



Collin County Purchasing

2019-321

Land and Vitals Record Management System

Issue Date: 9/24/2019

Questions Deadline: 10/18/2019 05:00 PM (CT)

Response Deadline: 10/31/2019 02:00 PM (CT)

Collin County Purchasing

Contact Information

Contact: Sara Hoglund, Senior Buyer

Address: 2300 Bloomdale Rd.

Ste. 3160

Purchasing

Admin. Building

Ste.3160

McKinney, TX 75071

Phone: (972) 548-4104

Fax: (972) 548-4694

Email: shoglund@co.collin.tx.us

Event Information

Number: 2019-321
Title: Land and Vitals Record Management System
Type: Request for Proposal - HT/INS
Issue Date: 9/24/2019
Question Deadline: 10/18/2019 05:00 PM (CT)
Response Deadline: 10/31/2019 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 Land and Vital Record Management System (LVRMS) and relevant services to include integration with the Texas Electronic Registrar system, payment processing vendor(s) and eRecording service providers.

Ship To Information

Address: See Purchase Order
McKinney, TX 75071

Billing Information

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

Bid Activities

Pre-Proposal Meeting

10/9/2019 9:00:00 AM (CT)

An optional pre-proposal conference will be conducted by Collin County on Wednesday, October 9, 2019 at 9:00 a.m. at Collin County Administration Building, 4th Floor Conference Room, 2300 Bloomdale Road, McKinney, Texas 75071. It is the contractor's responsibility to review the site and documents to gain a full understanding of the requirements of the RFP. All contractors desiring to submit a proposal are encouraged to have a representative at the pre-proposal conference.

Deadline to Submit Questions

10/18/2019 5:00:00 PM (CT)

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

Intent to Submit Proposal

10/25/2019 5:00:00 PM (CT)

Do you intend to submit a proposal?

Bid Attachments

LEGAL_NOTICE.doc

Legal Notice

[Download](#)

General_Instructions_Proposals.docx

General Instructions Proposals

[View Online](#)

Terms_of_Contract_Proposals - 5-20-19.docx

Terms of Contract - Proposals

[View Online](#)

Insurance updated 1-26-2015.doc

Insurance

[View Online](#)

Specifications.doc

Specifications

[View Online](#)

Attachment A - Requirements.xlsx

Attachment A - Requirements

[View Online](#)

Exhibit A - Collin County SaaS Subscription Agreement.docx

Exhibit A - 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](#)

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

Pricing

(Attachment required)

Submit attachment with pricing including a breakdown of cost per item as detailed in Section 6.10.

W-9

(Attachment required)

Conflict of Interest Questionnaire

Detailed Response to Requirements Attachment A

Submit Detailed Response to Requirements Attachment - A, if applicable

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 Acknowledgement

I understand that the insurance requirements of this solicitation are required and are included in the submitted pricing. A certificate of insurance shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract. Please initial.

(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, other than Collin County, 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, other than Collin County, 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, other than Collin County, 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.

(Required: Maximum 4000 characters allowed)

20 Cooperative Contract Number
 State the cooperative contract number this quote is offered under. If none, answer N/A.

(Required: Maximum 4000 characters allowed)

21 Cooperative Contract Website
 Please provide the website URL for the cooperative contract this quote is offered under. If none, answer N/A.

(Required: Maximum 1000 characters allowed)

Bid Lines

1

State total price per Section 6.10. Include attachment with breakdown as detailed in Section 6.10. Any travel costs shall be not to exceed and included in the implementation services cost. Contractor shall clearly state whether their proposal is on-premise solution and/or cloud-based on the pricing sheet.

(Response required)

Quantity: 1 UOM: lump sum Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

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 the date specified in the solicitation. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners' Court. Addenda may be transmitted electronically via Collin County eBid.

1.13.1 Addenda will be transmitted to all that are known to have received a copy of the RFP/CSP and related Specifications. However, it shall be the sole responsibility of the Bidder/Quoter/Offeror to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. **Collin County eBid** <https://collincountytx.ionwave.net/>, telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Offeror's receipt of any addenda issued. Offeror shall acknowledge receipt of all addenda.

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

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

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

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

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

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

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

1.18.3 have a satisfactory record of performance;

1.18.4 have a satisfactory record of integrity and ethics;

1.18.5 be otherwise qualified and eligible to receive an award.

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

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

1.21 Public Information Act: Collin County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. All information submitted by prospective bidders during the bidding process is subject to release under the Act.

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

1.23 Interlocal Agreement: Successful bidder agrees to extend prices and terms to all entities that has entered into or will enter into joint purchasing interlocal cooperation agreements with Collin County.

1.24 Bid Openings: All bids submitted will be read at the county's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should be not construed as a comment on the responsiveness of such bid or as any indication that the county accepts such bid as responsive.

The county will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, Collin County Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The county will notify the successful bidder upon award of the contract and, according to state law; all bids received will be available for inspection at that time.

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/Enginner may determine.

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

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

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

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

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 provide additional information. Once request has been made, contractors will have two (2) business days to respond. Incomplete or noncompliant RFPs may be disqualified.

LEVEL 1 – CONFORMANCE WITH MANDATORY REQUIREMENTS

Criteria assessed during Level 1:

- Conformance with RFP guidelines and submittal requirements outlined in Section 6.0 including response to each item in Section 6.0.
- Submit completed Attachment A – Requirements and if applicable, Detailed Response to Requirements.

Contractors elevated to Level 2 may 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.

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
65	Response and compliance with Attachment A-Requirements (Proposal Format Item 6.7) (Maximum of 65 Points) <ul style="list-style-type: none"> • General Requirements (Maximum of 10 Points) • Functional Requirements (Maximum of 30 Points) • Technical Requirements (Maximum of 20 Points) • Optional – Storage and Microfilm Creation Services (Maximum of 5 Points)
15	Project Plan (Proposal Format Item 6.4)

10	Qualifications of the Firm/Experience/Similar Projects Involved With (Proposal Format Item 6.2; 6.3; 6.6)
5	Written Responses (Proposal Format Item 6.8)
5	Value Added Technology (Proposal Format Item 6.9)

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	Total Cost for 3 years (Proposal Format Item 6.10)

LEVEL 4 – DEMONSTRATION OF SOLUTION (Maximum 50 Points) (OPTIONAL)

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
35	Product Demonstration and Interview
15	References (Proposal Format Item 6.5)

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. The County will require computer stations to allow designated staff the ability to “test” the systems in the demo environment.

A tentative schedule for the demonstrations has been provided in Section 5.17. 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.

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.

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 – BEST AND FINAL OFFER

Contractors who are susceptible of receiving award will be elevated to Level 5 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 4.

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 **Land and Vitals Record Management System (LVRMS)**.
- 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 Land and Vital Record Management System (LVRMS) and relevant services to include integration with the Texas Electronic Registrar system, payment processing vendor(s) and eRecording service providers.
- 5.3 Term: Provide for a term contract commencing on the date of the award and continuing until project is complete. County will enter into a annual maintenance contract up to five (5) years.
- 5.4 Pre-Proposal Conference: An **optional** pre-proposal conference will be conducted by Collin County on **Wednesday, October 9, 2019 at 9:00 a.m.** at Collin County Administration Building, 4th Floor Conference Room, 2300 Bloomdale Road, McKinney, Texas 75071. It is the contractor's responsibility to review the site and documents to gain a full understanding of the requirements of the RFP. All contractors desiring to submit a proposal are encouraged to have a representative at the pre-proposal conference.
- 5.5 Point of Contact: Information regarding the procurement process and the contents of this RFP may be obtained from the Collin County Purchasing Department or email shoglund@co.collin.tx.us, Sara Hoglund, Senior Buyer.
- 5.6 Funding: Funds for payment have been provided through the Collin County budget approved by the Commissioners' Court for this fiscal year only. State of Texas statutes prohibit the County from any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that arise past the end of the current Collin County fiscal year shall be subject to budget approval.
- 5.7 Price Reduction: If during the life of the contract, the contractor's net prices to its customers for the same product(s) and/or services shall be reduced below the contracted price, it is understood and agreed that the County shall receive such price reduction.

- 5.8 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 6.4.
- 5.9 Delivery/Setup/Installation Location: Locations for delivery and installation will be stated on the Collin County Purchase Order(s). Delivery shall include assembly, setup and installation and shall be included in proposal. The equipment will be delivered to the address identified on the purchase order document.

The equipment will be installed at the following locations:

- 5.9.1 McKinney – County Clerk's Office
2300 Bloomdale Road
Suite 2106
McKinney, Texas 75071
- 5.9.2 Plano – County Clerk's Office
900 E Park Blvd
Suite 140C
Plano, Texas 75074
- 5.10 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.
- 5.11 Testing: Testing may be performed at the request of Collin County, by an agent so designated, without expense to Collin County.
- 5.12 Samples/Demos: When requested, samples/demos shall be furnished free of expense to Collin County.
- 5.13 Approximate Value/Usage: Approximate usage does not constitute an order, but only implies the probable quantity the County will use. Estimated expenditure is \$2,000,000.
- 5.14 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.
- 5.15 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 contractor 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 contractor further agrees that Collin County and its agents, servants and employees shall not be liable for any loss or damage resulting from personal injury, physical loss, harassment of or discrimination against employee or other violations of the provisions of this contract occasioned by the acts or omissions of the successful contractor's sub-contractors, their agents or employees. The indemnification provisions of this contract shall apply to all sub-contractors.

- 5.16 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.

5.17 PROPOSAL SCHEDULE

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

RFP Released	Tuesday, September 24, 2019
Pre-Proposal Meeting	Wednesday, October 9, 2019 at 9:00am CST
Deadline for submission of questions	Friday, October 18, 2019 at 5:00pm CST
Proposals Due	Thursday, October 31, 2019 at 2:00pm CST
Demonstrations (Optional)	Approximate Dates: Monday, January 13 th – Friday, January 17 th
Award of RFP	March 2020

5.18 PURPOSE/SCOPE OF WORK

Introduction/Background

The Collin County Clerk is responsible for the management of more than 10 million digital records which include birth, death, marriage, assumed names, military discharge papers (DD214), official bonds, deeds, deeds of trust, plats, liens, release of liens, affidavits and powers of attorney. The County Clerk’s current system provides the ability to record and cashier over the counter land records transactions; acceptance, recording and cashiering of electronically filed documents; document scanning and barcoding; document indexing and verification; public records search; importation of vital statistics records from state database, redaction and certification of vital statistic records; online applications for marriage licenses and assumed names (DBA) and statistical reporting for land and vital records functions.

The County Clerk currently has a system provided by Granicus, Inc. (formerly American Cadastre) that has been in place since 2006. It is mandatory that, at a minimum, any replacement must provide the same functionality as the current system.

The County Clerk’s land and vital statistics staff consists of 3 public assistance clerks, 4 land recording clerks, 7 indexing clerks, 2 scanning clerks, 5 vital statistics clerks (located in two separate buildings), 3 Lead Clerks and 1 Land Administrator.

General Project and System Requirements

The Collin County Clerk is requesting proposals from established contractors for a comprehensive Land and Vital Records Management System (LVRMS) and relevant services to include integration with the Texas Electronic Registrar system, payment processing vendor(s) and eRecording service providers. The successful contractor shall demonstrate a well-planned, integrated transition from the existing system, ensure that service disruptions are minimized, the County Clerk Land and Vitals staff are well trained and supported, and operational inconveniences are minimized. The County Clerk is also seeking a system that will be compatible with laptops, PCs, smartphones, and tablets across all platforms.

Additionally, the County desires a Contractor with strong, well-established relationships with other counties in the State of Texas.

The County desires a system that is flexible and adapts to the changing needs and technologies of the County Clerk's business processes and statutory requirements including land recording functions, indexing and verification functions, vital statistic functions, public records search functionality and comprehensive records management.

In addition, the County is interested in systems that would facilitate the transition from desktop applications to a web-based platform and use virtualization technology. The County requires an integrated implementation for the Land and Vital Records Management System.

The County desires a turnkey installation of all systems specified in this RFP under a single contract.

5.19–5.44 – See Attachment A – Requirements. Complete and submit in accordance with section 6.7.

Attachment References:

Attachment A – Requirements

Exhibit A – Collin County SaaS Subscription Agreement

6.0 PROPOSAL FORMAT

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 Identify any terminated public sector projects that were terminated for cause or for breach of contract. Disclose the jurisdiction and explain the termination.
- 6.2.8 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.
- 6.2.9 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 PROPOSED PROJECT PLAN

- 6.4.1 Provide an implementation plan for the proposed product(s)/service(s) to include but not limited to the following areas:
 - 6.4.1.1 Project Plan (preferably a GANTT Chart) in MS Project or other suitable format that describes the project level tasks, duration, resources and appropriate dependencies. Project Plan shall include all necessary components to render it a complete and operational system.
 - 6.4.1.2 Proposed Project Plan showing, at a minimum, the following key areas:
 - 6.4.1.2.1 Installation
 - 6.4.1.2.2 Education and Training
 - 6.4.1.2.4 Development of any mandatory customizations
 - 6.4.1.2.5 Implementation
 - 6.4.1.2.6 Post-Implementation
 - 6.4.1.2.7 Testing
 - 6.4.1.2.8 Support and service level agreements for implementation issues both immediate and on-going
 - 6.4.1.2.9 Timeline
 - 6.4.1.2.10 Disaster Recovery Plan
 - 6.4.1.3 Documentation samples showing the work product the county may expect to receive covering:

- 6.4.1.3.1 Maintenance
- 6.4.1.3.2 Sample system acceptance test plan

6.5 REFERENCES

- 6.5.1 Provide a minimum of three (3) references. Include the following information for each reference; the name and address of the organization, as well as the name, position, email and telephone number of the contact in the referred organization. References with similar projects and users are preferred.
 - 6.5.1.1 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.

6.6 SIMILAR PROJECTS INVOLVED WITH

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

6.7 REQUIREMENTS & DETAILED RESPONSE TO REQUIREMENTS

- 6.7.1 Contractor shall respond to all requirements in Attachment A - Requirements.
 - 6.7.1.1 Requirements that require a detailed response shall be submitted as an attachment 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.
 - 6.7.1.2 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.

6.8 ITEMS THAT REQUIRE WRITTEN RESPONSES

- 6.8.1 Is digital imaging/microfilm handled within the application? If not, is there an option to use a 3rd party contractor for the digital imaging/microfilm requirement?
- 6.8.2 What is your solution for the Storage and Microfilm Creation?
- 6.8.3 Does your solution facilitate the transition from desktop applications to a web-based platform and use virtualization technology?
- 6.8.4 Does your solution require third party software? If yes, explain.
- 6.8.5 Describe plan to keep Collin County up to date on current changes and operating systems, during the term of the contract.

6.9 VALUE ADDED TECHNOLOGY

- 6.9.1 Provide leading edge records management technologies that will increase the efficiency or effectiveness of County Clerk operations and/or enhance customer convenience. This includes kiosks, touch screen technology, mobile application technology and online payment capability. Proposals shall include descriptions of additional technologies offered by the Contractor and a statement of what services or efficiencies those technologies would provide.

6.10 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. Contractor shall clearly state whether their proposal is on-premise solution and/or cloud-based on the pricing sheet.

- 6.10.1 Software Cost
 - 6.10.1.1 Licensing Fees
 - 6.10.1.2 First year annual maintenance, if applicable
- 6.10.2 Implementation Services
 - 6.10.2.1 Installation and Configuration
 - 6.10.2.2 Training
 - 6.10.2.3 Post Go-Live Support
 - 6.10.2.4 Not to Exceed Travel Cost
- 6.10.3 Annual reoccurring licensing, subscriptions and maintenance fees years 2-5.
- 6.10.4 Optional - Hourly rate for future software customizations/modifications.
- 6.10.5 Optional - Hourly rate for Project Manager
- 6.10.6 Optional - Cost for Integration via API
- 6.10.7 Optional - Cost for Cloud-Based Solution
- 6.10.8 Optional - Value Added Technology
- 6.10.9 Optional - Recurring cost for storage (if on-premise solution) for years 1 – 5
- 6.10.10 Optional - Cost for Storage and Microfilm Creation
 - 6.10.10.1 State cost per image for microfilm (approximately 90,000 per month)
 - 6.10.10.2 State cost for silver original per roll (approximately 23 per month)
 - 6.10.10.3 State cost for diazo 2 mil duplicate per roll (includes M cartridge) (Approximately 23 per month)
 - 6.10.10.4 State cost for storage, per roll per month (approximately 12,464 per month)
 - 6.10.10.5 State cost for CD’s to be provided on a monthly basis for Land & Vitals.
 - 6.10.10.6 State any other costs associated with project.
 - 6.10.10.7 State if there will be shipping cost from current location to your facility.
 - 6.10.10.8 State cost for retrievals
 - 6.10.10.9 State cost per image to convert from microfilm to digital
 - 6.10.10.10 State cost for film blipping

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 in Section 7.0 it is understood that the contractor has agreed to all RFP requirements, the response will be considered as confirmed even if it is listed elsewhere as an exception.

Section Number/ Question Number	Required Service Contractor is 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>	Yes System currently performs these functions and/or agree to requirement	No System does not perform this function and/or cannot agree to requirement	<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>
GENERAL REQUIREMENTS				
5.19 MAJOR APPLICATION COMPONENTS OF THIS PROJECT INCLUDE: (Items below pertain to this Section.)				
5.19.1	<p>Official Public Records system for all land and vital records shall have:</p> <ul style="list-style-type: none"> *Cashiering and Recording *eRecording *Scanning *Indexing/auto indexing *Verifying 			
5.19.2	The system shall have Public Inquiry Functionality (non-confidential records)			
5.19.3	The system shall have Integration of Vital Statistics with the state electronic registration database, filing and certification of birth and death records, issuing and recording of marriage licenses, issuing and recording of Assumed Names (DBA) and Abandonments, recording of Livestock marks, brands and tattoos, cashiering, indexing/auto indexing, online applications for birth/death certificates, assumed names, abandonments, and marriage licenses and scanning.			
5.19.4	The system shall have Web services			
5.19.5	The system shall have Customer Service Cashiering			
5.19.6	Strongly prefer system includes Storage and Microfilm Creation services			
5.19.7	The system shall complete data conversion of all records from existing system(s)			
5.19.8	<p>Strongly prefer the system have Online Applications-Multiple Languages</p> <ul style="list-style-type: none"> *Birth Certificate *Death Certificate *Marriage License *Declaration of Informal Marriage *Assumed Name Incorporated *Abandonment of Assumed Name Incorporated *Abandonment of Assumed Name Unincorporated *Request for Copies 			
5.19.9	<p>Data conversion:</p> <ul style="list-style-type: none"> *Contractor shall create a data conversion plan to convert all current data and images residing in the current Granicus system. *The data conversion plan shall clearly define the roles and responsibilities of the contractor and Collin County. 			
5.19.10	<p>Fit Gap Analysis:</p> <ul style="list-style-type: none"> * As part of the Start-up and Planning Phase of the project, the contractor shall perform a Fit-Gap analysis with County Clerk personnel to identify any gaps in required public offerings or functionality required by Texas State Statute * All gaps shall be identified on a gap list that will be tracked to resolution during the duration of the project *Each identified gap will require an action plan to resolve the gap 			
5.19.11	<p>Parallel Test Period:</p> <ul style="list-style-type: none"> *As part of the Implementation Phase of the project, Collin County shall have a Parallel Test Period of 30-60 days prior to GO-Live implementation date of the new system *Issues uncovered during the Parallel Test Period will be tracked and resolved prior to GO-Live implementation *Severity of Parallel Test Period issues may impact the Go-Live implementation date 			
5.19.12	<p>Other Components:</p> <ul style="list-style-type: none"> *Hardware *System shall have Implementation services *Contractor shall provide training *Contractor shall provide support and maintenance *System shall have the ability for customer to e-sign applications, documents and credit/debit payments at counter *System shall have the ability to support desktop, laptop, tablet or smartphone use across all platforms 			
5.19.13	The system shall have search capabilities within the application.			

5.19.14	Cloud-based can be optional but shall comply with federal Criminal Justice Information Services (CIJS) standards. The cloud-based solution shall comply with the Collin County Information Technology Cloud Services agreement, (Refer to Exhibit A, Collin County SaaS Subscription Agreement.)			
5.20	CONTRACTOR RESPONSIBILITIES - Shall include, but are not necessarily limited to:			
5.20.1	Designing, engineering, ordering, delivering, installing (with coordination and assistance from the County IT department and the API integration), testing, developing and inputting software databases.			
5.20.2	Production, implementation, documenting and warranting all systems and applications proposed.			
5.20.3	Contractor shall perform all tasks necessary to develop and install all operating systems and user databases including data conversion from the existing system with coordination and assistance from the County IT department.			
5.20.4	Contractor shall meet with all necessary user groups (County Clerk, IT, Auditor, eRecording Submitters, Third Party Credit/Debit Payment contractors and TexEver contractor) to gather the information necessary to complete all final station and application database designs for all systems and applications that may be a part of any contract resulting from this RFP.			
5.20.5	Entering all system, user and application database(s) into the appropriate systems and testing them comprehensively with coordination and assistance from the Collin County IT department.			
5.20.6	Developing and conducting training programs specifically designed for the system being installed, including system administration, reporting, recordings, etc. fine-tuning application database(s) after the final phase of Production Implementation.			
5.20.7	Provide a testing environment to all the Clerk to thoroughly test all aspects of all applications.			
5.20.8	Providing customer service, help desk and disaster recovery services.			
5.20.9	A primary contact on behalf of the contractor shall be provided subject to the County Clerk's approval.			
5.20.10	Contractor's proposal shall clearly identify proven expertise to provide the following functionalities to meet the business needs of the Collin County Clerk through the implementation of an automated LVRMS.			
5.20.11	The LVRMS software shall provide an automated method to manage most functions of the land and vital records business process using a single sign in. Using bar code reader technology or other technology, the system shall automate to the greatest extent possible the recording and issuing functions surrounding core areas of the Collin County Clerk's Land Records and Vital Statistic functions.			
FUNCTIONAL REQUIREMENTS				
5.21	ADMINISTRATION (Items below pertain to this Section.)			
5.21.1	System shall have ability to create, edit and delete user profiles; designate rights and roles, and re-set passwords.			
5.21.2	System shall be able to provide a single sign-in for each user for access to any authorized application/function.			
5.21.3	System shall have ability to manage user sessions for all personnel including ending session and purging session.			
5.21.4	System shall have ability to create user groups and manage rights and roles for the group including adding/deleting/cloning rights.			
5.21.5	Strongly prefer ability to track personnel performance including length of time spent on a transaction, number of transactions processed and error rating.			
5.21.6	Strongly prefer dashboard view of user defined activities including but not limited to: number of documents filed/recorded; documents indexed/verified; current error rate; clerk activity and total fees collected per document type.			
5.21.7	System shall have ability to see any users' session in real time. Display session history and have ability to print the history or export it to a file such as Excel.			
5.21.8	System shall have ability to void or hide any document within the application. When a document is voided the system shall insert a placeholder that includes the instrument number of the voided document.			
5.21.9	System shall have ability to recover an eRecording reference number when no image is available or an eRecorded filing is missing a document. This reference number is required by eRecording submitters in order to find a missing image.			
5.21.10	System shall provide ability to maintain/edit various tables including fee schedule, document types, eRecording document types, filing codes, indexing codes, customer name and contact information, and subdivision list. Keep history of any changes made to tables including date of change and user name.			
5.21.11	System shall have ability to update any online application as necessary.			
5.21.12	System shall create and maintain a Missing Child Alert listing to include an alert for cashiers that prevents a birth record from being processed without a supervisory override. If an override is given, must have ability to clearly document reason and include date and name of person overriding alert. Include ability to deactivate alert as needed.			
5.21.13	System shall create and maintain non-sufficient funds listing including alerts for cashiers.			
5.21.14	System shall have ability to export bulk data on a designated schedule or by user defined date range without limitations.			
5.21.15	System shall have ability to process billing for recurrent and non-recurrent open records requests.			
5.22	LAND RECORDING: (Items below pertain to this Section.)			
5.22.1	System shall have the ability to accept and record documents received by eRecording, walk-in customer and mail.			
5.22.2	System shall provide ability for clerk to select document code from drop down list, by using hot keys and/or provide auto search when clerk enters letters in search box.			
5.22.3	System shall assign unique instrument numbers to each recording with no numbers repeated.			
5.22.4	System shall have Instrument number series automatically reset to "1" at the beginning of each new year.			
5.22.5	System shall have the ability to place electronic certification, seal and signature on recorded documents. Certification stamp shall be a floating stamp that includes the certification block, the County Clerk's electronic signature and a space for the clerk to electronically sign and date. Stamp is to be comprised of one block of information and configurable to allow changes as needed.			
5.22.6	System shall create electronic bar code that is unique to each recorded document.			

5.22.7	System shall provide auto indexing functionality using elastic search or other technology to allow clerk to select any section of document and auto populate indexing fields.			
5.22.8	System shall provide configurable hot keys and/or icons to allow system navigation.			
5.22.9	Strongly prefer system to provide touch screen technology to allow clerk to touch monitor, select data and move it into appropriate place in system by dragging with stylus or finger.			
5.22.10	Strongly prefer system to provide touch screen technology to perform duties such as recording, eRecording, cashiering and end of day balancing and reporting.			
5.22.11	System shall automatically generate rejection letter when document cannot be recorded stating reason for rejection.			
5.22.12	System shall provide a configurable list of reasons a document would be rejected using a drop down list and/or provide an auto search when clerk enters letters in search box. Allow authorized personnel to edit list.			
5.22.13	System shall have ability to issue certified and non-certified copies.			
5.22.14	System shall provide Optical Character Recognition (OCR) on all images.			
5.22.15	System shall have ability to suspend a batch and resume recording at a later time.			
5.22.16	Strongly prefer ability to track recorder performance including length of time to record a document, number of eRecordings processed, walk-in customers assisted, mail processed and error rating.			
5.23	PLATS: (Items below pertain to this Section.)			
5.23.1	System shall assign unique instrument numbers to each recording with no numbers repeated.			
5.23.2	System shall assign volume and page to each instrument with no number repeated.			
5.23.3	System shall have instrument number and page series automatically reset to "1" at the beginning of each new year.			
5.23.4	System shall have compatibility with Océ plotter that will allow for the import of images into land/vitals database.			
5.23.5	System shall have ability for authorized personnel to manually change instrument number and volume/page when necessary.			
5.23.6	System shall have ability to receive and record a plat electronically.			
5.23.7	System shall have recording label to include the instrument number and the volume and page.			
5.23.8	System shall have ability to scan plats using plotter scanner, marry images with corresponding tax certificates and upload into system. Shall have ability to print plats using the plotter scanner.			
5.23.9	System shall provide ability to sort and organize recorded plats by user defined date.			
5.24	ERECORDING: (Items below pertain to this Section.)			
5.24.1	System shall detect whether an eRecording has payment associated with each document filing attached and if not, reject			
5.24.2	System shall provide ability to retain history of reasons for returning an eRecording. Display when the document was returned, why it was returned and by whom.			
5.24.3	Strongly prefer system provide ability for clerk to highlight error on document when returning for corrections.			
5.24.4	When working in the eRecording queue, next document in queue shall automatically appear when the clerk has completed the previous document.			
5.24.5	System shall provide a verification message that clerk must click "yes/accept" or "no/cancel" to accept a document for recording.			
5.24.6	System shall have ability for clerk to fully index documents during the recording process and have document show as eRecorded and indexed.			
5.24.7	When processing eRecordings, system shall allow clerk to print any one page of a document before it is accepted.			
5.24.8	System shall have ability to prevent documents from being accessed by more than one (1) clerk at a time.			
5.24.9	System shall have ability to place barcode on any area of document and rotate horizontally or vertically.			
5.24.10	System shall have ability to shrink document within a one (1) inch top and two and a half (2.5) inch bottom margins to allow for the recording information while maintaining a minimum of 300 dpi.			
5.24.11	System shall have ability to move recording information block as needed with ability to group and ungroup information contained in block. To include ability to resize the block as needed.			
5.24.12	System shall have ability to add an additional page for recording information and charge the additional page fee.			
5.24.13	System shall provide ability to deskew, despeckle and remove borders, and allow clerk to rotate image while processing the document for each page in document.			
5.24.14	System shall have ability for clerk to add fee(s) for additional names/debtors.			
5.24.15	System shall have ability for clerk to enter page where signature is located and legal description.			
5.25	LAND RECORDS INDEXING: (Items below pertain to this Section.)			
5.25.1	Land records indexing shall have these required fields: *Grantor - Last name, first name or business name. *Grantee - Last name, first name or business name. *Date - MM/DD/YYYY including fields for entering the recording date and the document date. Prohibit future dating. *Document Type - 2 characters with ability to change code. *Legal Description - Lot/Block, Acreage, Subdivision Name with searching capabilities, Book & Page. *Street address with link to Collin Central Appraisal District. *Return mailing address – linked to USPS zip codes which populate city and state.			
5.25.2	Strongly prefer contractor provide touch screen technology and dual monitors to allow clerks to perform indexing and verifying duties.			
5.25.3	System shall provide auto indexing functionality using elastic search or other technology to allow clerk to select any section of document and auto populate indexing fields with ability to modify as needed.			
5.25.4	System shall show error message if an entry is duplicated and allow clerk to override when necessary.			

5.25.5	System shall have ability to spell check data entry against contents in document.			
5.25.6	System shall provide configurable lists for common indexing information such as names, subdivisions and financial institutions. Lists should be searchable using drop down and/or provide an auto search when clerk enters letters in search box.			
5.25.7	System shall provide a configurable reference database and ability to link to reference material.			
5.25.8	While indexing a document, system shall provide indexer the ability to easily find and view other documents that were recorded in the same batch as the one being indexed.			
5.25.9	System shall provide ability for supervisor to return a document back to the indexer with comments to make corrections when any errors are found in the indexing process and track this as an error. Clerk must then send the corrected document back to supervisor for verification.			
5.25.10	System shall provide ability for indexer to send a document in question to authorized staff without generating penalties or errors against the indexer. Include a comment box for indexer to enter questions (similar to instant messaging).			
5.25.11	Strongly prefer ability to track indexer performance including length of time spent on a document, number of documents indexed and verified, and error rating in real time and user defined date range.			
5.25.12	System shall require reviewing clerk to verify he/she has reviewed a document for errors in indexing by clicking a "Verified" button. Prevent save if document is missing a field. Allow override with comments to document reason for override.			
5.25.13	System shall provide an audit trail of indexer and verifier entries. Determine which entry was in error and return document to that clerk to correct before publishing to public website.			
5.25.14	System shall provide hot keys to use previous index entered.			
5.25.15	System shall provide key word search within each document similar to using the Ctrl+F function in MS Office.			
5.25.16	System shall provide redaction of confidential information as required by statute.			
5.25.17	If pop-up notification or error message is received, strongly prefer system allow clerk to scroll through document to review without closing message.			
5.25.18	System shall provide ability to email non-confidential images directly from system.			
5.25.19	System shall have ability to print a single page or multiple pages of a document.			
5.25.20	System shall have ability to zoom in or out of a document using touch screen, icons or hot keys.			
5.25.21	System shall provide ability to move from one document to the next without leaving workflow.			
5.25.22	System shall have ability to index referring document number in order to link corresponding documents.			
5.25.23	System shall have ability to copy any information on a document and paste it into another part of the system.			
5.26	BIRTH/DEATH RECORDS: (Items below pertain to this Section.)			
5.26.1	System shall be able to integrate with the TexEver, the state's electronic registrar (effective January 2019) database for birth and death records. Records must be automatically imported from TexEver into the vitals database throughout the day and include state assigned document number on each record.			
5.26.2	System shall create a local document number unique for each birth and death record with no number repeated. Number series is to automatically reset to "1" at the beginning of each new year. (This number is separate from the state assigned number.)			
5.26.3	System shall have ability for authorized personnel to correct or manually enter record number when necessary. Provide ability to enter why the manual entry was made and by whom.			
5.26.4	The customer shall have the ability to complete an application for a birth or death record online whether in the County Clerk's office or at home with option of picking up the document at one of the County Clerk's offices or by receiving the document by mail. Depending on option selected, the customer will be directed as to the next steps for obtaining the document. Request is to be sent into a queue and customer is to receive a confirmation number to reference the application.			
5.26.5	When request is received, the clerk shall have ability to review the application and complete the transaction electronically including ability to apply certification.			
5.26.6	Certification stamp shall be a floating stamp that includes the certification block, the County Clerk's electronic signature and a space for the clerk to electronically sign and date. Provide ability to activate/deactivate this feature as state requirements and business processes change.			
5.26.7	If customer requests birth or death certificate to be returned by mail, strongly prefers system move request to a holding queue and allow customer to access at a later date using a unique code. When requirements for application and ID have been met, allow customer to access the online request, scan and attach the application and ID, and submit for processing. If requirements are not met, clerk will have ability to reject the request. Send an email to the customer notifying them whether or not their request can be completed.			
5.26.8	System shall provide ability for clerk to enter private notes on application regarding applicant, identification presented and whether the birth/death certificate was issued. If record was not issued, provide clerk the ability to mark the application "Not Issued" and flag it for transfer into a specified folder in Laserfiche. Include a comment box for clerk to enter reason why document was not issued. Provide ability to report on this information.			
5.26.9	System shall provide ability for clerk to redact certain information from birth records prior to issuing the record. Shall be able to prevent redactions from showing on security paper.			
5.26.10	System shall include issue date on all certified copies.			
5.26.11	Strongly prefer system to include field for applicant to provide email address and phone number.			
5.26.12	Application shall meet State of Texas statutory and County Clerk requirements.			
5.26.13	Strongly prefer system provide a drop down menu offering multiple language choices for applicant. Application must be translated into English when it arrives in clerk's work queue.			

5.26.14	When an application has been submitted to the queue, system shall ensure all information that was entered is secured and cannot be accessed by another applicant using same terminal. For example, when application is submitted all information that was entered into that application is to be deleted on the end user side.			
5.26.15	System shall have ability to automatically purge application after a pre-designated amount of time has passed if the customer does not follow through with the transaction.			
5.26.16	All applications shall be kept in the database with the ability to electronically transfer the applications and supporting documents to Laserfiche following County Clerk defined schedule.			
5.26.17	box.			
5.26.18	System shall provide history for the issuance of birth records and death records. History is to detail when the record was issued, who it was issued to and name of clerk who issued the record with ability to report on this information. History is to stay with each birth record.			
5.26.19	System shall provide an electronic form within the system for the clerk to complete to allow the issuance of certified copies of historic birth and death certificates. Form fields will be determined by the County Clerk and must print on security paper.			
5.26.20	Strongly prefer touch screen capability with icons representing various tasks that must be performed including but not limited to issuing birth/death records, filing assumed names, filing abandonments of assumed names, issuing and recording marriage records, and filing DD214s.			
5.26.21	System shall have ability for clerk to cashier multiple document types in one transaction. For example, issuing a birth certificate, marriage license and filing an assumed name in a single transaction using one or more payment types.			
5.26.22	Shall have ability to track the number of birth records issued per record (TAC 181.24). If any record issuance exceeds statutory limit clerk will receive an alert notification and will be unable to proceed. Only authorized personnel may override to issue record. Include comments field to document why record was issued. Ability to report on name of person who purchased these records, relationship to the name of record and when purchase took place.			
5.26.23	System shall have ability to flag birth records of anyone who has been reported as missing.			
5.26.24	System shall have ability to flag and mark a birth record "Deceased" when notification is received that the person of record is deceased.			
5.26.25	System shall have ability to generate an Abstract of Death report that can be mailed or emailed to proper authority.			
5.26.26	System shall provide ability to process a Certification of Death. Parameters to be established by Clerk.			
5.26.27	System shall provide ability to process a Certification of Birth. Parameters to be established by Clerk.			
5.26.28	System shall provide ability to process Burial Transit Permits to include ability to email permit to appropriate entity when complete.			
5.26.29	System shall have ability to add a flag with an alert on any document as necessary. Alert to include a notification explaining the nature of the alert and what steps are to be taken next.			
5.27	MARRIAGE LICENSE: (Items below pertain to this Section.)			
5.27.1	The customer shall have the ability to complete an application for a marriage license online whether in the County Clerk's office or at home.			
5.27.2	Request is to be sent into a queue and customer is to receive a confirmation number to reference the application. When request is received, the clerk shall have ability to review the application and complete the transaction electronically.			
5.27.3	Application shall allow applicant to enter resident address without restricting to a US zip code. For example, applicant will have ability to enter an address located in London, England.			
5.27.4	Application shall allow applicant to enter place of birth without restricting to a US zip code. For example, applicant will have ability to enter birth location such as Madrid, Spain.			
5.27.5	System shall include separate field for applicant to enter the address where they want their license to be returned after it has been recorded.			
5.27.6	System shall include signature line for officiant.			
5.27.7	System shall include field for applicant to provide an email address.			
5.27.8	System shall provide sufficient room for applicant to enter his/her full name.			
5.27.9	Application shall meet statutory and County Clerk requirements.			
5.27.10	Strongly prefer system provide a drop down menu offering multiple language choices for applicant. Application must be in English when it arrives in clerk's work queue.			
5.27.11	System shall have ability to automatically purge application after a pre-designated amount of time has passed if the customer does not follow through with the transaction.			
5.27.12	The marriage license shall print in English.			
5.27.13	When request is received, the clerk shall have ability to review the application and complete the transaction electronically.			
5.27.14	System shall have ability for clerk to make changes to application when necessary.			
5.27.15	System shall have ability for clerk to toggle/switch the location of the information for applicant 1 and applicant 2 back and forth.			
5.27.16	System shall provide ability for clerk and applicant to see same application in the same format.			
5.27.17	System shall provide ability to process an absent applicant or proxy when issuing license. Allow the clerk to scan and attach any additional documentation that may be required. Documentation will be kept with the marriage record.			
5.27.18	System shall have ability to enter private clerk's notes for internal use only.			
5.27.19	System shall have ability to flag a marriage record for which a Together in Texas certificate was used. If the same certificate number is used more than once, the clerk will receive a notification on the screen and cannot continue.			

5.27.20	Information for license shall print on the County Clerk's marriage paper following the established format. Licenses shall print duplex and in legal size format. Printing options shall be automatically used when document type is selected.			
5.27.21	System shall allow license to include field for name of County Clerk that will default to current Clerk and can be deactivated at Clerk's discretion.			
5.27.22	System shall have ability to send bulk data to the state based on state requirements. Must also have ability to scan and attach affidavits to certain records when necessary.			
5.27.23	System shall have ability to run daily report of marriage licenses recorded. Report to include each applicant's name, date of marriage and address where license was returned. Ability to send daily report to designated personnel via email.			
5.27.24	System shall have ability to automatically purge application after a pre-designated amount of time has passed if the customer does not follow through with the transaction.			
5.27.25	When an application has been submitted to the queue, system shall ensure all information that was entered is secured and cannot be accessed by another applicant. For example, when application is submitted all information that was entered into that application is to be deleted on the end user side.			
5.27.26	System shall flag marriage licenses that have been issued but not returned for recording and automatically send an email to applicant. Also include ability for system to generate a notification letter to applicant and automatically create address field to print envelopes for mailing the letter. Include verification that envelopes printed correctly. If not, clerk will be able to reprint.			
5.27.27	System shall provide a customizable electronic form within the system for the clerk to complete to allow the issuance of certified copies of historic marriage licenses. Form fields will be determined by the County Clerk and must print on specialty paper.			
5.28	RECORDING MARRIAGE LICENSE: (Items below pertain to this Section.)			
5.28.1	System shall provide configurable drop down list for officiant type such as Minister, Priest and Justice of the Peace.			
5.28.2	System shall allow default County of Marriage to Collin with the ability for clerk to change as necessary.			
5.28.3	System shall allow default State of Marriage to Texas with the ability for clerk to change as necessary.			
5.28.4	System shall allow when a license is recorded, applicant information and return address is to be sent to a queue and automatically create address field to print envelopes for mailing back license. Include verification that envelopes printed correctly. If not, clerk will be able to reprint.			
5.28.5	System shall allow when license is recorded, application to be sent to a queue that can be exported to the state following a designated schedule. Include ability for supervisor to send export manually.			
5.29	WAIVERS: (Items below pertain to this Section.)			
5.29.1	System shall have ability to waive state license fees and/or 72 hour wait requirement when applicant(s) can produce: a certified copy of a court order; has participated in the Together in Texas pre-marital program and has certificate of participation; or is on active military duty.			
5.29.2	System shall allow all waivers to print on the back of license. In cases where the applicants need a judge's signature to waive the waiting period, the waiver and a signature line shall print on the back of the license.			
5.29.3	System shall allow waiver history is to be kept with license information and include reason for waiver and name of clerk who issued the waiver.			
5.30	DECLARATION OF INFORMAL MARRIAGE: (Items below pertain to this Section.)			
5.30.1	The customer shall have the ability to complete an application for a declaration of an informal marriage online whether in the County Clerk's office or at home.			
5.30.2	System shall allow request to be sent into a queue and customer is to receive a confirmation number to reference the application. When			
5.30.3	System shall include field for applicant to provide an email address.			
5.30.4	Application shall meet statutory and County Clerk requirements.			
5.30.5	Strongly prefer system provides a drop down menu offering multiple language choices for applicant. Application must be in English when it arrives in clerk's work queue.			
5.30.6	System shall allow ability to automatically purge application after a pre-designated amount of time has passed if the customer does not follow through with the transaction.			
5.30.7	When an application has been submitted to the queue, system shall ensure all information that was entered is secured and cannot be accessed by another applicant using same terminal. For example, when application is submitted all information that was entered into that application is to be deleted on the end user side.			
5.31	ASSUMED NAME (DBA); ABANDONMENT AND ASSUMED NAME: (Items below pertain to this Section.)			
5.31.1	The customer shall have the ability to complete application online for an assumed name and/or abandonment of an assumed name whether at the County Clerk's office or from home with the option of completing the transaction in person, or via mail. Depending on option selected, the customer will be directed as to the next steps for obtaining the document.			
5.31.2	If customer requests filing to be returned by mail, strongly prefer system move request to a holding queue and allow customer to access at a later date using a unique code.			
5.31.3	attach the application and ID and submit for processing. If requirements are not met, clerk will have ability to reject the request. Provide a notification message/check list requiring clerk to verify that all requirements have been met in order to issue certificate via email or USPS.			
5.31.4	System shall provide separate applications for incorporated and unincorporated assumed names with both clearly marked.			
5.31.5	System shall provide separate applications for abandonment of incorporated and unincorporated assumed names with both clearly marked.			
5.31.6	Application shall meet statutory and County Clerk requirements.			

5.31.7	Strongly prefer system provides a drop down menu offering multiple language choices for applicant. Application must be in English when it arrives in clerk's work queue.			
5.31.8	System shall include field for applicant to provide an email address and phone number.			
5.31.9	When request is received, the clerk shall have ability to review the application and complete the transaction electronically including ability to apply certification.			
5.31.10	Certification stamp shall be one block that includes the certification block, the County Clerk's electronic signature and a space for the clerk to electronically sign and date. Stamp to be configurable to allow changes as needed and resizable.			
5.31.11	System shall allow ability for clerk to modify applications as statutory requirements and business processes change.			
5.31.12	System shall allow ability to allow the clerk to scan an assumed name/abandonment certificate into the system after the transaction has been completed and return the original certificate to the customer. The retention period will be defined by the County Clerk.			
5.31.13	System shall allow ability to record and issue multiple assumed name/abandonment certificates in a single transaction. Include space for private clerk's notes for internal use only.			
5.31.14	System shall allow ability for a clerk to email a recorded assumed name or abandonment of an assumed name to a customer directly from the system.			
5.31.15	Clerk shall have ability to review the application and complete the transaction electronically including ability to apply certification for Assumed Name (DBA) and Abandonment of Assumed Name.			
5.31.16	Application shall meet State of Texas statutory and County Clerk requirements for assumed names.			
5.31.17	System shall allow ability to automatically purge application after a pre-designated amount of time has passed if the customer does not follow through with the transaction.			
5.32	CASHIERING: (Items below pertain to this Section.)			
5.32.1	System shall provide ability to use multiple payment types to cashier a single transaction for land records and vital statistic functions. Payment types include cash, check, money order and credit/debit card.			
5.32.2	System shall allow Integration with third party credit/debit card vendor to provide ability to accept payment without leaving the system.			
5.32.3	System shall provide ability for clerk to process multiple document types in one transaction. For example, issue a marriage license, certify a birth record, and record an assumed name on one receipt in a single transaction.			
5.32.4	System shall provide ability to print multiple document types without changing printer settings when processing a single transaction. This includes letter, legal, duplex and special/security paper.			
5.32.5	System shall be able to add appropriate fee based on document type selected. Cashier screen to show receipt preview including a detail of each document, document fee, number being purchased and transaction total.			
5.32.6	System shall allow the customer to have the ability to complete an application for certified copies online whether in the County Clerk's office or at home.			
5.32.7	Application shall meet statutory and County Clerk requirements.			
5.32.8	Strongly prefer system provides a drop down menu offering multiple language choices for applicant. Application must be in English when it arrives in clerk's work queue.			
5.32.9	System shall allow request to be sent into a queue and customer is to receive a confirmation number to reference the application.			
5.32.10	When request is received, the clerk shall have ability to review the application and complete the transaction electronically, including ability to apply certification, and return the certified copy to the customer by email.			
5.32.11	System shall provide ability to build receipt template and allow authorized personnel to edit template as necessary.			
5.32.12	System shall provide ability to find any receipt after a transaction is completed and re-print the receipt when needed. Receipt can only be purged by authorized personnel.			
5.32.13	System shall have ability to search transactions by transaction number, check number, party name or date recorded.			
5.32.14	System shall have ability to search transactions by transaction number, check number, party name or date recorded.			
5.32.15	System shall provide ability for customer to e-sign applications using an electronic signature pad, documents and credit/debit payments at counter.			
5.32.16	System shall provide configurable list for payments on account and allow clerk to select account that applied to that transaction. Include payments on account in daily reporting.			
5.32.17	System shall provide ability for clerk to enter amount owed to the County Clerk from eRecording submitters.			
5.32.18	System shall have ability to reconcile unpaid transactions for an account.			
5.32.19	System shall have ability to void any transaction including related fees, and include a comment box for private clerk's notes detailing the reason for the void. When a void has processed, create a new barcode for the voided document.			
5.32.20	System shall also provide ability to run a report on voided transactions to include detail of transaction, reason for void, barcode for void, clerk/supervisor who processed the void and any comments entered regarding the void.			
5.32.21	Strongly prefer touchscreen technology with icons representing various tasks including but not limited to end of day balancing, till reconciliation and daily reporting.			
5.32.22	System shall provide ability for any authorized clerk to run cash register report by user defined date range.			
5.33	SCANNING: (Items below pertain to this Section.)			
5.33.1	System shall provide high speed, high resolution scanning using Fujitsu fi-6770A scanners (currently using) with a minimum of 300 dpi. If this particular scanner is not available, contractor shall recommend comparable device.			

5.33.2	System shall allow documents be scanned to PDF-A format. If better, archive quality format is available, contractor will make recommendation.			
5.33.3	System shall have ability to scan documents that contain large page counts such as several hundred pages. Including allowing the clerk to scan part of the document, save the scan and continue scanning the rest of the document at a later time.			
5.33.4	System shall provide ability to deskew, despeckle, align and remove borders on all pages of a document at one time.			
5.33.5	System shall have ability to clearly scan document barcodes regardless of where they are located on the document.			
5.33.6	System shall have ability to scan a document and allow clerk to manually enter instrument number.			
5.33.7	System shall have ability to delete pages and adjust page count as necessary.			
5.33.8	System shall import files.			
5.33.9	System shall import maps and oversized pages in a document from the OCE [®] plotter and marry documents with corresponding tax certificates.			
5.34	PRINTING: (Items below pertain to this Section.)			
5.34.1	System shall provide functionality to allow printing documents from database in legal and letter format in single page or duplex using standard copy paper or special marriage/security paper regardless of document type.			
5.34.2	System shall be able to print various document sizes and types without changing printer settings.			
5.34.3	System shall provide automatic printing of receipt when transaction is completed.			
5.35	GENERAL - SYSTEM SHOULD PROVIDE AT A MINIMUM THE FOLLOWING FUNCTIONALITY FOR SEARCHING PUBLIC RECORDS: (Items below pertain to this Section.)			
5.35.1	System shall display a minimum of 5,000 search results with no restrictions on maximum number of results.			
5.35.2	System shall provide auto search capability that will offer suggestions/results when user enters letters in search box.			
5.35.3	System shall provide search results based on user specifications. For example, display all results on one page or a specific number of results per page across many pages. Allow user to sort a results list by any field.			
5.35.4	System shall have ability to save a specific document from search results in order to electronically submit to a customer.			
5.35.5	System shall have ability to export search results to PDF, Excel, and Word. System shall export all results at one time, not just one page at a time.			
5.35.6	difference.			
5.35.7	System shall provide ability for customer to add document(s) to a shopping cart and save. When customer has completed their tasks the clerk will pull up the customer's shopping cart, print the requested documents and cashier the transaction.			
5.35.8	System shall allow search by individual name.			
5.35.9	Business name search – The page shall provide a field to enter a business name.			
5.35.10	System shall search by Human/Firm or by Party1/Party2/entry as it appears on document(s).			
5.35.11	System shall search by entering volume and page numbers without requiring a minimum number of characters.			
5.35.12	System shall search by user defined date range.			
5.35.13	System shall filter results by document type and display how many documents of each type are returned in search results.			
5.35.14	System shall filter/print grid results.			
5.35.15	System shall create/view/close shopping basket.			
5.35.16	Instrument - System shall search by year, year and month, year, month and day or full document number			
5.35.17	Book & Page - System shall search by a specific book (i.e. Federal Tax Lien) or ALL			
5.35.18	Property Address - Strongly prefer system provides a hyper-link address to the Collin Central Appraisal District.			
5.35.19	Document Type - System shall filter search by document type within a user defined date range			
5.35.20	Legal Description - System shall: *Search by legal description with lot, block, book and page *Search by the name of the subdivision *Search by partial name of subdivision to bring up all options *System must provide search functionality for the County Clerk's Historic Index Search and Historic Books.			
5.36	ADVANCED PUBLIC INQUIRY FUNCTIONS: (Items below pertain to this Section.)			
5.36.1	The advanced public inquiry is subscription based access to the County Clerk's public records and shall include at a minimum the same functionality that is currently available. This feature is currently being entirely managed by the contractor.			
5.36.2	Should the County Clerk choose to continue with a subscription based service, it is expected that the contractor shall manage all aspects of the feature including maintaining user profiles and passwords, providing access based on subscription tier selected, customer support, collecting fees based on subscription tier and forward the appropriate fees to the County Clerk. Authorized personnel will retain ability to override fees at the Clerk's discretion. System must include at a minimum the following functionality: *Unlimited overall search results. *Provide search results based on user specifications. For example, display all results on one page or a specific number of results per page across many pages. Should allow user to sort entire results list by any field.			
5.36.3	Search capabilities shall include the following:			

5.36.4	<p>Land Records System shall have ability to search by: *Name *Instrument Number *Street Address *Legal Description *Book/Page *Date Recorded *Subdivision</p>			
5.36.5	<p>Document Filters: *Plats *Land Records *Document Type *Year document recorded</p>			
5.36.6	<p>Vital Statistics Records *Assumed Names/Abandonments Birth Records-Index of Name Only: *Child's name *Parents' names Death Records-Index of Name Only: *Decedent name Marriage Records: *Applicant 1 *Applicant 2 Date of event: *Date of birth *Date of death *Date of marriage</p>			
5.36.7	<p>Result columns: *Instrument number *Date Recorded *Name *Party Role - Grantor/Grantee, Child, Parent, Applicant 1 or Applicant 2 *Document Type *Book *Page *Legal Description *Document Verified *View Image *Sort each result column *Historical Records *Submit Assumed Name Application *Submit Marriage License Application *Birth/Death Index *Export results (Excel, PDF, Word, RTF)</p>			
5.36.8	<p>System shall provide compatibility mode for PC, laptop, smartphones, and tablets across all platforms.</p>			
5.37	<p>REPORTING FUNCTIONS: (Items below pertain to this Section.)</p>			

5.37.1	<p>Reporting functions shall include ad hoc and on demand reports with user defined date/time range. Reporting types include but are not limited to:</p> <ul style="list-style-type: none"> *Cash Register Report *Audit Transaction Report *Daily eRecording Transaction Report *Daily Fees Summary Report *Daily Transaction Report *Unpaid Daily Transaction Report *Account Transaction Report *Account Check List Report *Checks List Report *Corrections Report *No Fee Summary Report *Refund Checks List Report *Refundee Checks List Report *Suspended Transaction Report *Invoice of Account *Accounts Report *General Index Report *Document Proof Report *Void Documents Report 			
5.37.2	<ul style="list-style-type: none"> *Grantor Index Report *Grantee Index Report *Name Statistics Report *Scanned Documents Report *Document Workflow-Index *Document Workflow-Status *Document Workflow-User *Staff Performance Report *Birth records issued *Death records issued *Marriage/Informal marriage records issued *Marriage licenses recorded *Burial Transit Report *Certification of Death Report *Certification of Birth Report *Officiant of Record on Marriage Licenses Report *Assumed Names filed-Incorporated and Unincorporated *DD214 records filed/issued *Abandonments filed *Records not issued *ACH Transaction Report *Mailing Report *Returnee Label (Used by Vitals and Indexing) 			
5.37.3	<p>Collin County strongly prefers that the software provide the ability for us to use a tool to create adhoc custom reports without vendor assistance.</p>			
TECHNICAL REQUIREMENTS				
5.38 TECHNICAL ENVIRONMENT (Items below pertain to this Section.)				
5.38.1	<p>The following technical requirements are specific to on premise installations. Cloud based or on-premise solutions should identify the technical framework in place to support the proposal and identify the security measures taken to maintain integrity of county data.</p>			
5.38.2	<p>Solution shall operate in a VMware vSphere virtualized server environment.</p>			
5.38.3	<p>The software shall operate on Microsoft Windows Server 2012 R2 servers running on VMware ESXi 5.5, 6.0, or 6.5 hosts connected to a NetApp based NAS storage system. Regardless of deployment option, the proposal must provide estimated storage requirements to support the initial solution deployment and provide growth requirements to accommodate five (5) years of data growth. If a on-premise solution is proposed, the proposal must provide the estimated recurring storage cost for the same five (5) year period.</p>			
5.38.4	<p>The standard application server deployment consists of dual vCPUs with 4GB of vRAM, and 75GB disk space. The proposal shall identify server configuration specifications for all servers required for the proposed solution. Proposals must specify the number and configuration of servers required to support the solution. If a on-premise solution is proposed, the proposal shall provide the estimated recurring cost for the same five (5) year period.</p>			
5.38.5	<p>The county will soon begin to update servers to Microsoft Windows Server Standard 2016 and VMware ESXi 6.5.</p>			

5.38.6	The solution shall operate within an enterprise Microsoft SQL Server 2014 environment. The proposal must identify the minimum IOPS required to support the full solution.			
5.38.7	The software will have dedicated database space within a shared database instance.			
5.38.8	The Enterprise SQL Server environment consists of physical clustered servers connected via fibre channel to an EMC ExtremIO SAN.			
5.38.9	System Administrator privileges are restricted to the Collin County DBA team. The proposal shall identify the required SQL Server permission levels.			
5.38.10	The proposed solution shall identify the required storage space to support the database along with growth estimates. The proposal shall provide estimated storage requirements to support the initial solution deployment and provide growth requirements to accommodate five (5) years of data growth. If a on-premise solution is proposed, the proposal must provide the estimated recurring cost for the same five (5) year period.			
5.38.11	The proposed solution shall not store scanned images, pictures, or video in the Microsoft SQL Server database. Image/video files shall be stored on a segregated storage environment dedicated to those file types. The proposed solution shall maintain a pointer to the storage location. Image data backup uses a storage mirror utilizing NetApp CDOT SnapMirror and SnapVault technology.			
5.38.12	The primary design shall support simultaneous users, without system performance degradation as user access increases incrementally.			
5.38.13	The proposed solution shall be capable of supporting multiple concurrent user logins with no performance decrease.			
5.38.14	The proposal shall identify the maximum recommended number of concurrent connections capable with the recommended server configuration specifications.			
5.38.15	Proposed solutions should be through a web based application with no client side code installed or required for either end user or administrator access.			
5.38.16	The proposal shall identify the required bandwidth necessary to support constituent access as well as county employee connections.			
5.39	TECHNICAL AND SECURITY REQUIREMENTS (Items below pertain to this Section.)			
5.39.1	Cloud based proposals shall provide rules of engagement to Collin County for the performance of penetration testing on a yearly basis.			
5.39.2	All proposals shall encrypt transmission of all data that is in transit, or at rest.			
5.39.3	All proposals shall hash data at rest, in support of ensuring data integrity.			
5.39.4	All proposals shall log access, at any administrative level, to all stored data.			
5.39.5	All proposals shall log administrative tasks to Solution.			
5.39.6	All proposals shall support the automated export of relevant system actions (including, but not, limited to system authentication) to the County's Security Information and Event Management (SIEM) platform.			
5.39.7	Cloud based proposals shall provide Collin County two options for user ID management.			
5.39.8	A cloud based repository of user ID's and password or ability to federate Collin County user repositories into the solution.			
5.39.9	Collin County on-premise proposals shall provide system administration access via a web console, and not require client software.			
5.39.10	Cloud based proposals shall not require VPN client software.			
5.40	INTEGRATE WITH THIRD PARTY PAYMENT VENDOR: (Items below pertain to this Section.)			
5.40.1	Contractor shall provide API to integrate with Collin County's credit/debit card vendor, Certified Payments, to allow clerk ability to take payment without leaving Land/Vitals database.			
5.40.2	*Integrate with Certified Payments used for credit card payments. *Integrate with Frost Bank used for legalsease. *Process ACH payments from e-recording submitters, IRS and the State of Texas in the administration function of the application. *Capability to run all reports for Certified Payments and Frost Bank within the application. Currently this is handled through the Certified Payment website and Frost Bank website. This is not integrated with the current Land and Vitals application. *Process recorded documents and charge the constables' account in the cashiering function of the application. Currently any payments made by the constable offices are processed through our administration function of the current application.			
5.41	MAINTENANCE/WARRANTY/SERVICE RESPONSE REQUIREMENTS (Items below pertain to this Section.)			
5.41.1	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.			
5.41.2	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.			
5.41.3	Vendor shall provide for a fail-over process in case of a processor failure or natural disaster.			
5.41.4	Vendor shall provide total system failure procedures identifying if system will be a self-contained re-boot or if it will require manual intervention.			
5.41.5	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.			
5.41.6	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.			
5.41.7	Response to major failure maintenance calls shall not exceed four (4) hours. Major Failure maintenance shall be defined as follows:			
5.41.8	The entire system is inoperative.			
5.41.9	Disruption in service to a single user of material nature. Material nature shall mean the DA's operations are critically affected.			
5.41.10	Response to a minor failure shall not exceed the next business day following the report.			
5.41.11	Minor Failure shall be defined as follows:			

5.41.12	Any request for service when a major failure does not exist shall be deemed to be a minor failure.			
5.41.13	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.			
5.41.14	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.			
5.41.15	Contractor shall provide Collin County an escalation call list and shall keep the escalation call list updated as time passes.			
5.41.16	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.			
5.42	SYSTEM INSTALLATION AND TESTING PLANS (Items below pertain to this Section.)			
5.42.1	Install, configure, test and make operational the contractor's system in the County/IT environment.			
5.42.2	Provide system testing. This is a test for system operations, features, application integration, application testing, etc.			
5.42.3	For system acceptance testing, the contractor will provide a test plan to verify that the system has performed to functional requirements.			
5.43	IMPLEMENTATION REQUIREMENTS (Items below pertain to this Section.)			
5.43.1	Supply a certified Project Manager who will work with the County for the duration of this project. The County Clerk will provide a Senior Administrator to work with vendor until project is complete.			
5.43.2	Be onsite for Go-Live and any subsequent days/weeks as needed by the County Clerk. The Contractor shall supply enough personnel to cover the land and vitals personnel in both the McKinney and Plano offices.			
OPTIONAL - STORAGE AND MICROFILM CREATION REQUIREMENTS				
5.44	OPTIONAL - STORAGE AND MICROFILM CREATION: (Items below pertain to this Section.)			
5.44.1	County shall provide digital images, processing and/or duplication. For filming of digital images and Archive Writer capable of writing TIFF and/or PDF images shall be used. The contractor shall have two (2) processors and two (2) Archive Writers in the event that one (1) should fail.			
5.44.2	Contractor shall provide silver halide microfilm originals. Film shall be conventional silver halide typed manufactured for use as microfilm with a safety base of polyester (ANSI/NAPM IT9.1-1996). Contractor shall be able to provide both Diazo and Silver duplicates upon request.			
5.44.3	It is estimated that the volume of pages that the contractor will convert to archival microfilm is on average 90,000 pages per month.			
5.44.4	The Contractor's services shall adhere to the Texas State Library and Archives Commission standards.			
5.44.5	Provide creation of CD monthly for Land and Vitals.			
5.44.6	Provide creation of film monthly for Land and every three (3) months for Vital.			
5.44.7	Inventory			
5.44.8	Preview			
5.44.9	Film Quality Assurance			
5.44.10	Film/Box Supplies			
5.44.11	Chemicals			
5.44.12	Boxing			
5.44.13	Labeling			
5.44.14	Final Quality Assurance			
5.44.15	Report Generation			
5.44.16	Vault Storage during Production Period			
5.44.17	Receiving/Shipping Order Generation			
5.44.18	Project Manager Time			
5.44.19	Ground Shipping to McKinney, TX			
5.44.20	Image Quality Assurance (on all images that go to Contractor electronically)			
5.44.21	PROCESSING AND DUPLICATING PROCEDURES			
5.44.22	16mm x 215ft Processing			
5.44.23	Contractor shall process and inspect 16 mm x 215 feet rolls of microfilm per specifications. Cut and sonic splice refilms/error and verify sequence of images. Provide a silver halide roll of microfilm. Produce laser printed title strips and affix to microfilm jackets. Provide quality control to validate sequence and contents of jackets.			
5.44.24	Download digital images monthly for processing from Collin County FTP site			
5.44.25	Images shall come on single-page TIFF format			
5.44.26	Perform 100% check that all images are complete and of acceptable image quality			
5.44.27	Images shall be processed on 16mm x 215 feet microfilm with approximately 3,300 images per roll			
5.44.28	Receive developed film for processing at Production Facility			
5.44.29	Convert archival acetate film to silver polyester film			
5.44.30	All rolls shall be checked for all images, density, labeling and other discrepancies			
5.44.31	Recording and Miscellaneous Rolls shall be labeled by Date, Beginning and Ending Recording Numbers, and Roll Number.			
5.44.32	16mm 2 mil Diazo Duplication			
5.44.33	Receive original 16mm microfilm for duplication at Production Facility			

5.44.34	Film shall be duplicated on 16mm 2 mil diazo microfilm			
5.44.35	All rolls shall be checked for all images, density, labeling and other discrepancies			
5.44.36	All rolls shall be duplicated with a density as close to ANSI standards as possible without compromising the quality of the images on the duplicate			
5.44.37	Recording and Miscellaneous Rolls shall be labeled by Date, Beginning and Ending Recording Numbers, and Roll Number			
5.44.38	Film shall be placed in tan M cartridge			
5.44.39	16mm x 215ft Silver Duplication			
5.44.40	Receive original 16mm microfilm for duplication at Production Facility			
5.44.41	Film shall be duplicated on 16mm x 215ft silver microfilm			
5.44.42	All rolls shall be checked for all images, density, labeling and other discrepancies			
5.44.43	All rolls shall be duplicated with a density as close to ANSI standards as possible without compromising the quality of the images on the duplicate			
5.44.44	Recording and Miscellaneous Rolls shall be labeled by Date, Beginning and Ending Recording Numbers, and Roll Number			
5.44.45	FILM CARTRIDGE STORAGE			
5.44.46	Film cartridges not in production shall be stored in a secure vault when not in production. Contractor's facility shall have proper security measures in-place to track ingoing and outgoing traffic.			
5.44.47	Boxes shall be stored in Contractor's warehouse			
5.44.48	Warehouse shall be meet the following requirements:			
5.44.49	Disaster safe			
5.44.50	Fire proof vault			
5.44.51	Describe how the vault is fire proof			
5.44.52	A minimum storage period of 12 months applies			
5.44.53	Contractor shall provide 16" x 12" x 10" boxes on a per-box basis			
5.44.54	As of November 2017, Collin County currently has approximately 12,800 rolls of microfilm stored offsite. This number will increase as new images are converted to microfilm.			
5.44.55	Other miscellaneous storage, boxing and inventory database tracking shall be billed per hour given that there are various sized rolls and frames per roll			
5.44.56	REWORK			
5.44.57	In the event above specifications are not met by the Contractor, the County Clerk's Office shall request the work to be redone and resubmitted for approval. Contractor shall absorb all costs incurred as a result of non-compliance.			
5.44.58	DELIVERY			
5.44.59	Contractor shall include in their pricing delivery of film.			
5.44.60	Contractor shall provide a detailed packing slip with each delivery to the County Clerk.			
5.44.61	Film shall be returned in plastic film box containers, meeting nationally accepted standards for microfilm presentation.			
5.44.62	Film box labels are to be created according to specifications. Specification shall be provided to the Contractor, and may change periodically.			
5.44.63	Collin County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential shall be charged against the Contractor.			
5.44.64	INSPECTION			
5.44.65	The County may inspect contractor facilities prior to award and during the life of the contract in order to verify set standards and minimize potential risk.			
5.44.66	OPTIONAL SERVICES			
5.44.67	RETRIEVALS			
5.44.68	All retrieval requests shall be processed and fulfilled to the County Clerk with in 24 hours.			
5.44.69	Is there a charge for the retrieval? If so, please provide the County Clerk with a minimum and maximum cost associated with the			
5.44.70	Do you provide these services 7 days a week?			
5.44.71	Emergency retrieval services shall be available by telephone 24 hours per day and seven (7) days per week			
5.44.72	DIGITAL IMAGES			
5.44.73	Convert existing microfilm to digital images.			

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 “*County Clerk*” means the then-current County Clerk of Collin County Clerk’s Office.
 - 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 County Clerk and is subject to change by such County Clerk 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 County Clerk.

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 24 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 County Clerk 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 County Clerk 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 County Clerk 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 County Clerk and the CIO.

3.7 Disaster Recovery. VENDOR shall provide required disaster recovery and business continuity plans to the County Clerk 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 County Clerk (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 County Clerk (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 County Clerk (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 (2) weeks in advance, the County Clerk 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 County Clerk and the CIO of all unscheduled outages immediately when such outage occurs. VENDOR will provided the County Clerk 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 County Clerk 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 one (1) year 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.

11.9 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.

(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.collincountytx.gov/government/Pages/officials.aspx>

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

Department:

Stacey Kemp – County Clerk
Tonya Kellogg – Chief Deputy Clerk
Beth Vincent – Senior Administrator
Carla Jamal – Deputy County Clerk II
Daniele McOsker – Lead Clerk
Caren Skipworth – Chief Information Officer
Steve Ganey – Deputy Chief Information Officer
Christina Divers – IT Senior Manager
Casey Stone – Infrastructure Supervisor
Mike English – Applications Administrator
Ben White – IT Senior Manager
Courtney Wilkerson – Project Manager

Purchasing:

Michalyn Rains, CPPO, CPPB – Purchasing Agent
Michelle Charnoski, CPPB – Asst. Purchasing Agent
Sara Hoglund, CPPB – Senior Buyer

Commissioners' Court:

Chris Hill – County Judge

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

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

Request for Taxpayer Identification Number and Certification

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

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:

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

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.

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) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Requester's name and address (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 *How to get a TIN* 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

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

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶

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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- 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
- 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.