maximum of 25 Points)
10	Project Plan & Timeline (Proposal Format Item 6.5; 6.7)
20	Qualifications of the Firm/Experience/ Similar Projects Involved With (Proposal Format Item 6.2; 6.3; 6.8)

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

LEVEL 3 – COST (Maximum 25 Points)

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

Points	Evaluation Criteria
25	Cost (Proposal Format Item 6.9)

LEVEL 4 – DEMONSTRATION OF SOLUTION (Maximum 30 Points)

Contractors may be invited to demonstrate their responses on-site; however, demonstrations are at the sole discretion of the committee and the committee is not obligated to request a demonstration. The demonstration is an opportunity for the evaluation committee to ask questions and seek clarification of the proposal submitted. The demonstration is not meant as an opportunity for the contractor simply to provide generic background information about the corporation or its experience.

Points	Evaluation Criteria
30	Product Demonstration and Interview

Product Demonstrations & Interviews

During the demonstrations and interviews, the County will assess the “look and feel” of the proposed product using detailed scripts tailored to reflect County business processes. Several of the other evaluation criteria will be clarified and refined, including the implementation strategy and plan, technology compatibility, ability to meet business requirements, and cost. In addition to the scripted demonstrations, the County will request that all Contractors elevated to this level staff a product lab to allow County staff to “touch and feel” the product with Contractor staff available to respond to questions.

A tentative schedule for the demonstrations has been provided in Section 5.18. The demonstrations, if held, will be scheduled accordingly and all presenting contractors will be notified of the time and date two (2) weeks prior to their designated time. Contractors who cannot attend may be eliminated.

Proposals may be re-evaluated based upon Criteria in level 2 and 3.

The county reserves the right to bypass Level 4 in the evaluation process and move directly to Level 5.

LEVEL 5 – REFERENCES (Maximum 20 Points)

Points	Evaluation Criteria
20	References (Proposal Format Item 6.6)

References

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

As a part of the references, the County may choose to visit sites where the proposed software is in live production.

LEVEL 6 – BEST AND FINAL OFFER

Contractors who are susceptible of receiving award will be elevated to Level 6 for Best and Final Offer. Contractor will be asked to respond in writing to issues and questions raised by the County as well as any other cost and implementation planning considerations in the proposal, and may be invited to present their responses on-site. Proposals may be re-evaluated based upon Criteria in level 2 through 5.

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

5.0 SPECIAL CONDITIONS AND SCOPE OF SERVICES

- 5.1 Authorization: By order of the Commissioners' Court of Collin County, Texas, sealed proposals will be received for **Enterprise Evidence Management System (EEMS)**.
- 5.2 Intent of Request for Proposal: Collin County's intent of this Request for Proposal (RFP) and resulting contract is to provide contractors with sufficient information to prepare a proposal for a comprehensive **Enterprise Evidence Management System (EEMS)**.
- 5.3 Term: Provide for a term contract commencing on the date of the award and continuing until project is complete. County will then enter into annual maintenance contract with the option of three (3) annual renewals.

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

- 5.4 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.
- 5.5 Funding: Funds for payment have been provided through the Collin County budget approved by the Commissioners' Court for this fiscal year only. State of Texas statutes prohibit the County from any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that arise past the end of the current Collin County fiscal year shall be subject to budget approval.
- 5.6 Price Reduction: If during the life of the contract, the contractor's net prices to 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 according to the schedule proposed by contractor in Section 6.7.

- 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.
- 5.9 **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.
- 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:** When requested, samples/demos shall be furnished free of expense to Collin County.
- 5.12 **Approximate Value/Usage:** Approximate usage does not constitute an order, but only implies the probable quantity the County will use. Estimated expenditure is \$400,000.
- 5.13 **Background Check:** All Contractor employees that will be working on site or by Remote Access shall pass a criminal background check performed by Collin County before any work may be performed. The selected contractor shall be provided the required documents to submit required information for background checks.
- 5.14 **Subcontractors:** Contractor shall state names of all subcontractors and the type of work they will be performing. If an contractor fails to specify a subcontractor, then he shall be deemed to have agreed that he is fully qualified to perform the contract himself, and that he will fully perform the contract himself.

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

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

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

5.16 **PROPOSAL SCHEDULE**

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

RFP Released	Tuesday, January 8, 2019
Deadline for submission of questions	Friday, January 18, 2019 at 5:00pm CST
Proposals Due	Thursday, January, 31, 2019 at 2:00pm CST
Demonstrations (Optional)	Week of Monday, March 18, 2019- Friday, March 22, 2019
Award of RFP	May 2019

5.17 STATEMENT OF WORK

Collin County's District Attorney's (DA's) office is requesting proposals from established contractors for a comprehensive Enterprise Evidence Management System (EEMS). The Contractor will outline one distinct plan for the District Attorney's Office based on their requirements.

Functionality, implementation support, on-going support, customer care, integration, reliability, maintenance, ease of use, scalability, expandability and adaptability to new processes, applications and technologies will be extremely important in the evaluation/decision process.

The successful Contactor shall demonstrate a well-planned, integrated transition from any existing system(s), will ensure that service disruptions are minimized. The District Attorney's office, other county departments and outside agencies need to be well trained and supported, and operational inconveniences are minimized.

In addition to evidence management functionality, the DA's office may be interested in additional evidence management technologies that will increase the efficiency or effectiveness of operations and/or enhance internal and external department's convenience. Proposals shall include descriptions of additional technologies offered by the Contractor and a statement of what services or efficiencies those technologies would provide.

The DA's office desires a system that is flexible and adapts to the changing needs and technologies of our Collin County evidence management processes. We highly recommend all proposals include an estimate of custom system modifications to accommodate functional enhancements that meet the DA's minimum requirements for an optimum system.

The solution for the DA's Office shall provide turnkey installation of all systems specified in this RFP under a single contract. Contractor/subcontractor proposals for system components will be considered subject to Service Level Agreements (SLAs).

5.18 ENTERPRISE EVIDENCE MANAGEMENT SYSTEM (EEMS)

The Enterprise Evidence Management System software shall provide an automated method to manage most functions of the evidence process. Using current technology, the system shall automate to the greatest extent possible the management functions surrounding the core of the EEMS.

The DA's office currently processes digital evidence manually. Outside agencies provide digital evidence on DVDs/Flash Drives or other media sources.

5.19 – 5.21– See Attachment A – Requirements. Complete Attachment A and submit in accordance with section 6.4.

<h2>6.0 PROPOSAL FORMAT</h2>

In accordance with the directions below, contractor shall provide a response for each item in Section 6.2 - 6.9 in order and include item numbers in response. Answer all questions fully, clearly, and concisely, giving complete information. Do not skip items. Do not refer to other parts of your proposal for the answers. You may not modify either the order or language of the question. **Responses shall include a statement of “agree”, “confirmed”, “will provide”, “not applicable”, or “exception taken” along with any additional information.** If an item is “not applicable” or “exception taken”, contractor shall state that and refer to Section 7.0 Exceptions, with explanation.

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

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

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

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

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

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

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

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

6.2 FIRM OVERVIEW

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

- 6.2.1 A descriptive background of your company's history.
- 6.2.2 State your principal business location and any other service locations.
- 6.2.3 State the address and normal business hours of your local service location and list the number of technical support personnel assigned to this work location. Should a service location not exist in the Collin County region please list your nearest service location to the county.
- 6.2.4 What is your primary line of business?
- 6.2.5 How long have you been selling product(s) and/or providing service(s)?
- 6.2.6 State the number and location of installations where your services are in use.
- 6.2.7 Does your solution require third party software? If yes, explain.
- 6.2.8 Describe plan to keep Collin County up to date on current changes and operating systems, during the term of the contract.
- 6.2.9 Identify any terminated public sector projects. Disclose the jurisdiction and explain the termination.
- 6.2.10 Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- 6.2.11 List of all lawsuits resulting in award (in or outside of court) to a client and provide basis and finding of any settlement.

6.3 PROPOSED PROJECT TEAM/STAFF QUALIFICATIONS/EXPERIENCE/CREDENTIALS

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

6.4 REQUIREMENTS

- 6.4.1 Contractor shall respond to all requirements in Attachment A-Requirements.
 - 6.4.1.1 Requirements that require a detailed response shall be submitted as attachment with named "Detailed Response to Requirements". The responses shall be in order and include the reference numbers within this document. Acknowledgement of response on this sheet is required and reference of location of response shall be referenced in the comment section of this document.
 - 6.4.1.2 Any responses that are answered as a yes mean that the system will fully comply with no setup required, configurable with no changes to source code, or are provided with reporting tool. If the functionality is not available at this time the response shall be answered as no and shall be included in your proposal as "exceptions" with further explanation. Refer to Section 7.0 of the specifications for more details on Exceptions.

6.5 PROJECT PLAN AND METHODOLOGY

Contractor shall provide a response for each statement below.

- 6.5.1 Provide a draft project plan (preferably a GANTT Chart) in MS project or other suitable format that describes the project level tasks, duration, resources and appropriate dependencies.
- 6.5.2 Project plan to include roles and responsibilities of the Contractor and its representatives, including installation, development of any mandatory customizations, implementation, post-implementation, support and service level agreements for implementation issues both immediate and on-going.
- 6.5.3 Project plan should include training resources, timeline, and training plan description.
- 6.5.4 Provide a specific, detailed project plan that describes how the Contractor intends to provide the requested services which are set forth in this Scope of Work. Explain, in full detail, how the Contractor will meet all the needs of the District Attorney detailed in the Scope of Work. Contractor should not summarize its services in this section. Rather, explain exactly how the Contractor can meet the District Attorney's needs. If applicable, include items such as technical details and descriptions, key personnel, implementation plans, customer service, timetables, deliverables, ongoing communication with the District Attorney and Information Technology departments.
- 6.5.5 Demonstrate a clear understanding of the tasks and the potential problems in meeting the Scope of Work requirements. The Contractor should include a statement and discussion of anticipated major difficulties and problems areas, together with potential or recommended approaches for their solution.
- 6.5.6 Contractor shall respond to all elements of the RFP and SOW. In particular, Contractor's response should include specific information, documents, submittals, or responses.

6.5.7 Any services Contractor cannot provide that are stated in Section 5.0 of the Request for Proposal, shall be disclosed in writing in the section labeled Exceptions at the end of the proposal. If no exceptions are listed in the section labeled Exceptions, it is understood that the Contractor has agreed to requirements as listed in the RFP.

6.5.8 Respond to all elements of the RFP and Scope of Work.

6.6 REFERENCES

6.6.1 Provide a minimum of three (3) references. Texas references preferred. Include the following information for each reference; the name and address of the organization, as well as the name, position, email and telephone number of the contact in the referred organization. References with similar projects and users are preferred.

6.6.1.1 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.

6.7 TIME SCHEDULE

6.7.1 Provide a schedule for each phase of the proposed project beginning with program development and ending with the date of operation to minimize the duration of the implementation. 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.

6.8 SIMILAR PROJECTS INVOLVED WITH

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

6.9 PRICING/FEES

Contractor shall state pricing in the appropriate categories below. Any travel costs shall be not to exceed and included in the implementation services cost.

6.9.1 Software Cost

6.9.1.1 Licensing Fees

6.9.2 Implementation Services:

6.9.2.1 Installation and Configuration

6.9.2.2 Training

6.9.2.3 Post Go-Live Support

6.9.2.4 Not to Exceed Travel Cost

6.9.3 Annual Maintenance Cost for each year for years 1-3.

6.9.4 Optional- Hourly rate for future software customizations/modifications.

6.9.5 Optional- Hourly rate for Project Manager.

6.9.6 Optional- Cost for Integration via API

6.9.7 Optional- Cost for Cloud-Based Solution

6.9.8 Optional- Cost for Mobile Device Functionality

6.9.9 Optional- Cost for GIS Capabilities

7.0 EXCEPTIONS

Instructions for completing section:

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

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

Reference Number	<p>IMPORTANT INFORMATION:</p> <p>Requirements that require a detailed response shall be submitted as attachment with titled "Detailed Response to Requirements". The responses shall be in order and include the reference numbers within this document. Acknowledgement of response on this sheet is required and reference of location of response shall be referenced in the comment section of this document.</p> <p>Any responses that are answered as a yes mean that the system will fully comply with no setup required, configurable with no changes to source code, or are provided with reporting tool. If the functionality is not available at this time the response shall be answered as no and shall be included in your proposal as "exceptions" with further explanation. Refer to Section 7.0 of the specifications for more details on Exceptions.</p>	<p>Yes</p> <p>System currently performs these functions and/or agree to requirement</p>	<p>No</p> <p>System does not perform this function and/or cannot agree to requirement</p>	<p>Written Response: Include additional comments below. If you need additional space please include with your submittal attachment titled "Detailed Response to Requirements" and note accordingly below.</p>
5.19	GENERAL REQUIREMENTS			
5.19.1	Adapt to the DA's business environment when processes or procedures change.			
5.19.2	Application shall allow outside agencies access the application to upload digital evidence and capability to manage the evidence.			
5.19.3	Vendor shall provide the DA's office and department administrators with on-line help, prompts, and documentation to assist system users and administrators.			
5.19.4	Application shall produce System Administrator/Management reports.			
5.19.5	Application shall provide the DA's office with system administration capabilities.			
5.19.6	Application shall provide chain of custody management/reporting/tracking.			
5.19.7	Application shall secure access to the application (password protected).			
5.19.8	Application shall provide searchable field capability.			
5.19.9	Application shall support different proprietary video/photo formats.			
5.19.10	Application shall support numerous web browser interfaces; IE, Mozilla, Firefox, Safari, Google Chrome etc.			
5.19.11	Strongly prefer the option to integrate via API, depending on the proposed contractor solution, specific data elements and be identified for the API's.			
5.19.12	Vendor shall describe process for making corrections to files once case information is sent to the DA's Office. (Example: The wrong information is uploaded to the incorrect case file and sent to the DA.)			
5.20	FUNCTIONAL REQUIREMENTS			
5.20.1	APPLICATION SOFTWARE			
5.20.1.1	Software shall be 100% web based. No client side software, drivers, etc., will be loaded on a user's computing or mobile device.			
5.20.1.2	Application software shall be able to run in a virtual (VM) environment.			
5.20.1.3	Cloud-based can be optional but shall comply with federal Criminal Justice Information Services (CIJS). The cloud-based solution shall comply with the Collin County Information Technology Cloud Services agreement, (Refer to Attachment B, Collin County SaaS Subscription Agreement.)			
5.20.1.4	Application data fields shall be configurable by the County.			
5.20.1.5	Strongly prefer the system allow for the addition of new data fields.			
5.20.1.6	The system shall allow customization of data field names on data input screens.			
5.20.1.7	Values for 'pulldown' data input field names shall be configurable, where the DA/System Administrator can change the values populated in the pulldown fields.			
5.20.1.8	System shall provide an audit log of what queries were run by system logonid.			
5.20.1.9	Strongly prefer system track and maintain an audit log of internal users only who searched for specific information and the cases that search was related to.			
5.20.1.10	System shall allow electronic upload of information to the system.			
5.20.1.11	Information in the system shall be searchable.			
5.20.1.12	The system shall indicate all required data entry fields on data entry screens.			
5.20.1.13	Case Number format shall align with Collin County's format, or at a minimum, be configurable by Collin County. Example: the DA Ctrl # format is: 2017-1 (Four digit year)-(followed by consecutive numbers) At the beginning of each year, the consecutive number starts over.			
5.20.1.14	The system shall provide the capability to store high quantities of large files on a secure network.			
5.20.1.15	Application shall allow unlimited upload and authentication of all digital files including images, video, audio, and any other files.			
5.20.2	EVIDENCE WORKFLOW			
5.20.2.1	Strongly prefer that the application allows agencies to gather evidence and upload it to a case in the system. Evidence for the case can be added, edited or deleted prior to the agency 'releasing' the evidence to the DA's office for consideration.			
5.20.2.2	Once data is uploaded and the agency deems the evidence is ready to be reviewed by the DA, application shall electronically alert the DA's office that new case evidence has been uploaded and ready for review.			

5.20.2.3	The system shall provide the capability to allow the DA to route (return) the evidence back to the agency user for clarification or for more information. The system shall auto-generate a notification to the agency user that evidence has been returned for more information.			
5.20.2.4	The system shall allow the DA/System Administrator to assign (and reassign) cases to individual members of the DA staff. Only authorized users can view evidence for the cases they are assigned.			
5.20.2.5	Evidence is reviewed by the DA's office. A record of evidence viewed by all internal system users shall be maintained by the system (date/time/user timestamp) in an audit log. The audit log shall be easily accessible for review.			
5.20.2.6	The DA/System Administrator shall have the capability to decide who will they will share the information with (Defense Attorneys, Courts, other County departments/personnel).			
5.20.2.7	The system shall allow 'real time' sharing of evidence with any party. Example, during a trial, evidence can be shared with a defense attorney who has access to the system while a judge is holding court proceedings.			
5.20.3	SUBMISSION OF AGENCY INFORMATION – EVIDENCE GATHERING AND DATA ENTRY			
5.20.3.1	The system shall allow an agency user to see all cases they are submitting evidence for.			
5.20.3.2	The system shall allow an agency user to submit evidence to the DA in a workflow fashion once the user is satisfied that the evidence is ready to be submitted to the DA for review.			
5.20.3.3	After the evidence is submitted to the DA's office, application shall allow additional information to be submitted by an agency user to the same case. An auto-generated notification of newly uploaded evidence shall be sent to the DA's office.			
5.20.3.4	The system shall accommodate multiple formats for electronic information (Audio, photos, video, MS Office product files, etc.). The system shall allow the agency user to add descriptions for all files uploaded to the system.			
5.20.3.5	Once evidence is uploaded to the system, a system generated acknowledgement shall be sent to the agency user confirming the successful upload of information to the system.			
5.20.3.6	The system shall allow the agency user to import information into the system from laptops, mobile devices, external hard drives, thumbdrives / flashdrives, etc.) via a secure upload.			
5.20.3.7	Strongly prefer the system allow agency email and web address to access "portal." No logins or passwords, just a link to view. DA doesn't want to manage user names and passwords—DA only wants to approve agencies electronic evidence submission.			
5.20.4	CHAIN OF CUSTODY			
5.20.4.1	Contractor shall follow and log Chain of Custody – rules of evidence.			
5.20.4.2	Contractor shall provide or demonstrate any chain of custody within our Collin County processes that can be done in the application.			
5.20.5	EVIDENCE SHARING WITH DEFENSE ATTORNEYS			
5.20.5.1	The system shall allow sharing of evidence with Defense Attorneys.			
5.20.5.2	Strongly prefer the system allow defense attorney email and web address to access "portal." No logins or passwords, just a link to view. DA doesn't want to manage user names and passwords.			
5.20.5.3	The DA/System Administrator shall have the capability to limit the time defense attorneys are allowed to view specific evidence.			
5.20.5.4	The system shall maintain an audit log of which attorneys accessed the information (date/time/user timestamp), need to be able to show time and date each item was shared with defense attorney, and when defense attorney accessed discovery system. DA needs to be able to show that it was shared with Defense Attorney, or if they accessed the link. (Similar to "read receipt" proving that email was received). DA does not want details about what specific item the defense attorney accessed or viewed.			
5.20.6	PHOTOGRAPHIC IMAGE UPLOADS AND RELATED FUNCTIONALITY			
5.20.6.1	Photographic images shall provide direct image acquisition from an external storage device (hard drive, thumb drive, CDs, external hard drive, mobile device).			
5.20.6.2	Application shall allow an unlimited amount of enhanced photos to be created and associated to the original photo.			
5.20.6.3	Each enhanced photo shall maintain an audit trail (date/time/user stamp) for each version of the enhanced photo.			
5.20.6.4	Enhanced photos shall be emailed/downloaded by authorized users of the system. An audit log is maintained for all photos downloaded or emailed from the system by any user.			
5.20.7	VIDEO EVIDENCE UPLOADS AND RELATED FUNCTIONALITY			
5.20.7.1	The system shall allow videos to be uploaded/downloaded and streamed to DA's office			
5.20.7.2	Videos shall be uploaded to the system through an external storage device (hard drive, thumb drive, CDs, external hard drive, mobile device).			
5.20.7.3	The system shall not restrict the types of video formats uploaded to the system.			
5.20.7.4	The system shall allow codecs for all video files to be stored so that the DA's office can view all videos regardless of video format.			
5.20.7.5	Application shall allow access to all videos is controlled by the DA/System Administrator.			
5.20.7.6	Once videos are uploaded to the system, videos shall be downloaded or emailed by any user who has security access to the videos. An audit log shall be maintained for all videos downloaded or emailed from the system.			

5.20.8	PHOTO AND VIDEO REDACTION CAPABILITIES			
5.20.8.1	The system shall provide redaction capabilities for all photos and videos uploaded to the system.			
5.20.8.2	The system shall be able to redact videos, allowing the user to remove sections of the video within a video file. The system shall leave the original video file untouched.			
5.20.8.3	The system shall provide the capability to obliterate any data uploaded to the system. This capability would only be granted to the DA/System Administrator.			
5.20.9	REPORTING CAPABILITIES			
5.20.9.1	The system shall have reporting capabilities, both standard reports provided by the system, along with tools that allow the user to customize reports.			
5.20.9.2	Audit Logs shall be printable by system users.			
5.20.9.3	Strongly prefer the system provide statistical reports that can be reviewed by higher management.			
5.20.9.4	Reports shall be an array of standard reports. The County strongly prefers the system provide custom reporting capabilities.			
5.20.10	PHYSICAL EVIDENCE TRACKING			
5.20.10.1	The system shall track physical case related evidence.			
5.20.10.2	The system shall allow DA to initiate a report and link physical evidence with the report.			
5.20.10.3	The system shall maintain an inventory of physical evidence by Case Number. This inventory shall be searchable within the system.			
5.20.10.4	Chain of Command shall be applied to property control for all evidence tracked by case.			
5.20.10.5	Firearms, fired bullets, cartridges collected during a case investigation shall be tracked to the case.			
5.20.10.6	Footwear and tire track evidence shall be tracked to the case.			
5.20.10.7	Narcotics and pharmaceutical drugs collected shall be tracked to the case.			
5.20.10.8	Currency collected shall be tracked to the case. This includes cataloging all currency by dollar amounts and serial numbers.			
5.20.10.9	Application shall allow to track inventory of cell phones and IMEI information.			
5.20.10.10	Bulk data such as external hard drives/flash drives shall be tracked to the case.			
5.20.10.11	The system shall handle the preservation and disposition of physical evidence when cases are open, disposed, or archived.			
5.20.11	MOBILE DEVICE FUNCTIONALITY			
5.20.11.1	Entry of information shall be done from any device type, including mobile phone (through a phone app), laptop, desktop, tablet, or MDC (mobile data computer).			
5.20.11.2	Strongly prefer case information and evidence be able to be uploaded via a mobile device (text, photos, videos).			
5.20.11.3	Connection to the system shall be done through WIFI or and 4G/LTE network.			
5.20.11.4	Once photos are taken on a mobile device, strongly prefer they be uploaded automatically to the system so that photos on a phone are not accidentally deleted off the phone, the phone is lost, or if the phone malfunctions.			
5.20.12	DATA EXPUNCTION			
5.20.12.1	The system shall supply an expunction process that deletes data from the system. This function will only be used at the DA/System Administrator security level.			
5.20.12.2	Data that is deleted from the system during the expunction process shall be obliterated, that is, removed from the system so that no trace or recovery of the data is possible.			
5.20.13	OPTIONAL GIS CAPABILITIES			
5.20.13.1	Strongly prefer the system provide GIS integration.			
5.20.13.2	Strongly prefer the system provide the capability to map addresses entered by the users in a mapping product such as Google Maps or Microsoft Bing Maps.			
5.20.13.3	For any location in rural areas within the County, strongly prefer the system map latitude and longitude coordinates relative to a mapping product.			
5.21	TECHNICAL REQUIREMENTS			
5.21.1	SYSTEM ARCHITECTURE			
5.21.1.1	The architecture shall support multiple database instances.			
5.21.1.2	The system shall run in a virtualized server environment.			
5.21.1.3	The primary design shall support simultaneous users, without degradation of system performance, as users are incrementally added.			
5.21.1.4	The system shall support automatic replication of the distributed databases using user defined intervals and tables. The replication interval shall be effective at as little as 5 minutes, without system performance degradation, to support timely distribution of mission critical information to all users.			
5.21.2	DATABASE SEARCH ENGINE			
5.21.2.1	System shall have ability to perform searches using multiple search criteria to include DBA definable fields.			
5.21.2.2	Search engine shall be simple and intuitive to use without significant knowledge of database structure or SQL syntax.			

5.21.2.3	Strongly prefer the ability to create personal (user) or public (all users) search templates and to save them for future use.			
5.21.2.4	Application shall have the ability to perform searches using any database field information in a standard non-proprietary format that can be posted on a web server for internal or official access.			
5.21.3	DATA ARCHIVAL AND RETENTION CAPABILITIES			
5.21.3.1	The system shall be able to allow the DA/System Administrator to archive case/evidence information, both physical and electronic.			
5.21.3.2	The system shall allow users to search for archived information.			
5.21.3.3	The system shall provide the capability to archive sealed cases.			
5.21.4	SECURITY REQUIREMENTS			
5.21.4.1	The delivered system shall provide monitoring to protect the integrity of submitted data.			
5.21.4.2	The system shall support authentication with corporate Active Directory and a secondary LDAP based user repository that are administered by County IT staff.			
5.21.4.3	The system shall encrypt data both while in transit during transfers, and while at rest after receipt.			
5.21.4.4	Access by any entity to the system shall be 100% controlled by the DA/System Administrator.			
5.21.4.5	The application shall allow for the creation of roles within the application suite, with the designation, including but not limited to, the following user rights:			
5.21.4.5.1	Application shall allow data upload privileges			
5.21.4.5.2	Application shall have data read privileges, with the ability to allow 'read only' rights			
5.21.4.5.3	Application shall allow data download privileges			
5.21.4.6	The application shall maintain time stamped Audit Logs, that include but are not limited to the following attributes of user authentication to the system:			
5.21.4.6.1	Application shall show successful logins			
5.21.4.6.2	Application shall show failed logins			
5.21.4.6.3	Application shall show timestamp of all login attempts (success or fail)			
5.21.4.6.4	Application shall show originating IP address of authentication attempts			
5.21.4.6.5	Application shall allow data uploads			
5.21.4.6.6	Application shall allow data downloads			
5.21.4.6.7	Application shall allow data reads			
5.21.4.7	Application Audit Logs/audit trails shall not be allowed to be changed by anyone in the system, including DA/System Administrators			
5.21.4.8	Any method of accessing the central database, whether through the system application or external programs, shall require a logon id identifier and password. Ability to provide read-only, limited editing, and full access to the database and be configurable as to types of access granted to all objects within the databases.			
5.21.4.9	Role definition within the application shall control which menus, screens, and functions within screens are available to that specific user.			
5.21.4.10	User security, by the definition of roles, shall be administered centrally within the application.			
5.21.4.11	The system shall provide a configurable automatic log out time based on keyboard, mouse or session inactivity.			
5.21.4.12	The workstations shall lockout after the expiration of an inactivity timeout.			
5.21.4.13	The user shall be able to set confidentiality per case information or assigned analysis requests.			
5.21.4.14	The System shall provide a Bypass Chain of Custody privilege in the absence of the item's custodian.			
5.21.4.15	The System shall provide the suppressing of the display (masking) of a person's password when a user logs on to the system or changes their password.			
5.21.4.16	The System shall provide the ability for successful logon attempts to display the date and time of the last log-on so that users can determine if someone else might have used their ID/password without their knowledge.			
5.21.4.17	The System shall require that when a password is changed, the old password shall be provided by the user before a new password can be created.			
5.21.4.18	The system shall have the ability to support real time syslog output of auditable events that can be directed to the County's SIEM log collector.			
5.21.5	TRAINING			
5.21.5.1	Onsite Training shall be performed by the contractor.			
5.21.5.2	Contractor shall provide 'Train-the-Trainer' onsite training for all County personnel responsible for training of all agencies using the system.			
5.21.5.3	The system shall provide online software training and online documentation that can be utilized by new employees and agency personnel.			
5.21.6	PRODUCTION IMPLEMENTATION AND POST IMPLEMENTATION SUPPORT			
5.21.6.1	Software support option during the duration of the contract shall be 24x7.			
5.21.6.2	30 days of post-production implementation expedited response support (24x7).			

5.21.6.3	Shall have onsite Go-Live contractor support during the first week of Production Implementation.			
5.21.7	IMPLEMENTATION REQUIREMENTS			
5.21.7.1	Vendor shall supply a representative who will work with Collin County's District Attorney and Collin County's Information Technology (IT) department for the duration of this project.			
5.21.7.2	Assist with implementation activities the week of Go-Live. The contractor shall supply enough personnel (remote or onsite at Collin County) to cover go-live activities and be available in the event that issues arise during production implementation of the system.			
5.21.8	MAINTENANCE/WARRANTY/SERVICE RESPONSE REQUIREMENTS			
5.21.8.1	Warranty service shall include Contractor response to system problems in the following manner: Service shall include, when necessary, all services be available twenty-four (24) hours per day, seven (7) days per week.			
5.21.8.2	Vendor shall provide implementation support and ongoing Production Support including unlimited telephone support, remote access support or in-person support (if applicable) Collin County's location(s) or such other locations as the DA's office may specify or is necessary.			
5.21.8.3	Vendor shall provide for a fail-over process in case of a processor failure or natural disaster.			
5.21.8.4	Vendor shall provide total system failure procedures identifying if system will be a self-contained re-boot or if it will require manual intervention.			
5.21.8.5	If a cloud-based solutions is proposed, vendor shall provide a disaster recovery plan that would restore data if the cloud system's data center was rendered unusable as a result of a natural disaster or major catastrophe.			
5.21.8.6	In the event of a system or database crash, vendor shall provide database restore procedures for immediate recovery following the restoration or correction of a hardware or software failure.			
5.21.8.7	Response to major failure maintenance calls shall not exceed four (4) hours. Major Failure maintenance shall be defined as follows:			
5.21.8.7.1	The entire system is inoperative.			
5.21.8.7.2	Disruption in service to a single user of material nature. Material nature shall mean the DA's operations are critically affected.			
5.21.8.7.3	Response to a minor failure shall not exceed the next business day following the report.			
5.21.8.8	Minor Failure shall be defined as follows:			
5.21.8.8.1	Any request for service when a major failure does not exist shall be deemed to be a minor failure.			
5.21.8.9	When a request for emergency service is received from Collin County, Contractor shall assign qualified maintenance personnel, within two (2) hours of request, twenty-four (24) hours per day, seven (7) days per week.			
5.21.8.10	In the event that any emergency is not corrected by the Contractor within twelve (12) hours from receipt of notice, the Contractor shall replace that portion of the system causing such emergency with new items of equipment or software within twenty-four (24) hours from receipt of the emergency.			
5.21.8.11	Contractor shall provide Collin County an escalation call list and shall keep the escalation call list updated as time passes.			
5.21.8.12	Should the condition require a hardware re-boot, Contractor shall notify Collin County's designated IT Support Group and ask Collin County's permission to re-boot the hardware environment.			

SUBSCRIPTION AGREEMENT

This **SUBSCRIPTION AGREEMENT** (this “**Agreement**”) is made effective as of [REDACTED] [REDACTED], 20[REDACTED] (the “**Effective Date**”), by and between **COLLIN COUNTY GOVERNMENT** (“**Collin County**”), and [REDACTED], [a/an] [REDACTED] (“**VENDOR**”). **VENDOR** and Collin County are individually a “**Party**” and collectively the “**Parties**.”

- A. **VENDOR** owns an Internet-based application known as [REDACTED] (the “**Software**”).
- B. Collin County desires to obtain access to the Software via the Internet.
- C. This Agreement sets forth the terms and conditions on which **VENDOR** shall provide, and Collin County shall receive, the functionality made available by the Software via the Internet (the “**Subscription Services**”).

In consideration of the terms and conditions of this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties, intending to be legally bound, agree as follows:

- 1. **Definitions.** The following definitions apply for purposes of this Agreement:
 - 1.1 “**CIO**” means the then-current Chief Information Officer of Collin County.
 - 1.2 “**Confidential Information**” means all information and materials (tangible and intangible) disclosed by Collin County to **VENDOR**. For the avoidance of doubt, all Collin County Data shall be the Confidential Information of Collin County.
 - 1.3 “**Consent**” means the prior, express, and written consent of a Party, which consent may be withheld, delayed, or conditioned in such Party’s sole discretion.
 - 1.4 “**Collin County Data**” means all data entered by Collin County, or received by **VENDOR**, as part of, or in connection with, Collin County’s use of the Subscription Services.
 - 1.5 “**Director**” means the then-current Director of Collin County’s [REDACTED] Department.
 - 1.6 “**Error**” means a failure of the Subscription Services to perform as intended and/or with **VENDOR**’s documentation for the Subscription Services.
 - 1.7 “**Major Incident**” means an Error that has a critical impact on the use of, or access to, the Subscription Services, resulting in the inability to continue to use or access the Subscription Services as required or intended. There is no reasonable workaround, and such Error is potentially catastrophic in nature. The business impact to Collin County is severe, creating a stop point in major and essential business processes. Essential business processes of the Subscription Services cannot continue until a solution to the Error is implemented.
 - 1.8 “**Minor Incident**” means an Error that has a moderate restriction on the use of, or access to, the Subscription Services, resulting in the restricted ability to continue to use or access the Subscription Services as required or intended.

1.9 “**Operating Hours**” means the operating hours as identified by the Director and is subject to change by such director upon 30 days prior notice to VENDOR.

1.10 “**Routine Incident**” means an Error that has a slight restriction on the use of, or access to, the Subscription Services, resulting in the ability to continue to use or access the Subscription Services as required or intended.

1.11 “**Resources**” means any and all hardware and software necessary to provide the Subscription Services, including servers owned and/or controlled by VENDOR.

1.12 “**Support**” means VENDOR’s being available to (i) answer questions from, and provide general advice to, Collin County concerning the Subscription Services and (ii) receive reports from Collin County of possible Errors concerning the Subscription Services and using best efforts to correct such actual Errors.

1.13 “**Third Party**” means a person or entity that is not a Party.

2. **Subscription Services.**

2.1 **Access and Use.** VENDOR grants to Collin County a limited, non-exclusive, and non-transferable license to access and use the Subscription Services. VENDOR shall obtain and be solely responsible for the cost, installation, use, and operation of the Resources, including maintaining, backing-up, and providing security for the Resources. VENDOR may not subcontract, delegate, or assign the provision of any portion of the Subscription Services to any Third Party without Collin County’s Consent, and in the event such Consent is obtained by VENDOR from Collin County, VENDOR shall enter into a written agreement with the applicable Third Party for the provision of such services and shall promptly provide a copy of each such written agreement to Collin County.

2.2 **Collin County Hardware.** Collin County shall be responsible for providing high speed Internet connection, hardware, and software that is compatible with the Subscription Services (the “**Collin County Environment**”). If upgrades to the Resources require Collin County to upgrade the Collin County Environment, then VENDOR shall notify Collin County in writing at least 90 days in advance of such upgrade.

3. **Collin County Data.**

3.1 **Ownership and Use.** Collin County shall own all right, title, and interest in and to the Collin County Data, including all intellectual property rights in and to the Collin County Data. VENDOR may use the Collin County Data only as expressly required in order to provide the Subscription Services. VENDOR may not add, delete, update, or otherwise modify the Collin County Data, unless expressly authorized by Collin County in writing. VENDOR disclaims any and all rights in and to the Collin County Data. VENDOR shall keep all Collin County Data confidential and secure behind a firewall and shall maintain regular backups of the Collin County Data, all of which shall be based on best practices and approved by Collin County. VENDOR shall not provide or use the Collin County Data for corporate gain, statistical use, or provide the Collin County Data to any other organization or person without the Consent of the Director.

3.2 **Access by Collin County.** Collin County shall have ability to access and retrieve the Collin County Data at any time. In addition and at no cost to Collin County, VENDOR shall make available to Collin County the use of FTP (or file transfer portal) for purposes of retrieving a copy of the Collin County Data (i) within [REDACTED] hours of any such request and (ii) on a weekly basis. Without

limiting the foregoing, in the event of an emergency or time sensitive situation, VENDOR shall permit Collin County full access to the Collin County Data in accordance with the following:

(a) The Director and/or CIO will contact VENDOR during any emergency or time sensitive event, as determined in Collin County's sole discretion, in order to access and retrieve the Collin County Data;

(b) VENDOR shall immediately contact the Director and the CIO in the event VENDOR believes that an emergency with respect to the Collin County Data has occurred and or may occur;

(c) In the event of an emergency or time sensitive situation, as determined in Collin County's sole discretion, VENDOR shall make available to Collin County the use of FTP (or file transfer portal) and/or other means of retrieving the Collin County Data.

3.3 Destruction. VENDOR will provide the ability to dispose of, and/or destroy, Collin County Data upon request of Collin County in order to meet required retention schedules allowable by the law. VENDOR shall not retain or make additional copies of the disposition record residing in other locations or cloud environments making the record subject to disclosure upon any public record request or in the event of litigation.

3.4 Return. In connection with the termination of this Agreement, VENDOR shall provide all of the Collin County Data to Collin County in accordance with the following:

(a) All Collin County Data shall be provided through FTP (file transfer protocol) and/or other agreed upon technology 60 days prior to the termination date of this Agreement;

(b) All Collin County Data shall be provided back in a Microsoft SQL Server database format (minimum versions are 2005 or 2008R2) and/or other agreed upon database technology;

(c) All Collin County Data shall be destroyed by VENDOR upon termination, which includes all backups and/or copies of the Collin County Data in other environments or locations; and

(d) Collin County reserves the right to conduct one or more audits to ensure that all Collin County Data has been destroyed in the cloud and/or other environments or locations.

3.5 Data Breach. If VENDOR experiences a data breach or unauthorized access to the Collin County Data, VENDOR will immediately notify the Director and the CIO. Within two weeks of such breach, detail notification is required and shall include the nature of the breach, the data comprised, the involving parties, mitigation efforts, and corrective actions to be taken by VENDOR. VENDOR shall be solely responsible for all expenses related to any data breach or unauthorized access to the Collin County data and shall be by liable for all damages, fines, to include litigation cost. Collin County shall not be responsible for any expense associated with data breaches or unauthorized access while the Collin County Data is residing in VENDOR cloud services.

3.6 Storage in Texas. All of Collin County Data (including copies, backups, and data in the cloud) shall be stored in the state of Texas at all times, unless otherwise agreed upon by VENDOR and the Director and the CIO.

3.7 Disaster Recovery. VENDOR shall provide required disaster recovery and business continuity plans to the Director and the CIO, which plans must be agreed upon and plans must meet government requirements.

4. Support.

4.1 Upgrades. VENDOR shall provide regular upgrades to the Subscription Services and shall schedule each such upgrade in advance with Collin County.

4.2 Help Desk. VENDOR shall be available by telephone to provide Support to Collin County on a 24/7 basis.

4.3 Support Requests. Upon VENDOR's receipt of a support request (a "***Support Request***"), VENDOR shall (i) log such Support Request in VENDOR's support log, (ii) assign such Support Request a unique tracking number, and (iii) use reasonable attempts to promptly address the Support Request. VENDOR shall continuously manage the Support Request until resolved.

4.4 Response Times. Upon VENDOR's receiving a Support Request regarding a possible Error, VENDOR shall designate such possible Error as being (i) a Major Error, (ii) a Minor Error, or (iii) a Routine Error. VENDOR shall address such possible Error in accordance with the following:

(a) Major Error. VENDOR shall (i) respond to Collin County by telephone within two hours (on a 24 hours, seven days a week basis) following VENDOR's receiving a Support Request regarding a Major Error and (ii) assign the appropriate personnel to commence efforts to correct the Error. If the Error is not corrected within one business day following VENDOR's receiving the Support Request, then VENDOR shall telephone the Director (and at least once each business day thereafter until the Error is corrected), describe in detail the efforts underway, and give a status report.

(b) Minor Error. VENDOR shall (i) respond to Collin County by telephone within four business hours following VENDOR's receiving a Support Request regarding a Minor Error and (ii) assign the appropriate personnel to commence efforts to correct the Error. If the Error is not corrected within two business days following VENDOR's receiving the Support Request, then VENDOR shall telephone the Director (and at least once each business day thereafter until the Error is corrected), describe in detail the efforts underway, and give a status report.

(c) Routine Error. VENDOR shall respond to Collin County by telephone within two business days following VENDOR's receiving a Support Request regarding a Routine Error. VENDOR shall thereafter assign the appropriate personnel to commence efforts to correct the Error in accordance with VENDOR's standard Error correction efforts for Routine Errors. If the Error is not corrected within ten business days following VENDOR's receiving the Support Request, then VENDOR shall telephone the Director (and at least once each five business days thereafter until the Error is corrected), describe in detail the efforts underway, and give a status report.

4.5 Source Code. Collin County shall have the right to cause VENDOR to place the source code version of the Software in escrow with a mutually acceptable escrow agent at VENDOR's cost. The release conditions for such placement shall permit, at a minimum, Collin County to obtain such source code in the event VENDOR fails to comply with the Support requirements in this Agreement.

5. **Service Levels.**

5.1 **Description.** VENDOR shall comply with the following service levels (the “***Service Levels***”):

(a) VENDOR shall cause the Subscription Services to be available 90.0% of the time during Operating Hours as measured on a monthly basis (the “***Availability***”).

(b) VENDOR shall provide Collin County the required level of performance and response time to the Subscription Services in order for Collin County to conduct Collin County’s business efficiently and effectively, but in no event less than the response times set forth in Section 4.4.

(c) VENDOR shall notify, at least two weeks in advance, the Director and the CIO for all scheduled outages. All scheduled outage notification must include the start and completion dates, time, impact, risk, back out plan of the schedule outages, and any technology updates that impact (or will impact) Collin County at any time. VENDOR shall notify the Director and the CIO of all unscheduled outages immediately when such outage occurs. VENDOR will provided the Director and the CIO within two hours the details of the unscheduled outages, to include, impact to the County and resolution. Unscheduled outages should always be minimized and should not occur no more than four times in a 12-month fiscal year.

(d) VENDOR will provide the proper infrastructure and other Resources and security to properly maintain access to Collin County Data and the Subscription Services.

5.2 **Service Level Credit.** Customer shall receive a 20% service level credit for each month that a Service Level is not met (the “***Service Level Credit***”). The Service Level Credit shall be applied to the following month’s Fees.

6. **Fees.** Collin County shall pay VENDOR the amounts set forth in Schedule 1 (the “***Fees***”) in accordance with the payment terms and conditions contained therein. To the extent Schedule 1 permits increases in the Fees, VENDOR may not increase the Fees more than once in any calendar year and any annual increase may not exceed 3% of the Fees paid in the previous year.

7. **Confidentiality.**

7.1 **Use and Disclosure.** Without the Consent of Collin County or as otherwise contemplated by this Agreement, VENDOR shall never disclose, copy, or use any Confidential Information in any manner.

7.2 **Degree of Care and Ownership.** VENDOR shall treat the Confidential Information with the same degree of care as VENDOR accords to VENDOR’s own Confidential Information, but in no case less than reasonable care. VENDOR shall promptly advise Collin County if VENDOR learns of any unauthorized use, disclosure, or copying of the Confidential Information. Collin County shall continue to own all of the Confidential Information. VENDOR shall promptly return to Collin County all Confidential Information in VENDOR’s possession or control upon the earlier to occur of (i) a written request by Collin County or (ii) termination of this Agreement for any reason by any Party.

7.3 **Remedies.** A breach of this Section 7 by VENDOR may cause irreparable harm and injury to Collin County for which money damages are inadequate. In the event of such breach, Collin County shall be entitled to seek injunctive relief, without the requirement of posting a bond or any other security, in addition to all other available remedies.

8. **Audits.** The Director and the CIO reserve the right to request third-party audits and/or certifications related to infrastructure and security, including penetration testing and vulnerability assessments, of the Subscription Services. All reports from these audits will be provided to Collin County. Collin County, or a Third Party provider selected by Collin County, has a right to perform an onsite inspection of VENDOR's cloud, infrastructure, and security practices on a specified basis. Collin County has the right to review the Resources and security specifications in written format. Collin County has the right to audit the performance records of the Subscription Services, as well as access to daily and weekly service quality statistics.

9. **Indemnification.** VENDOR shall reimburse, defend, indemnify, and hold harmless Collin County and Collin County's affiliates and Collin County's and Collin County's affiliates' partners, officers, employees, contractors, and agents for, from, and against any and all claims, damages, losses, deficiencies, liabilities, penalties, charges, costs, and expenses resulting from, relating to, or arising out of, any claims that the Software or Subscription Services violate, misappropriate, or infringe any Third Party's intellectual property rights.

10. **Term and Termination.**

10.1 **Term.** This Agreement shall be effective for an initial term beginning on the Effective Date and ending at 12:01 a.m. on the **[first]** anniversary of the Effective Date (the "***Initial Term***"). Upon expiration of the Initial Term, this Agreement shall automatically renew for subsequent terms of one year each (each a "***Renewal Term***"), at Collin County's sole discretion.

10.2 **Termination.** Either Party may immediately terminate this Agreement by giving written notice to the other Party if such other Party is in material breach of this Agreement and fails to cure such material breach within 30 days following receipt of written notice from the non-breaching Party of such breach. Notwithstanding the foregoing 30-day cure period, Collin County may immediately terminate this Agreement by giving written notice to VENDOR if VENDOR breaches Section 7.

11. **General.**

11.1 **Relationship of Parties.** Nothing in this Agreement shall create or be deemed to create the relationship of partners, joint ventures, employer-employee, joint employees, or principal-agent between the Parties. Neither Party shall have any authority to assume or create any obligation or responsibility whatsoever, express or implied, on behalf or in the name of the other Party or to bind the other Party in any manner whatsoever nor shall either Party make any representation, warranty, covenant, agreement, or commitment on behalf of the other Party.

11.2 **Binding Effect.** This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the Parties and the Parties' respective successors and permitted assigns. This Agreement may be changed, waived, or discharged only pursuant to a written agreement between the Parties. The waiver or failure of a Party to exercise in any respect any right provided for under this Agreement shall not be deemed a waiver of any further right under this Agreement by such Party. Each Party shall pay all of such Party's own expenses relating to the negotiation and preparation of this Agreement, including the fees and expenses of such Party's counsel.

11.3 **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this

Agreement. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

11.4 Notices. Any notices or communications to be given under this Agreement by a Party to the other Party shall be deemed to have been duly given if given in writing and (i) personally delivered, (ii) sent by nationally recognized overnight courier, (iii) sent by facsimile (with electronic confirmation), or (iv) sent by electronic mail (with confirmation through any of methods (i), (ii), or (iii) above), in each case, at the address for such other Party set forth on the signature page. Notices delivered personally, by courier, by facsimile, or by electronic mail shall be deemed communicated as of actual receipt (or refusal) by the addressee. Any Party may change such Party's address for notice under this Agreement by giving prior written notice to the other Party of such change in the manner provided in this Section 11.4. All notices to third parties and all other publicity concerning the transactions contemplated by this Agreement shall be jointly planned and coordinated by the Parties, (a) unless such notices or other publicity are mandated by law and (b) except that VENDOR shall be entitled to announce and refer to Collin County as a licensee and client of VENDOR.

11.5 Governing Law. This Agreement shall be performed in, governed by, and construed and enforced in accordance with the laws of the state of Texas, without regard to Texas' conflict of laws principles.

11.6 Entire Agreement. This Agreement (i) embodies the entire agreement and understanding between the Parties relating to the subject matter of this Agreement and (ii) supersedes all prior agreements and understandings relating to the subject matter of this Agreement. This Agreement may be signed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Faxed or .pdf copies of manually signed signature pages to this Agreement are fully binding and enforceable without the need for delivery of the original manually signed signature page. This Agreement does not create, and shall not be construed as creating, any right enforceable by anyone not a Party. VENDOR may not assign this Agreement without Collin County's Consent.

11.7 Interpretation. In the interpretation of this Agreement, except where the context otherwise requires, (i) "including" or "include" does not denote or imply any limitation, (ii) "or" has the inclusive meaning "and/or," (iii) "and/or" means "or" and is used for emphasis only, (iv) "\$" refers to United States dollars, (v) the singular includes the plural, and vice versa, and each gender includes each other gender, (vi) captions or headings are only for reference and are not to be considered in interpreting this Agreement, and (vii) "Section" refers to a section of this Agreement, unless otherwise stated in this Agreement.

11.8 Survival. This Section 11 and Sections 1, 3, and 7 through 9 shall survive termination of this Agreement.

(Balance of page intentionally blank—Signatures on next page)

This Agreement is entered into by the Parties to be effective on the Effective Date.

VENDOR:

[REDACTED], [a/an] [REDACTED]

By: _____

Name: _____

Title: _____

Address:

[REDACTED]
[REDACTED]
[REDACTED]

Facsimile: [REDACTED]

Attention: [REDACTED]

COLLIN COUNTY:

COLLIN COUNTY GOVERNMENT

By: _____

Name: _____

Title: _____

Address:

[REDACTED]
[REDACTED]
[REDACTED]

Facsimile: [REDACTED]

Attention: [REDACTED]

Schedule 1

Fees

[To be provided]

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.collincountytexas.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
Michael Malak, IT Senior Manager
Leisa Copin, Project Manager
Greg Willis, District Attorney
Thomas Ashworth, Chief Felony Prosecutor
Misti Bilderback, Functional Analyst
Kim Pickrell, Chief Criminal Investigator
Calli Bailey, Chief Felony Prosecutor

Purchasing:

Michalyn Rains, CPPB, CPPO – Purchasing Agent
Michelle Charnoski, CPPB – Asst. Purchasing Agent
Courtney Wilkerson, Senior Buyer

Commissioners' Court:

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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.

CHAPTER 2270 VERIFICATION

I, _____, the undersigned representative of
(PRINT NAME)

(COMPANY)

do hereby verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

TITLE

Request for Taxpayer Identification Number and Certification

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

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

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	Social security number [][][] - [][] - [][][][][] or Employer identification number [][] - [][][][][][][][]
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Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	Signature of U.S. person ▶ Date ▶
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General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.