

## 2022-229

## **County Website Solution**

Issue Date: 6/28/2022 Questions Deadline: 7/19/2022 05:00 PM (CT) Response Deadline: 7/28/2022 02:00 PM (CT)

**Collin County Purchasing** 

## **Contact Information**

Contact: Hunter Alley Senior Buyer Address: Purchasing Admin. Building Ste. 3160 2300 Bloomdale Rd. Ste. 3160 McKinney, TX 75071 Phone: (972) 548-4117 Fax: (972) 548-4694 Email: halley@co.collin.tx.us

## **Event Information**

Number:	2022-229
Title:	County Website Solution
Туре:	Request for Proposal - HT/INS
Issue Date:	6/28/2022
Question Deadline:	7/19/2022 05:00 PM (CT)
Response Deadline:	7/28/2022 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 hosted
	website solution that will include responsive design features along with up to date /
	modern features that will improve user experience and meet ADA compliance on the
	site.

## **Ship To Information**

Address: See Purchase Order McKinney, TX 75071

## **Billing Information**

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

## **Bid Activities**

#### Mandatory Pre-Proposal Conference

7/12/2022 2:00:00 PM (CT)

A mandatory pre-proposal conference will be conducted by Collin County on July 12, 2022 at 2:00 PM (CST) at Collin County Administration Building, 3rd

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.

## **Bid Attachments**

2022-229 LEGAL NOTICE.doc	Download
Legal Notice	
General_Instructions_Proposals 09.03.21.docx	View Online
1.0 General Instructions - Proposal - updated 09.03.21	
Terms_of_Contract_Proposals2.10.21.docx	View Online
2.0 Terms of Contract - Proposals	
2022-229_County_Website_SolutionSpecifications.docx	View Online
4.0 Special Conditions & Specifications	
Attachment A Requirements.xlsx	View Online
Attachment A: Requirements	
Attachment B Pricing Worksheet.xlsx	View Online
Attachment B: Pricing Worksheet	

#### 2022-229\_HB23\_CIQ.docx

Information Regarding Conflict of Interest Questionnaire

#### CIQ\_113015.pdf

Conflict of Interest Questionnaire

#### W-9 rev 2018.pdf

W-9 Form

## **Requested Attachments**

#### Proposal

(Attachment required)

#### Pricing / Fees (reference §6.9)

(Attachment required)

Submit as a separate document.

#### **Completed Attachment A - Requirements**

(Attachment required)

#### **Conflict of Interest Questionnaire**

W-9

(Attachment required)

## **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)

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View Online

View Online

View Online

3	Delivery
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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 exception to the specifications? If so, by separate attachment, please state your exceptions.

□Yes □No

(Required: Check only one)

#### 5 Insurance Acknowledgement

Minimum Insurance Requirements (3.0) do not apply to this solicitation. 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 are preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

(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 are preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

(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 are preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

#### (Required: Maximum 4000 characters allowed)

# 1 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 interlocal 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?

(Required: Check only one)

1	Preferential Treatment
1	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).
	<ol> <li>Is your principal place of business in the State of Texas?</li> <li>If your principal place of business is not in Texas, in which State is your principal place of business?</li> <li>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?</li> <li>If your state favors resident bidders, state by what dollar amount or percentage.</li> </ol>
	(Required: Maximum 4000 characters allowed)
1 2	Debarment Certification
2	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	Immigration and Reform Act
3	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	Disclosure of Certain Relationships
<b>4</b>	Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local

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)

15	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.
16	<b>Disclosure of Interested Parties</b> 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)
17	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)
18	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)

1 9	Critical Infrastructure Affirmation Pursuant to section 2274.0102 of the Texas Government Code, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries. Please initial.  (Required: Maximum 1000 characters allowed)
20	Energy Company Boycotts Pursuant to Section 2274.002 of the Texas Government Code, should the contract have a value of \$100,000 or more and the company employs 10 or more full-time employees, Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies, and (2) will not boycott energy companies during the term of the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency. Please initial. (Required: Maximum 1000 characters allowed)
21	Firearm Entities and Trade Associations Discrimination Pursuant to section 2274.002 of the Texas Government Code, should the contract have a value of \$100,000 or more and the company employs 10 or more full-time employees, Respondent verifies that: (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency. Please initial.  (Required: Maximum 1000 characters allowed)
Bie	(Required: Maximum 1000 characters allowed)

1	Submit response to §6.9 Pricing/Fees in a separate document.	
	Supplier Notes:	Additional notes (Attach separate sheet)

## **Supplier Information**

Company Name:	
Contact Name:	
Address:	
Phone:	
Fax:	
Email:	
Supplier Note	\$S

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 addenda which could ultimately render your Submittal non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.

1.5 A Submittal may not be withdrawn or canceled by the Offeror prior to the ninety-first (91<sup>st</sup>) 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 RFPs and CSPs submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the RFP/CSP number and name. A hard copy paper form Submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals shall be mailed or hand delivered to the Collin County Purchasing Department.

1.8 No oral, telegraphic or telephonic Submittals will be accepted. RFPs and CSPs may be submitted in electronic format via Collin County eBid.

1.9 All RFPs and CSPs 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 RFPs and CSPs submitted in hard copy paper form. RFPs, and CSPs received in the Collin County Purchasing Department after submission deadline shall be considered void and unacceptable. Absolutely no late Submittals will be considered. Collin County accepts no responsibility for technical difficulties related to electronic Submittals.

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.

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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 RFP or CSP and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than the date specified in the solicitation. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners Court. Addenda may be transmitted electronically via Collin County 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** <u>https://collincountytx.ionwave.net/</u>, telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Offeror's receipt of any addenda issued. Offeror shall acknowledge receipt of all addenda.

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

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

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

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

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

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

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

- 1.18.3 have a satisfactory record of performance;
- 1.18.4 have a satisfactory record of integrity and ethics;
- 1.18.5 be otherwise qualified and eligible to receive an award.

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

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

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

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1.23 Interlocal Agreement: Successful Offeror agrees to extend prices and terms to all entities that has entered into or will enter into joint purchasing interlocal cooperation agreements with Collin County. Delivery to governmental entities located within Collin County will be at no additional charge or as otherwise provided for in the award document. Delivery charges, if any, for governmental entities located outside of Collin County shall be negotiated between the Vendor and each governmental entity.

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 Offeror 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 56<sup>th</sup> 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 56<sup>th</sup> 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 Collin County prior to access being granted to Collin County facilities. Upon request, Vendor/Contractor/Provider shall provide list of individuals to the Collin County Purchasing Department within five (5) working days.

2.30 Non-Disclosure Agreement: Where applicable, vendor shall be required to sign a nondisclosure 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 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.

2.38 Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

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

## 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 in 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, Attachment B Pricing Worksheet.

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 75 Points)

The Evaluation Committee will conduct a detailed assessment of all proposals elevated to this Level. Proposals may earn up to 75 Points based on evaluated criteria. Criteria evaluated in Level 2 include:

Points	Evaluation Criteria
25	Response and compliance with Attachment A-Requirements (refer to §6.8)
25	Firm Overview, Staff Qualifications / Experience / Credentials (refer to §§6.2, 6.3)
25	Project Plan / Similar Projects Involved With / Time Schedule (refer to §§6.4, 6.6, 6.7)

It is anticipated that Collin County will elevate proposals scoring at least 52 points (70%) to Level 3.

## LEVEL 3 – COST (Maximum 10 Points)

Contractors who are elevated to level 3 will have their points combined from level 2 for a maximum of 85 points total.

Points	Evaluation Criteria
10	Cost (refer to §6.9)

## LEVEL 4 – DEMONSTRATION OF SOLUTION (Maximum 15 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
15	Product Demonstration and Interview

## Product Demonstrations & Interviews

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

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

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

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

## LEVEL 5 – REFERENCES (Maximum 20 Points)

Points	Evaluation Criteria
20	References (refer to § 6.5)

### 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 solution is in live production may be re-evaluated based upon levels 2-4.

## LEVEL 6 – BEST AND FINAL OFFER

Contractors who are susceptible of receiving award will be elevated to Level 6 for Best and Final Offer. Contractor 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, and may be invited to present their responses on-site. Proposals may be re-evaluated based upon Criteria in level 2 through 5.

Based on the result of the Best and Final Offer evaluation, contractor(s) will be identified as finalist(s) 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 **RFP 2022-229 County Website Solution**.
- 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 hosted website solution that will include responsive design features along with up to date / modern features that will improve user experience and meet ADA compliance on the site.
- 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 an annual maintenance contract up to five (5) years.

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

5.4 Pre-Proposal Conference: A mandatory pre-proposal conference will be conducted by Collin County on July 12, 2022 at 2:00 PM (CST) at Collin County Administration Building, 3<sup>rd</sup> 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 preproposal conference.

- 5.5 Point of Contact: Information regarding the purchasing process and the contents of this RFP may be obtained from the Collin County Department or email Hunter Alley, Senior Buyer; <u>halley@co.collin.tx.us</u>.
- 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 offeror's net prices to its customers for the same product(s) and/or services shall be reduced below the contracted price, it is understood and agreed that the County shall receive such price reduction.
- 5.8 Price Redetermination: A price redetermination may be considered by Collin County only at the twelve (12) month, twenty-four (24) month, thirty-six (36) month and forty-eight (48) month anniversary date of system acceptance. Any request for redetermination will require a minimum of thirty (30) days written notice, prior to the date of the increase and all requests for price redetermination shall be in written form and shall include documents supporting price redetermination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A., Insurance Coverage Rates, etc. The Vendor's past experience of honoring contracts at the quotation price will be an important consideration in the evaluation of the lowest and best quote. Collin County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.
- 5.9 Completion/Response Time: Contractor shall place product(s) and/or complete services at the County's designated location within the number of calendar days according to the schedule proposed by contractor in section 6.7.
- 5.10 Delivery/Setup/Installation Location: Locations for delivery and installation will be stated on the Collin County Purchase Order(s). Delivery shall include assembly, setup and installation and shall be included in proposal. Below is the address for work to be completed.
- 5.11 Freight/Delivery Charges: Any freight or delivery charges shall be included in the submitted pricing. No additional fees for delivery/freight/fuel surcharges or other fees shall be invoiced or paid by Collin County.
- 5.12 Testing: Testing may be performed at the request of Collin County, by an agent so designated, without expense to Collin County.
- 5.13 Samples/Demos: When requested, samples/demos shall be furnished free of expense to Collin County.
- 5.14 Approximate Value/Usage: Approximate usage does not constitute an order, but only implies the probable quantity the County will use. Estimated expenditure for initial development and implementation is \$206, 000.00.
- 5.15 Background Check: All Contractor employees that will be working on site or by Remote Access shall pass a background check performed by Collin County before any work may be performed. The selected contractor shall be provided the required information for background checks.

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

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

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

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

#### 5.18 **PROPOSAL SCHEDULE**

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

RFP Released	June 28, 2022 at 9:00 AM
Pre-Proposal Meeting	July 12, 2022 at 2:00 PM
Deadline for submission of questions	July 19, 2022 at 5:00 PM
Proposals Due	July 28, 2022 at 2:00 PM
Demonstrations (Optional)	August 2022
Award of RFP	September 2022

#### 5.19 **PURPOSE/SCOPE OF WORK**

#### 5.20 Goals & Objectives

Collin County's goal is to implement a Hosted website solution that includes responsive design, common web content management system (CMS), that will improve user experience, maintain IT security requirements, and meet ADA or other applicable federal, state, and/or local requirements. Collin County is seeking a hosted website solution that will include responsive design features along with up to date / modern features that will improve user experience and meet ADA compliance on the site.

Collin County's current external website is a modified 2013 Sharepoint instance with anonymous access for general internet use. The Collin County IT team designed responsive Sharepoint website and support the branding effort(s), along with the Public Information Officer (PIO). Sharepoint no longer supports our modifications in more current releases.

An up to date, hosted website solution will assist Collin County by improving services and optimizing resource availability by making the site easier to navigate and thereby providing more efficient access to information and Open Government reporting. Key objectives are to:

- 5.20.1 Provide guidelines for recommended alternative solution and/or hosting service.
- 5.20.2 Enable customers to identify appropriate actions to take to independently migrate Sharepoint sites to alternative solutions.
- 5.20.3 Ensure that customers migrate, archive, or delete all Sharepoint sites, files, programs, according to the retirement schedule.
- 5.20.4 Transition archived web content files to the County Digital Archives location of choice at the close of the project.
- 5.20.5 Decommission Sharepoint hardware and software.

#### 5.21 Specifications:

This project consists of, but is not limited to, the following general requirements:

- 5.21.1 Hosted Website Solution: The Hosted website solution that includes responsive design, common web content management system (CMS), that will improve user experience, maintain IT security requirements, and meet ADA or other applicable federal, state, and/or local requirements. This project will include five main phases: Plan Design, Migration, Decommission, and close. The plan phase will include all the project initiation activities. During design the migration process will be defined. The Migration phase will involve:
  - 5.21.1.1 Identify the up-to-date list of sites, files, and programs that exist currently on modified Sharepoint pages and the departments that own them.
  - 5.21.1.2 Identify alternative options for hosting Web content and document the appropriate application of the service.
  - 5.21.1.3 Identify and create the process by which Sharepoint files will be archived in order to comply with records retention policies.
  - 5.21.1.4 Document the transition procedures for the departments to use while they transition from Sharepoint to the newly selected solution.
  - 5.21.1.5 Create detailed transition planning in waves, including lists of specific sites to be transitioned to each service per wave.
  - 5.21.1.6 Define and coordinate all activities related to the decommissioning of Sharepoint, including cancelling and/or transitioning of any licensing and support agreements, Services, Functions, systems, solutions to be created through the project business process impacts.
- 5.22 The following digital experience modules shall not be included in the project scope. However, the hosted website solution shall be compatible with the following existing services and / or API's:
  - Calendars / Event Management
  - Forms
  - Surveys
  - Portal / Engage
  - Pay
  - Chatbot
  - Media Live Video with ADA Compliant Closed Captioning

The following social media services shall be implemented into the website solution:

- Twitter
- Facebook
- YouTube
- NextDoor

The County may choose to have the following implemented into the website solution:

- Site Checker
- Google Maps
- Certified Payments
- Twillio
- Duo / Okta
- Tyler Technologies, MUNIS
- Ionwave, eBid

#### 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 <u>http://collincountytx.ionwave.net</u> 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  $(8 \frac{1}{2} \times 11)$  paper and assembled using spiral type bindings, staples, or binder clips. Do not use metal-ring hard cover binders. Manual submittals shall include an electronic copy in a searchable format.

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

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

### 6.2 **FIRM OVERVIEW**

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

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

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

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

## 6.4 **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 to 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
    - 6.4.1.2.3 Testing and Support
  - 6.4.1.3 Documentation samples showing the work product the county may expect to receive covering:
    - 6.4.1.3.1 Warranty/Maintenance

- 6.4.1.3.2 Configuration and programing details
- 6.4.2 Provide a complete documentation set of all project documents including, but not limited to, configuration notes, MS Visio diagrams, and other materials.
- 6.4.3 The County will provide an enterprise project implementation resource to oversee and coordinate integration of the requirements. Contractor shall include a description of how they will interact with this resource.

### 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 two (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 **TIME SCHEDULE**

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

#### 6.8 **REQUIREMENTS**

- 6.8.1 Contractor shall respond to all requirements in Attachment A-Requirements.
  - 6.8.1.1 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.
  - 6.8.1.2 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.

#### 6.9 **PRICING/FEES**

Contractor shall state pricing in the appropriate categories below. Provide the total cost for each category showing a breakdown by item. Include all items necessary to render project complete and operational. <u>Complete and submit Attachment B: Pricing Worksheet</u>.

- 6.9.1 Hardware Cost, if applicable
- 6.9.2 Software Cost
  - 6.9.2.1 Licensing Fees
- 6.9.3 Implementation Services:
  - 6.9.3.1 Installation and Configuration
    - 6.9.3.2 Testing
    - 6.9.3.3 Training
    - 6.9.3.4 Data Migration Cost
    - 6.9.3.5 Post Go-Live Support
    - 6.9.3.6 Not to Exceed Travel Cost
- 6.9.4 Hardware Maintenance for each year for years 1-5, if applicable
- 6.9.5 Software Maintenance for each year for years 1-5.

6.9.6 Submit a Milestone Payment Plan for the proposal

- 6.9.6.1 Collin County suggested milestone payment plan is:
  - Delivery of required hardware/software
    - Installation and configuration of hardware/software
  - Successful testing of system
  - Signed system acceptance letter
    - This will mark the start date for assessed maintenance

### 7.0 EXCEPTIONS

Instructions for completing section:

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

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

## ATTACHMENT A: REQUIREMENTS RFP NO. 2022-229 County Website Solution REQUIRED FEATURES

	REQUIRED FEATORES	Offered By	
		Vendor	Vendor
Number	Feature	(Y/N)	Comment
Content Edit	ing and Management - Required		
	Offer backup and recovery solution(s) for the site. Allow option to		
	access to retrieve and/or restore backup without vendor		
1.10	intervention.		
	Ability to archive and retrieve all content without the need for		
1.10.1	vendor intervention.		
	Cloud solution must have a Browser Based Administration solution -		
	Update, delete and create content from any device with internet		
	access. Role based access with Administrative control must be		
1.20	available.		
	Add, Edit, Delete for multiple pages, lists, or libraries without need		
	to submit individually - Example: ability to make changes to a list		
	and have the changes reflected across the site wherever the list is		
1.30	surfaced.		
	Offer a fully featured search option or offer the ability to integrate		
	with Elastic Search as the main search engine. Managed content		
	must be easily indexable and findable. Full control and/or ability to		
1.40	implement search functionality without vendor intervention.		
	Collin County IT must have the ability to control the "look and feel"		
	of the site using HTML, CSS, and JS (IE - Image Rotators, Calendars)		
	without vendor intervention. Solution must contain ability to assign		
1.50	through role based access.		
	Access all content via an API and perform all CRUD (Create, Read,		
1.60	Update, and Delete) functions without vendor intervention		
	Allow access to data from external Content Delivery Network (CDN)		
1.70	systems.		
	Have the ability Limit access by source IP without vendor		
1.80	intervention.		
	A robust Content Management System (CMS) or similar solution is		
	strongly preferred. Solution should offer the ability to manage		
	documents, images, and other file types (including lists, libraries, or		
	other similar storage options) without the need for vendor		
	intervention. Solution should allow for customizable size limits, the		
	ability to accept/deny specified file types, contain date time		
	features (start, expire, or similar), and allow for API calls to lists,		
1.90	libraries (or similar) without vendor intervention.		

1	Ability to produce Fully responsive site based upon our	
	specifications and designed for mobile compatibility. All forms,	
	elements, calendars, embeds, and content must display correctly in	
	all major internet browsers and mobile platforms. Outline any tools	
	or resources provided/available to assist with mobile design and/or	
1.0.01	make design/development efficient.	
1.0.01	Have the ability to integrate with 3rd party features, through an API	
	or similar process. Access must be available to our developers	
	without the need for vendor intervention and/or additional fee(s)	
1 0 00		
1.0.02	for new or updated features.	
	ADA Compliance - all elements of the site must utilize ADA best	
	practices. Outline resources/tools available for compliance. AA	
1.0.03	Compliance is preferred (lookup requirement as a government site.)	
Content Navi	gation - Required	
	Sitemap must be provided and be available on demand with most	
	current updates. Outline additional features available, such as	
2.00	breadcrumbs. This can be offered through an api.	
	Ability to create and maintain friendly URL's. Must offer a solution	
	to control site hierarchy via sites, sub-sites, and pages within.	
2.10	Outline options available to create and customize URL's.	
Authorization	n/Security - Required	
	Contain the ability to create/maintain permissions groups (role	
	based access). Levels of Rights/Permissions - Allow system	
	administrators to establish levels of rights for staff to	
3.00	update/manage/access content based upon unlimited user roles	
	Single Sign-On Integration - Ability to use SSO to integrate exisitng	
	county accounts with the ability to require 2FA - Two Factor	
	Identification login that supports Cisco Duo (and OKTA) as the 2FA	
3.10	provider.	
	Must run behind a Web Application Firewall (WAF) if on Collin	
	County network (Imperva product -reverse proxy mode), or if cloud	
	based, the WAF must have geoblocking access ability without	
	vendor intervention. Cloud solutions must be highly scalable for	
	high workload times (IE - Elections, emergencies - such as Vaccine	
3.20	Registration/Appts). Cloud solutions must have full SLA guarantees.	
Content Man	agement System (CMS) Functionality - Required	
	Provide an event system to include but not limited to public	
	calendars and/or lists with datetime features.	
	a. Prefer end-users to have the ability to link the event system with	
	Exchange for management.	
	b. The end-user content system must have the ability to schedule	
4.00	publishing.	 
	Social Media Interface - Display social media feeds such as	
	Facebook, Twitter and Instagram. Outline any tools and resources	
4.10	provided that assist with sharing content.	
8	•	

	Provide access to full metrics, analytics, and user tracking	
	information. Outline available reporting/metrics for both the health	
	of the system as well as those available to detail traffic,	
4.20	interactions, or similar.	
	port Services - Required - Outline Services/Options available	
	Recovery time objective no greater than eight hours, recovery point	
	objective no greater than 24 hours. Solution must include a	
	recovery option utlizing site backups. Must allow the county to	
5.00	backup the site as needed without vendor intervention.	
	Technical support services - 24/7 emergency and Mon-Friday 8-5pm	
5.10	(CST) non-emergency availability.	
5.20	24/7/365 Online status monitoring and preemptive monitoring.	
	Timely notification of any critical vulnerabilities and updates must	
	be provided with remediations detailed/outlined. Breach	
	notification (hosting proposals) must be provided to Collin County	
5.30	with a cybersecurity breach notifcation within 24 hours of the	
	Virtual, Onsite Training must be available and accessible. Outline	
5.40	pricing and/or what is included in proposal.	
	Automated software updates and security patches, redundant	
	firewall solutions, with zero downtime. Updates must be applied in	
5.50	a timely manner.	
<b>Other Option</b>		
	Integrated Chatbot- Leveraging AI to autonomously answer citizen	
6.00	questions	
	Online Payments - Ability to integrate secure transactions through	
6.10	vendor (Certified Payments)	
	Robust Survey and Polling function – Create and deliver engaging	
	surveys to crowdsource public opinion and then deliver results in an	
6.20	engaging transparent method.	
	Video Center - Live streaming video capabilities. Outline video	
6.30	solutions.	
	Site refresh option included to maintain modern design and	
6.40	features over time.	
	Facility Management - Listings with maps, filtered search, and	
6.50	reservation capability (scheduling capability)	
	Online Forms - Create unlimited customizable forms, track and	
	export data/results. Please outline any features for analytics,	
	PII(Personally Identifiable Information) or PHI (Protected Health	
6.60	Information) data	
	Multilingual Support - Please outline integrations and/or options	
6.70	included/available.	

## RFP: 2022-229 County Website Solution Attachment B: Pricing Worksheet

Section:	Description:	UoM Qty	y.	Unit	Cost	Ext. Cost	
6.9.1	Hardward Cost (if applicable)	Lump-Sum	1	\$	-	\$	-
6.9.2	Software Cost	Each		\$	-	\$	-
6.9.2.1	Licensing Fees	Each		\$	-	\$	-
6.9.3	Implementation Services:						
6.9.3.1	Installation and Configuration	Hour		\$	-	\$	-
6.9.3.2	Testing	Hour		\$	-	\$	-
6.9.3.3	Training	Hour		\$	-	\$	-
6.9.3.4	Data Migration Cost	Lump-Sum	1	\$	-	\$	-
6.9.3.5	Post Go-Live Support	Hour		\$	-	\$	-
6.9.3.6	Not to Exceed Travel Cost	Lump-Sum	1	\$	-	\$	-
	Hardware Maintenance for each year for years 1-5, if						
6.9.4	applicable	Year	5		0	\$	-
6.9.5	Software Maintenance for each year for years 1-5	Year	5		0	\$	-

## INFORMATION REGARDING CONFLICT OF INTEREST QUESTIONNAIRE

During the 79<sup>th</sup> 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 84<sup>th</sup> Legislative Session. Chapter 176 mandates the <u>public disclosure of certain</u> *information concerning persons doing business or seeking to do business with Collin* <u>County, including family, business, and financial relationships such persons may have</u> 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

At the time of this solicitation being released, the following are known to be involved in the planning, recommending, selecting, and contracting for the attached procurement:

Department/Evaluation Team: Bill Bilyeu – County Administrator Caren Skipworth – Chief Information Officer Stephen Ganey – Deputy Chief Information Officer Timothy Nolan – IT Senior Manager Benjamin White – IT Senior Manager Samuel Grader – Project Manager Bryan Yates – Senior System Analyst/Programmer Mike Lashbrook – System Analyst/Programmer Tim Wyatt – Public Information Officer

Purchasing: Michelle Charnoski, NIGP-CPP, CPPB – Purchasing Agent Marci Chrismon – Asst. Purchasing Agent Hunter Alley – 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.	OFFICE USE ONLY
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).	Date Received
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. <i>See</i> 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.	
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 re completed questionnaire with the appropriate filing authority not later than the 7th busines 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	
Describe each employment or other business relationship with the local government offi officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship wit Complete subparts A and B for each employment or business relationship described. Attac CIQ as necessary.	h the local government officer.
A. Is the local government officer or a family member of the officer receiving or li other than investment income, from the vendor?	kely to receive taxable income,
Yes No	
B. Is the vendor receiving or likely to receive taxable income, other than investment of the local government officer or a family member of the officer AND the taxable local governmental entity?	
Yes No	
5 Describe each employment or business relationship that the vendor named in Section 1 m other business entity with respect to which the local government officer serves as an o ownership interest of one percent or more.	
6 Check this box if the vendor has given the local government officer or a family member as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.0	
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

 $(\bar{\textbf{i}})$  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.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

	2 Business name/disregarded entity name, if different from above				
on page 3.	<ul> <li>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only on following seven boxes.</li> <li>Individual/sole proprietor or C Corporation S Corporation Partnership Trust single-member LLC</li> </ul>	/estate			
rint or type. Instructions	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member	LLC is			
р Specific	Set       ○       Other (see instructions) ►       (Applies to accounts maintained outside to account maintained o				
See <b>Sp</b>	5 Address (number, street, and apt. or suite no.) See instructions. Requester	's name and address (optional)			
S	6 City, state, and ZIP code				
	7 List account number(s) here (optional)				
Par	t Taxpayer Identification Number (TIN)				

	· · · ·						
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid			Social security number				
resident alien, sole proprietor, or disrega	is generally your social security number (S rded entity, see the instructions for Part I, I number (EIN). If you do not have a number	ater. For other	-		-		
TIN, later.		0	or				
Note: If the account is in more than one	name, see the instructions for line 1. Also s	ee What Name and	Employer identif	ication n	umber		
Number To Give the Requester for guide	lines on whose number to enter.	Γ					

#### Certification Part II

Under penalties of perjury, I certify that:

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

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

Sign	Signature of			
Here	U.S. person >			

## **General Instructions**

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

## **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)

Date 🕨

- 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, later.